

SAC: 361404

State: Iowa

Harmony Telephone Company

Form 481 Line No.: 610 Description of Functionality in Emergency Situations

Harmony Telephone Company pursuant to Iowa Administrative Rule "199-22.6(5)a-d Emergency Operation" has:

- Established reasonable provisions to meet emergencies resulting from failures of power service, climate control, sudden and prolonged increases in traffic, illness of operators or from fire, explosion, water, storm, or acts of God including provisions for emergency power that meet or exceed the rule requirement to provide:
 - A minimum of two hours of battery service in each central office.
 - A permanently installed power unit in exchanges exceeding 4,000 lines.
 - Mobile power units that can be delivered on short notice and which can be readily connected in offices without installed emergency power facilities.
- Has informed employees as to the procedures to be followed, including reasonable rerouting of traffic around damaged facilities and the deployment of emergency power in the event of emergency in order to prevent or mitigate interruption or impairment of telecommunications service.
- Has current plan available of emergency operations for board inspection and the plan contains:
 - Names and telephone numbers of the telephone company's disaster service coordinator and alternates.

**(710) Broadband Price Offerings
Data Collection Form**

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	361404
<015>	Study Area Name	HARMONY TEL. CO.
<020>	Program Year	2016
<030>	Contact Name - Person USAC should contact regarding this data	Roxi Hacker
<035>	Contact Telephone Number - Number of person identified in data line <030>	3208486641 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	roxih@interstatetelcom.com

<711>	<a1>	<a2>	<b1>	<b2>	<c>	<d1>	<d2>	<d3>	<d4>
	State	Exchange (ILEC)	Residential Rate	State Regulated Fees	Total Rates and Fees	Broadband Service - Download Speed (Mbps)	Broadband Service - Upload Speed (Mbps)	Usage Allowance (GB)	Usage Allowance Action Taken When Limit Reached (select)
	MN	Harmony	34.95	0.0	34.95	1.5	0.512	999999.0	Other, N/A
	MN	Harmony	44.95	0.0	44.95	3.0	0.768	999999.0	Other, N/A
	MN	Harmony	54.95	0.0	54.95	6.0	1.0	999999.0	Other, N/A
	MN	Harmony	64.95	0.0	64.95	12.0	1.0	999999.0	Other, N/A
	MN	Harmony	94.95	0.0	94.95	20.0	5.0	999999.0	Other, N/A
	MN	Harmony	74.95	0.0	74.95	12.0	12.0	999999.0	Other, N/A
	MN	Harmony	114.95	0.0	114.95	25.0	25.0	999999.0	Other, N/A
	MN	Harmony	29.95	0.0	29.95	0.768	0.512	999999.0	Other, N/A
	IA	South Harmony	34.95	0.0	34.95	1.5	0.512	999999.0	Other, N/A
	IA	South Harmony	44.95	0.0	44.95	3.0	0.768	999999.0	Other, N/A
	IA	South Harmony	54.95	0.0	54.95	6.0	1.0	999999.0	Other, N/A
	IA	South Harmony	64.95	0.0	64.95	12.0	1.0	999999.0	Other, N/A
	IA	South Harmony	94.95	0.0	94.95	20.0	5.0	999999.0	Other, N/A
	IA	South Harmony	74.95	0.0	74.95	12.0	12.0	999999.0	Other, N/A
	IA	South Harmony	114.95	0.0	114.95	25.0	25.0	999999.0	Other, N/A
	IA	South Harmony	29.95	0.0	29.95	0.768	0.512	999999.0	Other, N/A

REDACTED - FOR PUBLIC INSPECTION

LINE 1010 – VOICE SERVICES RATE COMPARABILITY

The Wireline Competition Bureau's most recent reasonable comparability benchmark for voice services is \$47.48, which includes the federal subscriber line charge ("SLC").

In the exchange of Harmony served by the Harmony Telephone Company, the single-line residential local rate, including any mandatory extended area service charge, is \$16.00. When the federal SLC (\$6.50) and other state fees are included, the rate becomes \$22.50.

In the exchange of South Harmony served by the Harmony Telephone Company, the single-line residential local rate, including any mandatory extended area service charge, is \$16.00. When the federal SLC (\$6.50) and other state fees are included, the rate becomes \$22.50.

Therefore, the Company's pricing of fixed voice services is less than the reasonable comparability benchmark of \$47.48.

SAC: 361404

State: Minnesota

Harmony Telephone Company

Form 481 Line No.: 1210 Terms and Conditions of Voice Telephony Lifeline Plans

- Harmony Telephone Company offers Lifeline Service Credit according to basic service requirements listed in **Minnesota Administrative Rule "7812.06000 – Basic Service Requirements."**

Subpart 1. Required services. A local service provider (LSP) shall provide, as part of its local service offering, the following to all customers within its service area:

- A. Single party voice-grade service and touch-tone capability;
 - B. 911 or enhanced 911 access;
 - C. 1 + intraLATA and interLATA presubscription and code-specific equal access to interexchange carriers subscribing to its switched access service;
 - D. Access to directory assistance, directory listings, and operator services;
 - E. Toll and information service-blocking capability without recurring monthly charges as provided in the commission's ORDER REGARDING LOCAL DISCONNECTION AND TOLL BLOCKING CHARGES, Docket No. P-999/CI-96-38 (June 4, 1996), and its ORDER GRANTING TIME EXTENSIONS AND CLARIFYING ONE PORTION OF PREVIOUS ORDER, Docket No. P-999/CI-96-38 (September 16, 1996), which are incorporated by reference, are not subject to frequent change, and are available through the statewide interlibrary loan system;
 - F. One white pages directory per year for each local calling area, which may include more than one local calling area, except where an offer is made and explicitly refused by the customer;
 - G. A white pages and directory assistance listing, or, upon customer request, a private listing that allows the customer to have an unlisted or unpublished telephone number;
 - H. Call-tracing capability according to chapter 7813;
 - I. Blocking capability according to the commission's ORDER ESTABLISHING CONDITIONS FOR THE PROVISION OF CUSTOMER LOCAL AREA SIGNALING SERVICES, Docket No. P-999/CI-92-992 (June 17, 1993) and its ORDER AFTER RECONSIDERATION, Docket No. P-999/CI-92-992 (December 3, 1993), which are incorporated by reference, are not subject to frequent change, and are available through the statewide interlibrary loan system; and
 - J. Telecommunications relay service capability or access necessary to comply with state and federal regulations.
- Harmony Telephone Company Lifeline service offerings are listed in their Local Service Tariff Section 5, Pages 53-53.2 (attached) pursuant to **Minnesota Rule 7812.0600 Subpart 2:**

Subpart 2. Separate flat rate service offering. At a minimum, each LSP shall offer the services identified in subpart 1 as a separate tariff or price list offering on a flat rate basis. An LSP may also offer basic local service on a measured rate basis or in combination with other services. An LSP may impose separate charges for the services set forth in subpart 1 only to the extent permitted by applicable laws, rules, and commission orders.

- The Local Service Tariff is on file with the Minnesota Public Utility Commission.
- All Lifeline subscribers must meet the terms and conditions of Federal Lifeline Eligibility Rules.

SAC: 361404

State: Minnesota

Harmony Telephone Company

Form 481 Line No.: 1210 Terms and Conditions of Voice Telephony Lifeline Plans

Harmony Telephone Company does adhere to all Federal Lifeline eligibility rules and regulations as well as Minnesota Administrative Rule "7817.0400 - Eligibility for Telephone Assistance Credits" which states:

Minnesota Administrative Rule 237 Chapter 7817.0400

Subpart 1. Information provided. Each local service provider shall annually mail a notice of the availability of the telephone assistance plan to each residential subscriber in a regular billing. If a subscriber has chosen to receive the regular billing other than through U.S. mail, the local service provider shall send the notice in a regular billing using the delivery method chosen by the subscriber for delivery of the regular billing. The notice must state the following: YOU MAY BE ELIBIBLE FOR ASSISTANCE IN PAYING YOUR TELEPHONE BILL IF YOU RECEIVE BENEFITS FROM CERTAIN LOW-INCOME ASSISTANCE PROGRAMS OR MEET CERTAIN INCOME LIMITS. FOR MORE INFORMATION OR AN APPLICATION FORM PLEASE CONTACT

 (local service provider) . On request, the local service provider shall mail to a person an application form developed by the commission and the Department of Commerce, and a brochure that describes the telephone assistance plan's eligibility requirements and application process.

Subpart 2. Application process. On completing and signing the application certifying under penalty of perjury that the information provided by the applicant is true and that the statutory criteria for eligibility are satisfied, the applicant must return it to the local service provider for enrollment in the telephone assistance plan. An application may be made by the subscriber, the subscriber's spouse, or a person authorized by the subscriber to act on the subscriber's behalf.

Subpart 4. Eligibility criteria. To be eligible for a telephone assistance credit the applicant must:

- A. be a subscriber who resides in Minnesota or has moved to Minnesota and intends to remain; and
- B. be eligible for the federal Lifeline telephone service discount.

Subpart 7. Applicant and recipient responsibilities. Each applicant and each recipient shall provide current information to the local service provider about permanent changes that affect the applicant's or recipient's eligibility.

Subpart 8. Local service provider responsibilities.

- A. A local service provider shall begin providing telephone assistance credits to an applicant in the earliest possible billing cycle but not later than the second billing cycle following submission of a completed application demonstrating eligibility. If certified, the local service provider shall notify the applicant by, for example, placing telephone assistance credits on the bill.
- B. If an applicant is denied eligibility, the local service provider shall notify the applicant in writing of the reasons for the denial, of the right to appeal, and of the right to reapply.

GENERAL SERVICES

LIFELINE AND MINNESOTA TELEPHONE ASSISTANCE PLAN (TAP)

The Lifeline Assistance (Lifeline) program, established by the Federal Communications Commission under 47CFR54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service to qualifying low income residential subscribers.

TAP is a state sponsored assistance program under Minnesota Statutes Chapter 237 and is designed to make telephone service accessible to qualifying low-income residential households. Through this program, eligible households will receive a monthly discount on their telephone service.

1. GENERAL

- a. Lifeline is a federally-funded reduction of the subscriber line charge (SLC) and a reduction of local service charges. The maximum rate changes depending on the company's approved SLC tariffs. Eligible applicants living on or near federally recognized Tribal Lands/reservations will receive an additional credit of up to \$25.00 (Tier Four) sufficient to reduce the monthly rate for local service to no less than \$1.00 inclusive of this subscriber line charge.
- b. Federal Universal Service Fund End User Charge will not be billed to Lifeline customers.
- c. Local service for Lifeline subscribers may not be disconnected for non-payment of toll charges.
 - 1) Toll Restriction Service will be provided to Lifeline subscribers at no charge.
 - 2) Lifeline subscribers are not required to accept Toll Restriction Service as a condition to avoid disconnection of local service for non-payment of toll.
 - 3) Lifeline subscribers are not required to pay a service deposit in order to initiate service if the subscriber voluntarily elects to receive Toll Restriction Service.
- d. Partial payments from Lifeline subscribers will be applied first to local service charges and then to toll charges.

2. ELIGIBILITY REQUIREMENTS

- a. Lifeline will be provided for one (1) telephone line per household, at the subscriber's principal place of residence, to those individuals who meet the eligibility requirements.
- b. The applicant has income at or below 135 percent of the Federal Poverty Guidelines or participates in one of the following programs:
 - Medicaid/Medical Assistance
 - Food Support/Food Stamps
 - Supplemental Security Income
 - Federal Public Housing Assistance or Section 8
 - Low Income Home Energy Assistance Program (LIHEAP)
 - National School Lunch Program's Free Lunch Program
 - Temporary Assistance for Needy Families (Minnesota Family Investment Program, or MFIP)

(N)
(N)

GENERAL SERVICES

LIFELINE AND MINNESOTA TELEPHONE ASSISTANCE PLAN (TAP) (Continued)

2. Eligibility Requirements (Continued)

Individuals who do not qualify under any of the above but live on or near a federally recognized reservation may qualify if the applicant receives benefits from at least one of the following programs:

- Bureau of Indian Affairs General Assistance
 - Tribally Administered Temporary Assistance for Needy Families
 - Head Start (only for those meeting its income qualifying standard)
 - National School Lunch Program's free lunch program
- c. The applicant signs a document certifying under penalty of perjury that the applicant receives benefits from one of the programs listed and identifying the program or programs from which that consumer receives benefits.
- d. The applicant signs a document agreeing to notify the carrier if that consumer ceases to participate in the program or programs. When the company is notified by the customer that the customer no longer participates in one of the above programs, the federal credits to that customer's monthly charges shall cease beginning with the start of the billing cycle beginning in the month after the month in which notification is received.

3. Eligibility Revocation

If the telephone company discovers that conditions exist that disqualify the recipient of Lifeline Assistance, the support will be discontinued. The customer will be billed retroactively to whichever is the most recent of the dates Lifeline assistance commenced or the recipient no longer qualified for the service not to exceed 12 months.

4. Eligibility for the State TAP Credit

- a. The state TAP credit is only available to residential subscribers who meet the eligibility requirements for the Federal Lifeline Credit in 2 above.
- b. The customer must reside in Minnesota or have moved to Minnesota and intend to remain.

(D)

HARMONY TELEPHONE COMPANY
 HARMONY, MINNESOTA

Section 5
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GENERAL SERVICES

LIFELINE AND MINNESOTA TELEPHONE ASSISTANCE PLAN (TAP) (Continued)

5. Regulations

- a. The Federal Lifeline and state TAP credit will begin at the customer's earliest possible billing cycle but no later than the second billing cycle after the date the application for the Federal Lifeline and state TAP credit is received by the telephone company.
- b. A service charge shall not be billed to establish qualification for either the Federal Lifeline or state TAP credit.
- c. When a customer enrolls for the state TAP credit, the Company is reimbursed for the cost of the service order activity.

6. Funding

The Federal Lifeline Credit is funded through the FCC universal service program. The state TAP credit shall be funded through the state Telephone Assistance Plan Surcharge on residence and business access lines which pay the 911 surcharge.

7. Rates

The surcharge rate is the effective rate ordered by the Minnesota Public Utilities Commission. The Company is responsible for billing, collecting and remitting the surcharge to appropriate government agency.

The Lifeline customer will receive a monthly credit toward their local exchange service rate. The total Federal monthly credit identified in 47 CFR 54.403 shall be used to reduce the Lifeline customer's rate, plus the state credit identified below:

State TAP Credit	\$3.50	(C)
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Toll blocking shall be included with this service offering without charge. No service deposit would be required if applicant voluntarily elects toll blocking with the initiation of Lifeline Service.

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State: Iowa

Harmony Telephone Company

Form 481 Line No.: 1210 Terms and Conditions of Voice Telephony Lifeline

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- Harmony Telephone Company's Lifeline service offerings are listed in their Local Service Catalog.
 - All Lifeline subscribers must meet the terms and conditions of Federal Lifeline Eligibility Rules.
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Harmony Telephone Company does adhere to all Federal Lifeline eligibility rules and regulations as well as Iowa Administrative Code "199-39.6(476) – Universal Service Support for low-income consumers (Lifeline program and Tribal Link-Up program)" which states:

199—39.6(476) Universal service support for low-income consumers (Lifeline program and Tribal Link Up program).

39.6(1) Carrier obligation to offer Lifeline. Pursuant to 47 CFR § 54.405, which specifies the Lifeline obligations of eligible telecommunications carriers, all eligible telecommunications carriers must make available Lifeline service, as defined in 47 CFR § 54.401, to qualifying low-income consumers, defined as consumers who meet the qualifications for Lifeline as specified in 47 CFR §54.409.

39.6(2) Customer notification. Eligible telecommunications carriers shall include a description of their Lifeline offerings or discounts in their residential service agreements. Eligible telecommunications carriers shall provide the board with information about their residential service agreements upon request. Eligible telecommunications carriers shall publicize the availability of Lifeline service in a manner reasonably designed to reach those likely to qualify for service as required by 47 CFR § 54.405(b).

39.6(3) Consumer qualification for Lifeline. To constitute a qualifying low-income consumer, a consumer's household income as defined in 47 CFR § 54.400(f) and (h) must be at or below 135 percent of the federal poverty guidelines for a household of that size or such percentage as may be determined by the FCC or the consumer, one or more of the consumer's dependents, or the consumer's household must participate in one of the following federal assistance programs: Medicaid; Supplemental Nutrition Assistance Program; Supplemental Security Income; Federal Public Housing Assistance (Section 8); Low-Income Home Energy Assistance Program; National School Lunch Program's free lunch program; or Temporary Assistance for Needy Families. A consumer who lives on tribal lands is eligible for Lifeline service as a qualifying low-income consumer if the consumer meets the qualifications for Lifeline specified in 47 CFR § 54.409(a) or if the consumer, one or more of the consumer's dependents, or the consumer's household participates in one of the following tribal-specific federal assistance programs specified in 47 CFR § 54.409(b): Bureau of Indian Affairs general assistance; tribally administered Temporary Assistance for Needy Families; Head Start (only those households meeting its income qualifying standard); or the Food Distribution Program on Indian Reservations. A consumer may only receive Lifeline service from one telephone provider per household.

39.6(4) Determination of subscriber eligibility. Iowa eligible telecommunications carriers are responsible for establishing consumer eligibility for Lifeline assistance. Iowa eligible telecommunications carriers shall ensure that their Lifeline subscribers are eligible to receive Lifeline services in accordance with 47 CFR §54.410. Eligible telecommunications carriers shall:

a. Implement policies and procedures for ensuring that their Lifeline subscribers are eligible to receive Lifeline services;

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b. Confirm a subscriber's income-based or program-based eligibility according to 47 CFR § 54.410(b) or (c);

c. Provide prospective subscribers Lifeline certification forms that comply with 47 CFR § 54.410(d); and

d. Recertify all subscribers' Lifeline eligibility annually and at 90-day intervals (where subscribers have provided a temporary address) in accordance with 47 CFR § 54.410(f) and (g).

39.6(5) Annual certifications by eligible telecommunications carriers. Eligible telecommunications carriers shall make and submit to the Universal Service Administrative Company (USAC) annual certifications relating to the Lifeline program as required by 47 CFR § 54.416. Eligible telecommunications carriers shall file their annual Lifeline certifications with the board as provided in 39.7(1) "a" and, if applicable, with the relevant tribal governments.

39.6(6) Tribal Link Up. A telecommunications carrier receiving high-cost support on tribal lands that is offering the Tribal Link Up assistance program, as defined in 199—39.2(476), to eligible residents of tribal lands, as defined in 47 CFR § 54.400(e), must provide (1) a 100 percent reduction of the customary connection charge for commencing service at a subscriber's residence, and (2) a deferred schedule of interest-free payments for the connection charge, pursuant to 47 CFR § 54.413. Prior to enrolling an eligible resident of tribal lands in the Tribal Link Up program, an ETC must obtain from the resident a certification form that complies with 47 CFR § 54.410.

39.6(7) Audits. Eligible telecommunications carriers shall file with the board finalized reports of audits involving the audited ETC's operations in Iowa conducted pursuant to 47 CFR § 54.420 requiring low-income program audits. The audit reports will not be considered or deemed confidential. The audit reports shall be filed with the board within 30 days of issuance of the final audit report.

**STANDARD AGREEMENT FOR LOCAL EXCHANGE SERVICE
HARMONY TELEPHONE COMPANY**

1. **SERVICE AGREEMENT.** This standard agreement (this "Agreement") governs your service relationship with **Harmony Telephone Company** (the "Company") for regulated local exchange services and facilities ("Service"). Previously, the Company provided Service pursuant to a Local Services Tariff filed with and approved by the Iowa Utilities Board. As a result of recent changes to applicable law and regulations, the Company no longer files or maintains a Local Services Tariff. Instead, we now provide Service pursuant this Agreement, including the additional Terms of Service incorporated herein by reference.
2. **ACCEPTANCE.** Your acceptance of this Agreement occurs upon any of the following: (a) you provide a written or electronic signature expressly accepting this Agreement; (b) you orally or electronically order and/or activate Service; or (c) you use Service, following notification that this Agreement will apply to your ongoing use of such Service.
3. **ADDITIONAL TERMS OF SERVICE.** We provide Service pursuant to a certificate of public convenience and necessity issued by the Iowa Utilities Board. We provide Service subject to our "**Services Catalog**", including: (a) this Agreement (b) our Rules and Regulations for Local Exchange Service, which are incorporated herein by reference; (c) our applicable Service Guides and Rate Schedules, which are incorporated herein by reference and (d) applicable rules and regulations of the Iowa Utilities Board. Current versions of our Rules and Regulations, Service Guides and Rate Schedules are available in electronic form on our website at www.harmonytel.com. Current versions of these documents are also available at our business office(s) and will be provided or made available to you upon request. Our Rules and Regulations, Service Guides and Rate Schedules contain the specific prices and charges, service descriptions and other terms and conditions not set forth herein which apply to Service. This Agreement incorporates by reference the prices, charges terms and conditions included in our other **Services Catalog**.
4. **RIGHTS AND RESPONSIBILITIES.** This Agreement is our standard service agreement. Under this Agreement, we agree to provide and bill for Service, and you agree to use and pay for Service, as provided herein and in our other applicable Terms of Service. Our rights and responsibilities, and your rights and responsibilities, are as set forth in this Agreement and our other applicable Terms of Service.
5. **TERM.** This Agreement shall commence on the date of your acceptance and shall continue month-to-month (or, in some cases for an established minimum term) as provided in our applicable Terms of Service. Either party may terminate this Agreement or any Service in accordance with our applicable Terms of Service. Termination of this Agreement or any Service shall not waive or release your obligation to pay for Service provided prior to such termination as well as any other applicable fees and charges, as provided in our Terms of Service.
6. **RATES; PAYMENT.** Nonrecurring and recurring charges for Service are as set forth in our applicable Terms of Service. Except as otherwise noted, Service pricing is exclusive of applicable local, state and federal taxes and regulatory fees, assessments and surcharges. All Service charges, along with applicable local, state and federal taxes and regulatory fees, assessments and surcharges, will be itemized on your invoice. Failure to pay invoices when due may result in late payment penalties or suspension or disconnection of Service as provided in our applicable Terms of Service.
7. **CHANGES TO TERMS.** We reserve the right to change our Terms of Service (including rates or any other terms and conditions of Service) upon written notice to you. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication or other form of notice permitted or required by applicable laws and regulations. If you elect not to cancel your Service and continue to use Service after the communicated effective date of any such changes, your continued use of Service will constitute acceptance of the modified Terms of Service.
8. **CHANGES TO SERVICE.** We may, from time to time, modify the Service to reflect improvements and other changes and modifications to our network. In addition, we reserve the right to discontinue or limit Service as required to comply with or satisfy our obligations under applicable laws or regulations, including when changes to or interpretations of such laws and regulations have a material, adverse effect on the business, technical or economic feasibility of providing Service, as determined by us in our reasonable judgment.
9. **ACCESS TO SERVICE PREMISES.** We may enter into, upon and over your Service premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove our facilities and equipment used to provide Service. To the extent the same is consistent with your ownership of the premises, you grant the Company a temporary and permanent easement to construct, install, maintain, and/or replace Service facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all facilities and equipment necessary to provide Service. In the event you are not the owner of the premises upon which installation is requested, you warrant to the Company that you have obtained the consent of the owner of the premises for the Company to install and maintain its facilities and equipment as contemplated herein.
10. **CREDIT CHECK; DEPOSITS.** In connection with your request or application for any Service, we may conduct an investigation into your credit-worthiness, including obtaining one or more reports or ratings from one or more independent credit reporting or credit scoring agencies. We may require a deposit for you to establish or maintain Service. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history, our Terms of Service and any applicable laws or regulations. If Service is canceled or disconnected for any reason, we may, subject to our Terms of Service and applicable law and regulations, apply your deposit toward payment of outstanding charges.

11. **SERVICE ACCOUNTS.** Service accounts are assigned to customers only, and the customer in whose name the account is established will be treated as the account owner for all purposes. Account owners may designate one or more "authorized users" who will have access to account information and may make certain account changes in accordance with our policies and applicable laws and regulations. As the owner of the account, you are responsible for designating (or changing the designation) of any authorized users. You will hold the Company harmless from any claims arising from account instructions given or inquiries made by you or any authorized user. You are responsible for keeping all account and billing data with the Company up-to-date and accurate. Furnishing false data to the Company is grounds for immediate disconnection of Service and may subject you to civil or criminal liability.
12. **FEDERAL LIFELINE PROGRAM.** The Company is an eligible telecommunications carrier (ETC) within all or portions of its service area, meaning that it provides certain services supported by the federal Universal Service Fund, including the federal "Lifeline" program for qualifying low-income consumers. Single line, local residential service is a Lifeline-eligible service. Lifeline is a government benefit program which provides a monthly credit toward a qualified low-income subscriber's telephone bill. Only eligible low-income consumers may enroll in the Lifeline program. Consumers who meet eligibility criteria must also complete documentation necessary for enrollment. Lifeline assistance is non-transferable, and eligible subscribers may receive assistance from only one wireline or wireless telecommunications provider per household. If you believe you may qualify for the Lifeline program, please visit our website at www.harmonytel.com or contact us to discuss program details, eligibility requirements or to request a Lifeline application. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. To report Lifeline fraud, you may contact the Federal Communications Commission Lifeline Fraud Tip Line: 1-855-4LL-TIPS (or 1-855-455-8477) or Lifeline@fcc.gov.
13. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN OUR TERMS OF SERVICE, WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR FACILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR FACILITIES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR SPECIFIC NEEDS. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
14. **LIMITATION ON REMEDIES.** In addition to any other limitation on remedies or limitations of liability set forth in our Terms of Service or in applicable law or regulations, the Company shall not be liable for any delay or failure to provide Service at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) an act or omission of an underlying carrier, service provider, vendor or other third party; (b) equipment, network or facility failure, including failure caused by the loss of power; (c) equipment, network or facility upgrade or modification; (d) force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions; (e) equipment or facility shortage; (f) equipment or facility relocation; (g) any act or omission by you or any person using your Service; (h) theft, fraud or abuse of Service; or (i) any other cause that is beyond the Company's reasonable control.

THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE AFFECTED SERVICE OR FACILITIES, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
15. **INDEMNIFICATION.** You agree to indemnify the Company and our affiliates, officers, agents and employees from any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees arising from or related to your abuse or misuse of Service, or any other violation of this Agreement or our other Terms of Service.
16. **ADDITIONAL SERVICES.** Our telecommunications and communications services are diverse, and not all services we provide are regulated services. This Agreement and the other Terms of Service identified herein apply only to local exchange services regulated by the Iowa Utilities Board. The Company may also offer or provide other products and services, including unregulated telecommunications or communications services. Unless otherwise specified, such products and services are not covered by this Agreement or our other Terms of Service referenced herein, but may be subject to other service contracts or terms and conditions of service provided or made available to customers in connection with those products and services.
17. **GOVERNING LAW.** This Agreement, and our contractual and service relationship with you, shall be deemed to have been made in and shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law.
18. **INCORPORATION AND INTEGRATION.** Our Terms of Service are incorporated into this Agreement. This Agreement, along with our other Terms of Service, constitute the entire agreement between the parties concerning our contractual service relationship, there being no prior written or oral promises or representations not incorporated herein or therein.
19. **NO IMPLIED WAIVER.** Our failure to exercise or enforce any provision of or rights under this Agreement or our other Terms of Service shall not constitute a waiver of any such provision or right.
20. **SEVERABILITY.** If any part or provision of this Agreement or our other Terms of Service is held, in whole or in part, to be invalid, illegal, or unenforceable by any law or regulation of any governmental or regulatory authority, or by the final determination of any court of competent

jurisdiction, that part or provision will be construed consistent with applicable law or regulation as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this Agreement or our other Terms of Service.

21. **ASSIGNMENT; BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, you may not assign or transfer your rights or obligations under this Agreement without our express written consent. Unless consent is granted, all accounts must be closed and reopened under the name of a new customer for issuance of a new account number.

SERVICE CHARGES**LOW INCOME CONNECTION ASSISTANCE PROGRAM****A. LINK UP – TRIBAL AREA ONLY**

1. The Low-Income Telephone Connection Assistance Program (Link-Up) is a plan which assists qualified tribal low-income applicants with reduced service connection charges. The assistance applies for a single telephone line at the applicant's principal place of residence. A reduction of fifty percent of all service connection charges, or \$30.00, whichever is less, will be provided to qualified applicants.
2. The consumer shall receive the benefit of the Link-Up program for a second or subsequent time only for a principal place of residence with an address different from the residence address at which Link-Up assistance was provided previously.
3. **Application for Assistance**
An applicant shall request telephone connection assistance through completion of a form provided by the Company.
4. **Charges and Deferred Payments**
 - a. All service connection charges for installing basic residential telephone service, except security deposits, shall be reduced by 50% or \$30.00, whichever is less.
 - b. An applicant may defer payment of the service connection charges or security deposit. Payments may be deferred up to 12 months with a payment schedule of equal payments of up to \$200.00 assessed for commencing service. Interest will not be charged on deferred payments.

B. LIFELINE ASSISTANCE

1. The Lifeline Assistance Program is a plan which assists qualified low-income applicants with reductions in their monthly local exchange service rate. The assistance applies for a single telephone line at the applicant's principal place of residence. Qualified applicants shall have their monthly local exchange service rate reduced by the federal support of \$1.75, in addition to the baseline federal support used either to waive the Lifeline customer's federal end-user common line charges, or to reduce the Lifeline customer's residential rate.
2. **Eligibility Requirements**
To be eligible for assistance, an applicant must participate in one of the following:
 - a. Medicaid (e.g. Title XIX/Medical, state supplemental assistance)
 - b. Food Stamps
 - c. Supplemental Security Income (SSI)
 - d. Federal public housing assistance
 - e. Low-Income Home Energy Assistance Program (LHEAP)
 - f. Persons with income at or below %135 of the Federal Poverty Guidelines
 - g. Temporary Assistance for Needy Family (TANF)
 - h. National School Lunch Program's Free Lunch Program

The Lifeline customer is responsible for notifying the Company if the customer ceases to participate in any of the public assistance programs listed above.

SERVICE CHARGES**B. LIFELINE ASSISTANCE (Continued)****3. Application for Assistance**

An applicant shall request telephone assistance through completion of a form provided by the Company.

4. Rates

- a. The Lifeline customer will receive a monthly credit toward their local exchange service rate. The total monthly credit consists of the \$1.75 federal support and the baseline federal support to waive the Lifeline customer's federal end-user common line charges or to reduce the Lifeline customer's residential rate.
- b. Toll blocking shall be included with this service offering without charge. No service deposit would be required if applicant voluntarily elects toll blocking with the initiation of Lifeline Service.

SAC: 361404
State: Minnesota
Harmony Telephone Company
Form 481 Line No.: 3010 Milestone Certification

Harmony Telephone Company hereby certifies that throughout 2014, it took reasonable steps to provide upon reasonable request broadband service at actual speeds of at least 4 Mbps downstream/1 Mbps upstream, and currently, it is taking reasonable steps to provide upon reasonable request actual speeds of at least 10 Mbps downstream/1 Mbps upstream broadband service with latency suitable for real-time applications, including Voice over Internet Protocol, and usage capacity that is reasonably comparable to comparable offerings in urban areas and that requests for such service are met within a reasonable amount of time. If a request for broadband service at actual speeds of at least 10 Mbps downstream/1 Mbps upstream is unreasonable, and offering broadband service at actual speeds of at least 4 Mbps downstream/1Mbps upstream is reasonable, the Company offers broadband service at actual speeds of at least 4 Mbps downstream/1 Mbps upstream.

SAC: 361404
State: Minnesota
Harmony Telephone Company
Form 481 Line No.: 3012 Community Anchor Institutions

The FCC's *USF/ICC Transformation Order* requires a listing of community anchor institutions to which the ETC newly began providing broadband service.

In 2014, Harmony Telephone Company did not add any new anchor institutions.

REDACTED:

Harmony Telephone Company

Financial Data 2014 - 2013