FCC Form 481 - Carrier Annual Reporting Data Collection Form

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

<010>	Study Area Code	469011
<015>	Study Area Name	Commnet Four Corners, LLC
<020>	Program Year	2015
<030>	Contact Name: Person USAC should contact with questions about this data	Rohan Ranaraja
<035>	Contact Telephone Number: Number of the person identified in data line <030>	5014481249 ext.
<039>	Contact Email Address: Email of the person identified in data line <030>	rranaraja@atni.com

ANNUAL REPORTING FOR ALL CARRIERS		54.313 Completion Required	54.422 Completion Required
		(check box when complete)	
<100> Service Quality Improvement Reporting	(complete attached worksheet)	✔	
<200> Outage Reporting (voice)	(complete attached worksheet)	✔	✔
<210> ✔ <-- check box if no outages to report		✔	
<300> Unfulfilled Service Requests (voice) 0			
<310> Detail on Attempts (voice)	(attach descriptive document)		
<320> Unfulfilled Service Requests (broadband) 0		✔	
<330> Detail on Attempts (broadband)	(attach descriptive document)		
<400> Number of Complaints per 1,000 customers (voice)			
<410> Fixed 0.0		✔	✔
<420> Mobile 0.0			
<430> Number of Complaints per 1,000 customers (broadband)		✔	
<440> Fixed 0.0			
<450> Mobile 1.0			
<500> Service Quality Standards & Consumer Protection Rules Compliance	(check to indicate certification)	✔	✔
<510> 469011 SQ and Consumer Protection.pdf	(attached descriptive document)	✔	✔
<600> Functionality in Emergency Situations	(check to indicate certification)	✔	✔
<610> 469011 Emergency Functionality.pdf	(attached descriptive document)	✔	✔
<700> Company Price Offerings (voice)	(complete attached worksheet)	✔	
<710> Company Price Offerings (broadband)	(complete attached worksheet)	✔	
<800> Operating Companies and Affiliates	(complete attached worksheet)	✔	✔
<900> Tribal Land Offerings (Y/N)? ◉ ○	(if yes, complete attached worksheet)	✔	
<1000> Voice Services Rate Comparability	(check to indicate certification)		
<1010>	(attach descriptive document)		
<1100> Terrestrial Backhaul (Y/N)? ◉ ○	(if not, check to indicate certification)		
<1110>	(complete attached worksheet)		
<1200> Terms and Condition for Lifeline Customers	(complete attached worksheet)		✔

Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet

Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

<2000>	(check to indicate certification)		
<2005>	(complete attached worksheet)		

Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet

<3000>	(check to indicate certification)		
<3005>	(complete attached worksheet)		

(100) Service Quality Improvement Reporting
Data Collection Form

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

<010>	Study Area Code	469011
<015>	Study Area Name	Commnet Four Corners, LLC
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<030>	Contact Name - Person USAC should contact regarding this data	Rohan Ranaraja
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

<110>	Has your company received its ETC certification from the FCC?	(yes / no) ○ ●
<111>	If your answer to Line <110> is yes, do you have an existing §54.202(a) "5 year plan" filed with the FCC?	(yes / no) ○ ○

If your answer to Line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

Name of Attached Document

Please check these boxes below to confirm that the attached documents(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to § 54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

<113>	Maps detailing progress towards meeting plan targets	☐
<114>	Report how much universal service (USF) support was received	☐
<115>	How (USF) was used to improve service quality	☐
<116>	How (USF)was used to improve service coverage	☐
<117>	How (USF) was used to improve service capacity	☐
<118>	Provide an explanation of network improvement targets not met in the prior calendar year.	☐

(200) Service Outage Reporting (Voice)
Data Collection Form

FCC Form 481
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July 2013

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<020>	Program Year	2015
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

<220>

<a>	<b1>	<b2>	<b3>	<b4>	<c1>	<c2>	<d>	<e>	<f>	<g>	<h>
NORS Reference Number	**Outage Start Date**	**Outage Start Time**	**Outage End Date**	**Outage End Time**	**Number of Customers Affected**	**Total Number of Customers**	**911 Facilities Affected (Yes / No)**	**Service Outage Description (Check all that apply)**	**Did This Outage Affect Multiple Study Areas (Yes / No)**	**Service Outage Resolution**	**Preventative Procedures**

(700) Price Offerings including Voice Rate Data
Data Collection Form

FCC Form 481
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July 2013

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<035>	Contact Telephone Number - Number of person identified in data line <030>	5014481249 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

<701>	Residential Local Service Charge Effective Date	1/1/2014
<702>	Single State-wide Residential Local Service Charge	

<703>

<a1>	<a2>	<a3>	<b1>	<b2>	<b3>	<b4>	<b5>	<c>
State	Exchange (ILEC)	SAC (CETC)	Rate Type	Residential Local Service Rate	State Subscriber Line Charge	State Universal Service Fee	Mandatory Extended Area Service Charge	Total per line Rates and Fees

-- See attached worksheet

(710) Broadband Price Offerings
Data Collection Form

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

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<030>	Contact Name - Person USAC should contact regarding this data	Rohan Ranaraja
<035>	Contact Telephone Number - Number of person identified in data line <030>	5014481249 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

<711>

<a1>	<a2>	<b1>	<b2>	<c>	<d1>	<d2>	<d3>	<d4>
State	**Exchange (ILEC)**	**Residential Rate**	**State Regulated Fees**	**Total Rate and Fees**	**Broadband Service - Download Speed (Mbps)**	**Broadband Service - Upload Speed (Mbps)**	**Usage Allowance (GB)**	**Usage Allowance Action Taken When Limit Reached {*select*}**
			-- See attached					
			worksheet --					

(800) Operating Companies
Data Collection Form

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

<010>	Study Area Code	469011
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

<810>	Reporting Carrier	Commnet Four Corners, LLC
<811>	Holding Company	Atlantic Tele-Network, Inc
<812>	Operating Company	Commnet Four Corners, LLC

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**

-- See attached worksheet --

(900) Tribal Lands Reporting
Data Collection Form

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

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<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Rohan Ranaraja
<035>	Contact Telephone Number - Number of person identified in data line <030>	5014481249 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

<910> Tribal Land(s) on which ETC Serves

Ute Mountain Tribe

<920> Tribal Government Engagement Obligation

CO Tribal Engagement Letters.pdf

Name of Attached Document

If your company serves Tribal lands, please select (Yes,No, NA) for each these boxes to confirm the status described on the attached document(s), on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

		Select (Yes,No, NA)
<921>	Needs assessment and deployment planning with a focus on Tribal community anchor institutions.	Yes
<922>	Feasibility and sustainability planning;	Yes
<923>	Marketing services in a culturally sensitive manner;	Yes
<924>	Compliance with Rights of way processes	Yes
<925>	Compliance with Land Use permitting requirements	Yes
<926>	Compliance with Facilities Siting rules	Yes
<927>	Compliance with Environmental Review processes	Yes
<928>	Compliance with Cultural Preservation review processes	Yes
<929>	Compliance with Tribal Business and Licensing requirements.	Yes

(1100) No Terrestrial Backhaul Reporting
Data Collection Form

FCC Form 481
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July 2013

<010>	Study Area Code	469011
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<030>	Contact Name - Person USAC should contact regarding this data	Rohan Ranaraja
<035>	Contact Telephone Number - Number of person identified in data line <030>	5014481249 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

<1120> Please check this box to confirm no terrestrial backhaul options exist within the supported area pursuant to § 54.313(G) ☐

<1130> Please check this box to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(G) ☐

(1200) Terms and Condition for Lifeline Customers
Lifeline
Data Collection Form

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

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

<1210> Terms & Conditions of Voice Telephony Lifeline Plans

Terms and Conditions.docx

Name of Attached Document

<1220> Link to Public Website

HTTP us.choice-wireless.com/lifeline

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

<1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, ☑

<1222> Details on the number of minutes provided as part of the plan, ☑

<1223> Additional charges for toll calls, and rates for each such plan. ☑

(2000) Price Cap Carrier Additional Documentation
Data Collection Form
Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

FCC Form 481
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July 2013

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

CHECK the boxes below to note compliance as a recipient of Incremental Connect America Phase I support, frozen High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e) the information reported on this form and in the documents attached below is accurate.

Incremental Connect America Phase I reporting

<2010> 2nd Year Certification {47 CFR § 54.313(b)(1)} ☐

<2011> 3rd Year Certification {47 CFR § 54.313(b)(2)} ☐

Price Cap Carrier Receiving Frozen Support Certification {47 CFR § 54.312(a)}

<2012> 2013 Frozen Support Certification ☐

<2013> 2014 Frozen Support Certification ☐

<2014> 2015 Frozen Support Certification ☐

<2015> 2016 and future Frozen Support Certification ☐

Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}

<2016> Certification Support Used to Build Broadband ☐

Connect America Phase II Reporting {47 CFR § 54.313(e)}

<2017> 3rd year Broadband Service Certification ☐

<2018> 5th year Broadband Service Certification ☐

<2019> Interim Progress Certification ☐

<2020> Please check the box to confirm that the attached document(s), on line 2021, contains the required information pursuant to § 54.313 (e)(3)(ii), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year. ☐

<2021> Interim Progress Community Anchor Institutions

Name of Attached Document Listing Required Information

(3000) Rate Of Return Carrier Additional Documentation

Data Collection Form

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

<010>	Study Area Code	469011
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

CHECK the boxes below to note compliance on its five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

(3010) **Progress Report on 5 Year Plan**
Milestone Certification {47 CFR § 54.313(f)(1)(i)}

Name of Attached Document Listing Required Information

(3011) Please check this box to confirm that the attached document(s), on line 3012 contains the required information pursuant to § 54.313 (f)(1)(ii), the carrier shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.

(3012) Community Anchor Institutions {47 CFR § 54.313(f)(1)(ii)}

Name of Attached Document Listing Required Information

(3013) Is your company a Privately Held ROR Carrier {47 CFR § 54.313(f)(2)} (Yes/No)

(3014) If yes, does your company file the RUS annual report (Yes/No)

Please check these boxes to confirm that the attached document(s), on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:

(3015) Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)

(3016) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3017) If the response is yes on line 3014, attach your company's RUS annual report and all required documentation

Name of Attached Document Listing Required Information

(3018) If the response is no on line 3014, Is your company audited? (Yes/No)

If the response is yes on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains

(3019) Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications

(3020) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3021) Management letter issued by the independent certified public accountant that performed the company's financial audit.

If the response is no on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains:

(3022) Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers,

(3023) Underlying information subjected to a review by an independent certified public accountant

(3024) Underlying information subjected to an officer certification.

(3025) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3026) Attach the worksheet listing required information

Name of Attached Document Listing Required Information

Certification - Reporting Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013

<010>	Study Area Code	469011
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients

I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.

Name of Reporting Carrier: Commnet Four Corners, LLC

Signature of Authorized Officer: CERTIFIED ONLINE Date 06/27/2014

Printed name of Authorized Officer: Rohan Ranaraja

Title or position of Authorized Officer: Director

Telephone number of Authorized Officer: 5014481249 ext.

Study Area Code of Reporting Carrier: 469011 Filing Due Date for this form: 07/01/2014

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

Certification - Agent / Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013

<010>	Study Area Code	469011
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier

I certify that (Name of Agent)_____ is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.

Name of Authorized Agent:

Name of Reporting Carrier:

Signature of Authorized Officer: Date:

Printed name of Authorized Officer:

Title or position of Authorized Officer:

Telephone number of Authorized Officer:

Study Area Code of Reporting Carrier: Filing Due Date for this form:

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

TO BE COMPLETED BY THE AUTHORIZED AGENT:

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier

I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.

Name of Reporting Carrier:

Name of Authorized Agent or Employee of Agent:

Signature of Authorized Agent or Employee of Agent: Date:

Printed name of Authorized Agent or Employee of Agent:

Title or position of Authorized Agent or Employee of Agent

Telephone number of Authorized Agent or Employee of Agent:

Study Area Code of Reporting Carrier: Filing Due Date for this form:

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

Attachments

(700) Price Offerings including Voice Rate Data
Data Collection Form

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

<701>	Residential Local Service Charge Effective Date	1/1/2014
<702>	Single State-wide Residential Local Service Charge	

<703>

<a1>	<a2>	<a3>	<b1>	<b2>	<b3>	<b4>	<b5>	<c>
State	Exchange (ILEC)	SAC (CETC)	Rate Type	Residential Local Service Rate	State Subscriber Line Charge	State Universal Service Fee	Mandatory Extended Area Service Charge	Total per line Rates and Fees
CO	CETC Entire Study Area		FR	20.0	0.0	0.0	0.0	20.0
CO	CETC Entire Study Area		FR	30.0	0.0	0.0	0.0	30.0
CO	CETC Entire Study Area		FR	40.0	0.0	0.0	0.0	40.0
CO	CETC Entire Study Area		FR	50.0	0.0	0.0	0.0	50.0
CO	CETC Entire Study Area		FR	70.0	0.0	0.0	0.0	70.0

(710) Broadband Price Offerings
Data Collection Form

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

<711>

<a1> State	<a2> Exchange (ILEC)	<b1> Residential Rate	<b2> State Regulated Fees	<c> Total Rates and Fees	<d1> Broadband Service - Download Speed (Mbps)	<d2> Broadband Service -Upload Speed (Mbps)	<d3> Usage Allowance (GB)	<d4> Usage Allowance Action Taken When Limit Reached {select}
CO		0.0	0.0	0.0	0.0	0.0	0.0	Other, CETCs not required to report Broadband pricing.

(800) Operating Companies
Data Collection Form

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<810>	Reporting Carrier	Commnet Four Corners, LLC
<811>	Holding Company	Atlantic Tele-Network, Inc
<812>	Operating Company	Commnet Four Corners, LLC

<813>

<a1> Affiliates	<a2> SAC	<a3> Doing Business As Company or Brand Designation
Elbert County Wireless, LLC	469010	Choice Wireless
Commnet Four Corners, LLC	469011	Choice Wireless
Commnet Wireless, LLC	499011	Choice Wireless
Commnet of Nevada, LLC	559005	Choice Wireless
Commnet of Nevada, LLC	559007	Choice Wireless
Choice Communications, LLC	649002	Choice Wireless
NTUA Wireless, LLC	459024	Choice Wireless
NTUA Wireless, LLC	499016	Choice Wireless
NTUA Wireless, LLC	509014	Choice Wireless

Line 510 – Compliance with Service Quality Standards and Consumer Protection

Commnet Four Corners, LLC ("Company") hereby certifies that it has reviewed its service quality and consumer protection practices, which it follows in connection with its provision of voice and broadband services, and that these practices ensure that the Company:

(1) Discloses rates and terms of its voice and broadband services to customers.

(2) Makes available maps showing where voice and broadband services are generally available.

(3) Provides contract terms to customers and confirms changes in voice or broadband service.

(4) Allows a trial period for new voice or broadband service.

(5) Provides specific disclosures in advertising.

(6) Separately identifies carrier charges from taxes on billing statements.

(7) Provides customers the right to terminate voice or broadband service for changes to contract terms.

(8) Provides ready access to customer service.

(9) Promptly responds to consumer inquiries and complaints received from government agencies.

(10) Abides by policies for protection of consumer privacy.

(11) Provides consumers with free notifications for voice, data and messaging usage, and international roaming.

(12) Adheres to a policy of not locking its wireless mobile devices (phones and tablets).

These service quality and consumer protection practice categories are the same as those included in the Consumer Code for Wireless Service ("CTIA Code" or "Code") as currently in effect.

Line 610 – Functionality in Emergency Situations

Section 54.202(a)(2) of the Commission's Rules requires that each eligible telecommunications carrier ("ETC") must "[d]emonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations."[1] Section 54.313(a)(6) requires ETCs to certify that they are "able to function in emergency situations as set forth in §54.202(a)(2)"[2] in connection with their provision of voice and broadband services.

Commnet Four Corners, LLC ("Company") has deployed sufficient power generators and uses both microwave facilities and leased lines throughout its network to remain functional during emergencies. These generators and the microwave facilities/leased lines ensure that (1) a reasonable amount of back-up power will be available to ensure functionality without an external power source; (2) the Company will be able to reroute voice and broadband traffic around damaged facilities; and (3) the Company will be capable of managing spikes in voice and broadband traffic resulting from emergency situations. Therefore, the Company hereby certifies that it is able to function in emergency situations.

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[1] 47 C.F.R. § 54.202(a).

[2] 47 C.F.R. § 54.313(a)(6).

Commnet Wireless, LLC

John Champagne, VP Business Development
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December 23, 2013

Ute Mountain Tribe
Gary Hayes (Chairman)
PO Box Jj
Towaoc, CO 81334-0188

Re: Notice to Tribal Government in Accordance with 47 CFR §54.313(a)(9)

Dear Chairman:

According to the National Congress of American Indians Tribal Directory website, http://ncai.org/tribal-directory, you are the contact person for the Tribal government of the Ute Mountain Tribe. Accordingly, we are sending you this Notice, which is required by FCC rules.

Commnet Wireless, LLC ("Commnet Wireless") has been designated as a Competitive Eligible Telecommunications Carrier ("CETC") in the State of New Mexico. All or a portion of your Tribal Lands lie within the geographic area in which Commnet Wireless has been designated a CETC. Please be advised that Commnet Wireless intends to work diligently with your government to coordinate with respect to tangible facilities (if any), that could or would be located on Tribal Land, as well as any other matters relevant to the Tribe, such as, by way of example, assessing the local need for service (including the potential needs of community anchor institutions such as hospitals, schools or medical clinics), feasibility and sustainability planning, land use, environmental and Tribal cultural concerns and compliance with Tribal business and licensing requirements.

Commnet Wireless has assigned me to be the direct interface with your Tribe on the matters identified above. My address and phone are shown above, and my email address is JChampagne@atni.com. My cell phone is 973-839-8006. If there is any other individual within your Tribal government with whom I should be communicating, please let me know.

I look forward to working with you.

Sincerely,

John D. Champagne

John Champagne

TERMS & CONDITIONS

Definitions:

"You" and "your" mean the person or entity that subscribes to Communication Services or purchases Equipment subject to these terms and conditions (this "Agreement"). "We," "our," "us," and "Choice" refer to Choice Communications, LLC, its subsidiaries and affiliates, as well as any other person or entity doing business as Choice and providing Communication Services or Equipment to you. "Communication Service(s)" or "Service(s)" refer to any services you have asked us to provide to you through this Agreement. "Equipment" means any communications equipment or accessories you purchase from us or use in any manner in connection with your Services. The current copy of the this Agreement is maintained at www.choice-wireless.com for your reference and we may update it from time to time; it will control the terms and conditions under which we provide Equipment and Service to you, such as rate plans, access charges, fees, taxes and surcharges, and the Equipment you have selected. Under this Agreement agreed to establish an Account (the "Account") for use of Choice prepaid wireless associated services (the "Service").

Acceptance:

You accept this Agreement when you use the Service or Equipment. If you do not accept, you should promptly return the box with the phone and all its contents undamaged to your place of purchase. Phones purchased directly from Choice must be returned within 30 days from purchase and have less than 30 minutes of airtime usage. Phones purchased at other locations are subject to that location's return policy. Activation charges and airtime fees are not refundable.

Account:

You agree to pay for the Service by deductions from your Account. After your initial Account set up, or making an additional payment for your existing Account, we will provide the Service to you until you have depleted your Account balance. Charges for the Service including, without limitation, wireless airtime, long distance, roaming (if available), balance increases, text and multi-media messages, downloadable applications, directory assistance, and voicemail usage will be deducted automatically from the Account at the applicable rate, depending on your plan and choice of features. If at any time the balance in your Account becomes zero or negative, you may not receive further Service until you make a payment for your Account that creates a positive balance. Call times are billed in one minute increments in which ALL calls will be rounded up to the next one minute increment unless otherwise measured. For data Services, data transport is billed in full-kilobyte increments, and actual transport is rounded up to the next full kilobyte increment at the end of each data session for charging purposes. We charge a full kilobyte of data transport for every fraction of the last kilobyte of data transport used on each data session. Network overhead, software update requests, and re-send requests caused by network errors can increase measured kilobytes. If you select a rate plan or additional features that include a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes, or text messages), unless otherwise specifically provided as part of such rate plan, any unused allotment of services from one monthly period will not carry over to the next monthly period. The length of a call or data session will be measured from when you initiate it (typically, when you press the "Send" key) until you terminate it (typically, when you press the "End" key). Incoming calls will incur airtime charges when you answer the call. Airtime is also charged when a caller leaves you a voicemail and when you access your voicemail or retrieve messages from your Choice wireless phone or another touch-tone phone. You may incur additional charges for roaming or long distance calls. Rates and charges while roaming outside of your local Choice service area may be different from your Choice service area rates. We reserve the right to select the carrier you will use while roaming. Certain features may not be available in all areas or accessible to all wireless phones. You may only access Services through the telephone number assigned to you while the Account is active. All airtime sales are final and non-refundable.

Payments:

When a rate plan and / or feature(s) are selected, we will assess your Account for all charges associated with the Services. Payment will be due at activation for all charges associated with Equipment. Your account must have sufficient funds to accommodate the charges assessed on your assigned cycle date according to your rate and feature selections to avoid service interruption. If you have authorized payment for Services or Equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us. You are responsible for paying all charges applicable to your Account, including, if applicable, charges for access, airtime, features, text and multi-media messaging, roaming, toll, long distance, and directory assistance. In addition, you are responsible for paying any taxes, surcharges, fees, and assessments imposed by us or a governmental authority from time to time in connection with the Services or the Equipment.

Personal Identifiers:

We assign telephone numbers and other personal identifiers in connection with the Service. You have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you. In the event that you request a transfer of your Account and we approve the transfer, that would entail a transfer of personal identifiers to another party; we reserve the right, prior to honoring the request for transfer, to charge a fee for the transfer and to collect any money owed by you for Services or Equipment. Choice is not responsible for, nor do we give refunds for money you may lose due to, lost, stolen, or misused personal identifiers.

Termination By Us:

We may, without liability, limit, interrupt, terminate, or refuse to provide a Service for the following reasons, or for any other good cause: (a) if you do not honor any provision of this Agreement, (b) if you use a Service in a manner that adversely affects Service to other customers or harasses our customers, our employees, or others, (c) if you or others use a Service to engage in fraud or unlawful conduct or are suspected of doing so, (d) if you modify your wireless phone or any software or firmware residing thereon from the original manufacturer's specifications, including for the purpose of accessing services not provided by Choice, (e) if your Service is used in a manner that is excessive or unreasonable with respect to volume or length of calls when compared to the predominant volume or length of call of other Choice customers in your geographic area, or (f) if the majority of your Service is used roaming on a network not owned or operated by Choice. You may not resell any Service. If you maintain a zero or negative balance in your Account for a period of 120 consecutive days, we may suspend or terminate your Account. If you do not use your Account for a period of 120 consecutive days, we may suspend or terminate your Account; if the account is suspended you may not receive credit for any balance remaining in your Account. If we suspend or terminate your account, you may request that we reinstate your Service (which may entail activating a new Account) by calling 1-800-CHOICE9 if you are a US Customer, or 340-220-CHOICE if you are a customer of the US Virgin Islands. You may be assigned a new number at that time and a reactivation fee may apply. We reserve the right not to restore Service interrupted or terminated due to your breach of this Agreement, even if you correct the violation and pay any amounts due at time of termination; if we decide to restore your Service that we interrupt or terminate due to your breach of this Agreement, we may require you to pay a restoration charge as a condition of restoring your Service.

Services Provided By Third Parties:

The Services will be provided either by Choice, an affiliate of Choice, or by our third-party vendors or contractors. We reserve the right to change or modify without notice the source or provider of any Services provided to you.

Unauthorized Use of Third Party Services: You agree that the wireless phone you purchase may not be used to access any services equivalent to the Services that are provided by another wireless service provider or any other third party. Your wireless phone contains programming designed to enable access only to the Services provided by

Choice. Using any manual or electronic means to circumvent any restrictions placed on your wireless phone or to modify without authorization any programming supplied on your phone is a violation of this Agreement.

Privacy And Customer Proprietary Network Information: You authorize us to monitor and record communications to us regarding your Account and the Services; we do this for purposes of quality assurance. We will not give you notice of any subpoenas or court orders related to your Account or your use of Services unless we are required by law to do so. Information in our billing and customer care systems concerning your Account and your use of Services belongs to us, and you have no expectation of privacy with respect to such information. You agree that we may disclose information we have about you, your Account, and the Services you use (1) when required to do so by law, (2) to third parties solely for the purpose of assisting us in providing any Service to you, and (3) if we reasonably believe that an emergency involving immediate harm to a person or property requires disclosure. We may also analyze your Account and usage information to communicate with you regarding Equipment or Services that may become available to you.

Theft and Fraud:

If your Service or Equipment is lost or stolen or fraudulently used, then you are responsible for all usage incurred before Choice receives notice from you of such loss or theft. You agree to cooperate in the investigation of fraud or theft and to provide us with such information and documentation as we may request (including affidavits and police reports).

Limitation of Liability:

In the event we are found to be responsible to you for damages in any way relating to this Agreement, your Account, the Services, or the Equipment, YOU AGREE THAT OUR LIABILITY TO YOU WILL NOT EXCEED YOUR PRO-RATED MONTHLY RECURRING CHARGE or THE AVERAGE MONTHLY PAYMENT YOU MADE TO US TO REPLINISH YOUR ACCOUNT BALANCE FOR SERVICES DURING THE PERIOD IN WHICH YOU INCUR SUCH DAMAGES. WE ARE NOT LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICES, OR ATTORNEYS' FEES.

Disclaimer of Warranties:

WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OR EQUIPMENT YOU RECEIVE FROM US, AND DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We are not responsible for circumstances beyond our control, including without limitation acts or omissions of others, atmospheric conditions, or acts of God. We do not promise uninterrupted or error free Service. We may not manufacture any Equipment or software that you may use in connection with your Service, and your only warranties and representations with respect to Equipment or software are those provided by the manufacturer (with respect to which we have no liability whatsoever).

About These Terms and Conditions:

If you lose your copy of this Agreement, you may retrieve a current electronic copy from www.choice-wireless.com at any time. At any time and at our sole discretion, we may change the terms and conditions of this Agreement, including any charge or fee, or we may require a new charge or fee. We will make reasonable efforts to notify you of any material changes to your Service by text message and by posting the updated terms and plans at www.choice-wireless.com.

Applicable Law:

Your Agreement and Choice's provision of Services to you are subject to (a) the laws of the state in which the Service is obtained and (b) any applicable federal or state laws. In the event of an inconsistency between any governmental requirement and this Agreement regarding the provision of a Service that is subject to the governmental requirement, the provisions of the governmental requirement will apply to the extent necessary to avoid the inconsistency.

Assignment:

Choice may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our consent.

No Waiver; Severability:

If Choice does not enforce any right or remedy available under this Agreement, that failure is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

Third Parties:

This Agreement is for the benefit of you and Choice only, and not any third party.

ARBITRATION:

ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SERVICES AND EQUIPMENT MUST BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, USING THE WIRELESS INDUSTRY ARBITRATION RULES. INFORMATION REGARDING THIS PROCEDURE MAY BE FOUND AT WWW.ADR.ORG. EACH PARTY WILL BEAR THE COST OF PREPARING AND PROSECUTING ITS CASE. WE WILL REIMBURSE YOU FOR ANY FILING OR HEARING FEES TO THE EXTENT THEY EXCEED WHAT YOUR COURT COSTS WOULD HAVE BEEN IF YOUR CLAIM HAD BEEN RESOLVED IN A STATE COURT HAVING JURISDICTION. THE ARBITRATOR HAS NO POWER OR AUTHORITY TO ALTER OR MODIFY THE AGREEMENT OR THESE TERMS AND CONDITIONS, INCLUDING THE FOREGOING LIMITATION OF LIABILITY SECTION. ALL CLAIMS MUST BE ARBITRATED INDIVIDUALLY, AND THERE WILL BE NO CONSOLIDATION OR CLASS TREATMENT OF ANY CLAIMS. THIS PROVISION IS SUBJECT TO THE FEDERAL ARBITRATION ACT. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS ARBITRATION CLAUSE, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL.

This Agreement is the entire Agreement between you and us, which may only be amended as described above. This Agreement supersedes any and all statements or promises made to you by any of our employees or agents.

Lifeline Services:

As part of federal government program, we offer discounted wireless service to qualified low income residents in selected States. For questions or to apply for Lifeline service, call 1-800-CHOICE9 if you are a US Customer, or 340-220-CHOICE if you are a customer of the US Virgin Islands.