

LAW OFFICES
JAMES DODGE RUSSELL & STEPHENS
A PROFESSIONAL CORPORATION

10 WEST BROADWAY, SUITE 400
SALT LAKE CITY, UTAH 84101
TELEPHONE: (801) 363-6363
FACSIMILE: (801) 363-6666

PHILLIP J. RUSSELL

prussell@jdrslaw.com

June 29, 2021

Via Electronic Delivery

Public Service Commission of Utah
Heber M. Wells Building
160 East 300 South
Salt Lake City, Utah 84116
psc@utah.gov

Attn: Mr. Gary Widerburg
Commission Administrator

Re: Commnet Wireless, LLC – FCC Form 481

Dear Mr. Widerburg:

On behalf of my client, Commnet Wireless, LLC (“Commnet”), I submit a courtesy copy of Commnet’s Federal Communications Commission Form 481 and related attachments, recently filed with the FCC.

Please let me know if you have any questions related to this matter.

Sincerely yours,



Phillip J. Russell

encl. FCC Form 481 (with attachments)

**FCC Form 481 - Carrier Annual Reporting
Data Collection Form**

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

December 2020

<010>	Study Area Code	509021
<015>	Study Area Name	Commnet Four Corners, LLC
<020>	Program Year	2022
<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
	Form Type	54.313 and 54.422

<010>	Study Area Code	509021
<015>	Study Area Name	Commnet Four Corners, LLC
<020>	Program Year	2022
<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

[illegible]

<010>	Study Area Code	509021
<015>	Study Area Name	Commnet Four Corners, LLC
<020>	Program Year	2022
<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
<400>	Select from the drop-down list to indicate how you would like to report voice complaints (zero or greater) for voice telephony service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.	
<410>	Complaints per 1000 customers for fixed voice	
<420>	Complaints per 1000 customers for mobile voice	

<010>	Study Area Code	509021
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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
<515>	Certify compliance with applicable minimum service standards	

(600) Functionality in Emergency Situations		FCC Form 481
Data Collection Form		OMB Control No. 3060-0986/OMB Control No. 3060-0819
		December 2020

<010>	Study Area Code	509021
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com
<600>	Certify compliance regarding ability to function in emergency situations	Yes
<610>	Descriptive document for Functionality in Emergency Situations	CFC Line 610 - Emergency Functionality.pdf

<010>	Study Area Code	509021
<015>	Study Area Name	Commnet Four Corners, LLC
<020>	Program Year	2022
<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
<810>	Reporting Carrier	Commnet Four Corners, LLC
<811>	Holding Company	Commnet Wireless, LLC
<812>	Operating Company	Commnet Four Corners, LLC

[illegible]

**(900) Tribal Lands Reporting
Data Collection Form**
**FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
December 2020**

<010>	Study Area Code	509021
<015>	Study Area Name	Commnet Four Corners, LLC
<020>	Program Year	2022
<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

<900> Does the filing entity offer tribal land services? (Y/N) Yes

Navajo Nation

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

<920> Tribal Government Engagement Obligation

900 - Tribal Engagement UT.pdf

<921>

- <922> Feasibility and sustainability planning;
- <923> Marketing services in a culturally sensitive manner;
- <924> Compliance with Rights of way processes
- <925> Compliance with Land Use permitting requirements
- <926> Compliance with Facilities Siting rules
- <927> Compliance with Environmental Review processes
- <928> Compliance with Cultural Preservation review processes
- <929> Compliance with Tribal Business and Licensing requirements.

Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes

**(1000) Voice and Broadband Service Rate Comparability
Data Collection Form**

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

December 2020

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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

<1000> Voice services rate comparability certification Yes

<1010> Attach detailed description for voice services rate comparability compliance

Name of Attached Document

<1020> Broadband comparability certification

Yes - Pricing is no more than the most recent applicable benchmark announced by the Wireline Competition Bureau

<1030> Attach detailed description for broadband comparability compliance

Commnet Form 481 - Line 1030.pdf

Name of Attached Document

**(1100) No Terrestrial Backhaul Reporting
Data Collection Form**
**FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
December 2020**

<010>	Study Area Code	509021
<015>	Study Area Name	Commnet Four Corners, LLC
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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

<1100> Certify whether terrestrial backhaul options exist (Y/N)

Yes

<1130>

<1140> Alaska Plan rate-of-return certification (yes, no, or not applicable) of compliance with approved performance plan.

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

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
December 2020

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

Mobile Terms and Conditions.pdf, Fixed Broadband Terms of Use Agreement.pdf

<1210> Terms & Conditions of Voice Telephony Lifeline Plans

<1220> Link to Public Website

HTTP <https://www.choice-wireless.com/lifeline.html>

<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. ☒

(2005) Price Cap Carrier Additional Documentation**Data Collection Form***Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers*

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

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

Select the appropriate responses below (Yes, No, Not Applicable) to note compliance as a recipient of 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(c),(d),(e). The information reported on this form and in the documents attached below is accurate.

<2015> 2016 and future Frozen Support Certification 47 CFR § 54.313(c)(4)

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)}

<2017A> Connect America Fund Phase II recipient?

<2017C> Total amount of Phase II support, if any, the price cap carrier used for capital expenditures in 2018.

<2018> Attach the number, names, and addresses of community anchor institutions to which the carrier newly began providing access to broadband service in the preceding calendar year - 54.313(e)(1)(ii)(A)

Name of Attached Document Listing
Required Information

Connect America Phase II – FCC Form 470 Postings

<2019> For the filing due July 1 following full implementation of this requirement, answer yes, no, or not applicable to this certification request

(3005) Rate Of Return Carrier Additional Documentation
Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819
 December 2020

<010>	Study Area Code	509021
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

(3007) Does this filing retain a Cost Consultant and/or Firm, or other Third Party to prepare financial and operations data disclosures submitted to the National Exchange Carrier Association (NECA), USAC, or the Administrator?

(3007a)	(3007b)
Name of Consultant	Name of Consultant Firm/Third Party

<010>	Study Area Code	509021
<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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Select from the drop down menu or check the boxes below to note compliance with 54.313(f)(1). Privately held carriers must ensure 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.

(3009)	Progress Report on 5 Year Plan Carrier certifies to 54.313(f)(1)(iii)			
(3010A)	Certification of Public Interest Obligations {47 CFR § 54.313(f)(1)(i)}			
(3010B)	Please Provide Attachment Rate-of-Return Community Anchor Institutions	Name of Attached Document Listing Required Information		
(3012A)	Indicate if the carrier newly deployed broadband service to community anchor institution(s) in the previous calendar year.			
(3012B)	Please Provide Attachment Using link, download template and list the number, name and address for each community anchor institution. Attach the document which contains the community anchor institution details as required by 47 C.F.R. § 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)	<input type="radio"/> <input type="radio"/>	
(3014)	If yes, does your company file the RUS annual report Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:	(Yes/No)	<input type="radio"/> <input type="radio"/>	
(3015)	Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)		<input type="checkbox"/>	
(3016)	Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows		<input type="checkbox"/>	
(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? 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:	(Yes/No)	<input type="radio"/> <input type="radio"/>	
(3019)	Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers		<input type="checkbox"/>	
(3020)	Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows		<input type="checkbox"/>	
(3021)	Management letter and/or audit opinion 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:		<input type="checkbox"/>	
(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		<input type="checkbox"/>	
(3023)	Underlying information subjected to a review by an independent certified public accountant		<input type="checkbox"/>	
(3024)	Underlying information subjected to an officer certification.		<input type="checkbox"/>	
(3025)	Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows		<input type="checkbox"/>	
(3026)	Attach the worksheet listing required information	Name of Attached Document Listing Required Information		

(3005) Rate Of Return Carrier Additional Documentation (Continued)

FCC Form 481

Data Collection Form

OMB Control No. 3060-0986/OMB Control No. 3060-0819

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

Financial Data Summary

(3027) Revenue

(3028) Operating Expenses

(3029) Net Income

(3030) Telephone Plant In Service(TPIS)

(3031) Total Assets

(3032) Total Debt

(3033) Total Equity

(3034) Dividends

<010>	Study Area Code	509021
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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>	5014401249 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

4005 Rural Broadband Experiment

Authorized Rural Broadband Experiment (RBE) recipients must address the certification for public interest obligations and provide a list of newly served community anchor institutions.

Public Interest Obligations – FCC 14-98 (paragraphs 26-29, 78)

Please address Line 4001 regarding compliance with the Commission’s public interest obligations. All RBE participants must provide a response to Line 4001.

4001. Recipient certifies that it is offering broadband meeting the requisite public interest obligations consistent with the category for which they were selected, including broadband speed, latency, usage capacity, and rates that are reasonably comparable to rates for comparable offerings in urban areas.

RBE Community Anchor Institutions

<4003a> Indicate if the carrier newly deployed broadband service to community anchor institution(s) in the previous calendar year

<4003b> Please Provide Attachment: Using link, download template and list the number, name and address for each community anchor institution. Attach the document which contains the community anchor institution details as required by FCC 14-98 (paragraph 79)	Name of Attached Document Listing Required Information
---	--

<010>	Study Area Code	509021
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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

5005 Alaska Plan

(5011)

Please indicate whether any terrestrial backhaul or other satellite backhaul became commercially available in the previous calendar year in areas previously served exclusively by performance-limiting satellite backhaul.

(Yes/No)

(5012)

If the filing carrier identified in its approved performance plans that it relies exclusively on satellite backhaul for a certain portion of the population in its service area, indicate whether any terrestrial backhaul or other satellite backhaul became commercially available in the previous calendar year in areas that were previously served exclusively by satellite backhaul.

(Yes/No)

<5013>	<a>		<c>
	Description Of Backhaul Technology	Date Backhaul Available	Newly Served Locations or Population

(6005) Phase II Auction Reporting Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 December 2020
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<010>	Study Area Code	509021
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rranaraja@atni.com

<6010>	Enter the total amount of Phase II Auction Support, if any, the carrier used for capital expenditures	64387.32
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Phase II Auction and New York Funds Certification

<6011>	Certify (either yes or no) regarding whether the recipient has available funds for all project costs that will exceed the amount of support that will be received for the next calendar year. This certification must be provided starting the first July 1st after receiving support until the recipient’s penultimate year of support	(Yes/No)	Yes
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Phase II Auction Community Anchor Institutions

<6012a>	Indicate if the carrier newly deployed broadband service to community anchor institution(s) in the previous calendar year	No - No New Community Anchors
<6012b>	Please Provide Attachment Using link, download template and list the number, name and address for each community anchor institution. Attach the document which contains the community anchor institution details as required by FCC 14-98 (paragraph 79)	Name of Attached Document Listing Required Information

Phase II Auction FCC Form 470 Postings

<6013>	For the filing due July 1 following full implementation of this requirement answer yes or no to this certification request	No
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Phase II Auction Post-Final Deployment Milestone Performance Certification

<6014>	Starting the first July 1st after meeting the final service milestone, certify (yes or no) that the Phase II-funded network that the Phase II auction recipient operated in the prior year meets the relevant performance requirements in § 54.309	No
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(7005) Phase-Down Support Reporting Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 December 2020
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<010>	Study Area Code	509021
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<020>	Program Year	2022
<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

<7010> Phase II Auction recipient performance requirements certification (Yes/No)

(8005) Uniendo a Puerto Rico Fixed and Mobile Funds Certification Data Collection Form		FCC Form 481
		OMB Control No. 3060-0986/OMB Control No. 3060-0819
		December 2020

<010>	Study Area Code	509021
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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

<8010> **Uniendo a Puerto Rico Stage 2 Fixed – Capital Expenditures**
Enter the total amount of Uniendo a Puerto Rico Stage 2 fixed support, if any, the carrier used for capital expenditures.

<8011> **Uniendo a Puerto Rico Stage 2 Fixed – Available Funds Certification**
Certify (either yes or no) regarding whether the recipient has available funds for all project costs that will exceed the amount of support that will be received for the next calendar year. This certification must be provided starting the first July 1st after receiving support until the recipient’s penultimate year of support.

<8012a> **Uniendo a Puerto Rico Stage 2 Fixed – Community Anchor Institutions**
Indicate if the carrier newly deployed broadband service to community anchor institution(s) in the previous calendar year.

<8012b> Please Provide Attachment
Using link, download template and list the number, name and address for each community anchor institution. Attach the document which contains the community anchor institution details as required by 47 C.F.R. § 54.313(e)(2)(A). Allowable File Types.

Name of Attached Document Listing Required Information

Uniendo a Puerto Rico Stage 2 Fixed – FCC Form 470 Postings

<8013> For the filing due July 1 following full implementation of this requirement answer yes, no, or not applicable to this certification request.

<8014> **Uniendo a Puerto Rico Stage 2 Fixed – Post-Final Deployment Milestone Performance Certification**
Starting the first July 1st after meeting the final service milestone, certify (yes or no) that the Uniendo a Puerto Rico Stage 2-funded network that the Stage 2 recipient operated in the prior year meets the relevant performance requirements in § 54.309.

<8020> **Uniendo a Puerto Rico Stage 2 Fixed – Support Reimbursement Certification**
54.313(n): Recipients of Uniendo a Puerto Rico Fund Stage 2 fixed support shall certify that such support was not used for costs that are (or will be) reimbursed by other sources of support, including of federal or local government aid or insurance reimbursements; and that support was not used for other purposes, such as the retirement of company debt unrelated to eligible expenditures, or other expenses not directly related to network restoration, hardening, and expansion consistent with the framework of the Uniendo a Puerto Rico Fund.

<8030> **Uniendo a Puerto Rico Stage 2 Fixed – Disaster Preparedness and Response Documentation**
54.313(n): Recipients of fixed support from Stage 2 of the Uniendo a Puerto Rico Fund shall certify that they have conducted an annual review of the documentation required by section 54.1515(a)-(c) to determine the need for and to implement changes or revisions to disaster preparation and recovery documentation.

<8040> **Uniendo a Puerto Rico Stage 2 Mobile – Support Reimbursement**
54.313(n): Recipients of Uniendo a Puerto Rico Fund Stage 2 mobile support shall certify that such support was not used for costs that are (or will be) reimbursed by other sources of support, including of federal or local government aid or insurance reimbursements; and that support was not used for other purposes, such as the retirement of company debt unrelated to eligible expenditures, or other expenses not directly related to network restoration, hardening, and expansion consistent with the framework of the Uniendo a Puerto Rico Fund.

<8050> **Uniendo a Puerto Rico Stage 2 Mobile – Disaster Preparedness and Response Documentation**
54.313(n): Recipients of mobile support from Stage 2 of the Uniendo a Puerto Rico Fund shall certify that they have conducted an annual review of the documentation required by section 54.1515(a)-(c) to determine the need for and to implement changes or revisions to disaster preparation and recovery documentation

<8060> **Uniendo a Puerto Rico Stage 2 Mobile – Mobile Disbursements Certification**
54.313(o): Recipients of Uniendo a Puerto Rico Fund Stage 2 mobile support shall certify that they are in compliance with all requirements for receipt of such support to continue receiving Stage 2 mobile disbursements

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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

<9010> Connect USVI Stage 2 Fixed – Capital Expenditures

Enter the total amount of Connect USVI Fund Stage 2 fixed support, if any, the carrier used for capital expenditures.

<9011> Connect USVI Stage 2 Fixed – Available Funds Certification

Certify (either yes or no) regarding whether the recipient has available funds for all project costs that will exceed the amount of support that will be received for the next calendar year. This certification must be provided starting the first July 1st after receiving support until the recipient's penultimate year of support.

<9012a> Connect USVI Stage 2 Fixed – Community Anchor Institutions

Indicate if the carrier newly deployed broadband service to community anchor institution(s) in the previous calendar year.

Please Provide Attachment

<9012b> Using link, download template and list the number, name and address for each community anchor institution. Attach the document which contains the community anchor institution details as required by 47 C.F.R. § 54.313(e)(2)(i)(A).

Name of Attached
Document Listing Required
Information

Connect USVI Stage 2 Fixed – FCC Form 470 Postings

<9013> For the filing due July 1 following full implementation of this requirement answer yes, no, or not applicable to this certification request.

Connect USVI Stage 2 Fixed – Post-Final Deployment Milestone Performance Certification

<9014> Starting the first July 1st after meeting the final service milestone, certify (yes or no) that the Connect USVI Fund Stage 2-funded network that the Stage 2 recipient operated in the prior year meets the relevant performance requirements in § 54.309.

Connect USVI Stage 2 Fixed – Support Reimbursement Certification

<9020> 54.313(n): Recipients of Connect USVI Fund Stage 2 fixed support shall certify that such support was not used for costs that are (or will be) reimbursed by other sources of support, including of federal or local government aid or insurance reimbursements; and that support was not used for other purposes, such as the retirement of company debt unrelated to eligible expenditures, or other expenses not directly related to network restoration, hardening, and expansion consistent with the framework of the Connect USVI Fund.

Connect USVI Stage 2 Fixed – Disaster Preparedness and Response Documentation

<9030> 54.313(n): Recipients of fixed support from Stage 2 of the Connect USVI Fund shall certify that they have conducted an annual review of the documentation required by section 54.1515(a)-(c) to determine the need for and to implement changes or revisions to disaster preparation and recovery documentation.

Connect USVI Fund Stage 2 Mobile - Support Reimbursement Certification

<9040> 54.313(n): Recipients of Connect USVI Fund Stage 2 mobile support shall certify that such support was not used for costs that are (or will be) reimbursed by other sources of support, including of federal or local government aid or insurance reimbursements; and that support was not used for other purposes, such as the retirement of company debt unrelated to eligible expenditures, or other expenses not directly related to network restoration, hardening, and expansion consistent with the framework of the Connect USVI Fund. Recipients of mobile support from Stage 2 of the Connect USVI Fund shall certify that they have conducted an annual review of the documentation required by section 54.1515(a)-(c) to determine the need for and to implement changes or revisions to disaster preparation and recovery documentation.

Connect USVI Fund Stage 2 Mobile - Disaster Preparedness and Response Documentation

<9050> 54.313(n): Recipients of mobile support from Stage 2 of the Connect USVI Fund shall certify that they have conducted an annual review of the documentation required by section 54.1515(a)-(c) to determine the need for and to implement changes or revisions to disaster preparation and response documentation.

Connect USVI Fund Stage 2 Mobile - Mobile Disbursements Certification

<9060> 54.313(o): Recipients of Connect USVI Fund Stage 2 mobile support shall certify that they are in compliance with all requirements for receipt of such support to continue receiving Stage 2 mobile disbursements.

Certification - Reporting Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 December 2020
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<010> Study Area Code	509021
<015> Study Area Name	Commnet Four Corners, LLC
<020> Program Year	2022
<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

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 06/28/2021
Printed name of Authorized Officer: Rohan Ranaraja	
Title or position of Authorized Officer: Executive Director Regulatory	
Telephone number of Authorized Officer: 5014481249 ext.	
Study Area Code of Reporting Carrier: 509021	Filing Due Date for this form: 07/01/2021
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 December 2020
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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 Firm: _____	
Signature of Authorized Agent or Employee of Agent: _____	Date: _____
Name of Authorized Agent Employee: _____	
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.	

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I certify under penalty of perjury that no universal service support has been or will be used to purchase, obtain, maintain, improve, modify, or otherwise support any equipment or services produced or provided by any company designated by the Federal Communications Commission as posing a national security threat to the integrity of communications networks or the communications supply chain since the effective date of the designations

Yes

Please Provide Waiver Document
Allowable File Type (pdf only)

Name of Attached Document Listing Required
Information

Attachments

(800) Operating Companies
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
December 2020

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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	Commnet Wireless, LLC
<812>	Operating Company	Commnet Four Corners, LLC

<813>	<a1>	<a2>	<a3>
	Affiliates	SAC	Doing Business As Company or Brand Designation
	Elbert County Wireless, LLC	469010	Choice Wireless
	Commnet Four Corners, LLC	469011	Choice Wireless/Choice Broadband
	Commnet Wireless, LLC	499011	Choice Wireless/Choice Broadband
	Commnet of Nevada, LLC	559005	Choice Wireless/Choice Broadband
	Commnet of Nevada, LLC	559007	Choice Wireless/Choice Broadband
	Choice Communications, LLC	649002	Choice Wireless
	NTUA Wireless, LLC	459024	Choice Wireless/Choice Broadband
	NTUA Wireless, LLC	499016	Choice Wireless/Choice Broadband
	NTUA Wireless, LLC	509014	Choice Wireless/Choice Broadband
	Commnet Four Corners, LLC	468001	Choice Wireless
	Commnet of Nevada, LLC	558001	Choice Wireless
	Commnet of Nevada, LLC	558002	Choice Wireless
	Commnet of Nevada, LLC	558003	Choice Wireless
	Commnet of Nevada, LLC	558004	Choice Wireless
	Commnet of Nevada, LLC	558005	Choice Wireless
	Commnet of Nevada, LLC	558006	Choice Wireless
	Commnet Wireless, LLC	498023	Choice Wireless
	Commnet Wireless, LLC	488013	Choice Wireless
	Commnet Wireless, LLC	489014	Choice Wireless
	VITELCO - Innovative	643300	Viya
	Vitelcom Cellular Inc.	649005	Viya Wireless
	Commnet Four Corners, LLC	459029	Choice Wireless/Choice Broadband
	Commnet Four Corners, LLC	509021	Choice Wireless/Choice Broadband

(800) Operating Companies	FCC Form 481
Data Collection Form	OMB Control No. 3060-0986/OMB Control No. 3060-0819
	December 2020

OMB Control No. 3060-0986/OMB Control No. 3060-0819
December 2020

[illegible]

Terms & Conditions

[Click Here For Our Terms of Use Agreement for Choice Broadband Service](#)

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 Commnet Wireless, 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.

Extended Nationwide Coverage:

Extended Nationwide Coverage includes areas where Service is provided over a network not owned or operated by Choice. Extended Nationwide Coverage includes certain areas across the United States and some United States Territories, including Puerto Rico. Please visit your local retail store or view our coverage map for more information about Choice's Extended Nationwide Coverage. Monthly (Pay in Advance) and Tribal Lifeline customers receive a monthly allocation of 300 air time minutes and 250 megabytes of data for use in Extended Nationwide Coverage areas. Pre-paid and Lifeline customers do not receive a monthly allocation of minutes or data for use in Extended Nationwide Coverage areas. For your convenience, Extended Nationwide Coverage service features are available for purchase on all plans.

Termination By Us & Acceptable Use:

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, or (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.

Pre-paid Customers: If you do not deposit funds into your Flex Bucket (i.e. Top Up) for a period of 90 consecutive days we will expire your line of service and any Flex Bucket balance that exists at that time. All deposits made to your Flex Bucket, regardless of amount deposited, will extend this expiration period for up to 90 days from the day the deposit is made.

Monthly (Pay in Advance) Customers: If the monthly service amount due is not paid in full prior to the bill cycle due date, the service will be suspended. If the unpaid service amount remains unpaid for a period of 60 consecutive days following the applicable due date, the line of service will be terminated.

Lifeline & Tribal Lifeline Customers: You must use your Lifeline service at least once during any 30 day period by completing an outbound call, using data, purchasing minutes or data, answering an incoming call from someone other than Choice, responding to direct contact from Choice confirming that you want to continue receiving Lifeline

service, or sending a text message. If your service goes unused for 30 days, you will be given a 15 day cure period to use your device. Failure to use your device during the cure period will result in suspension of services.

If we suspend or terminate your account, you may request that we reinstate your Service (which may entail activating a new Account) by calling 719-626-0000 if you are a US Customer or 928-730-2273 if you are a NTUA Navajo Nation customer. 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.

Connect Fee and Additional charges:

Choice Wireless reserves the right to add a Connect Fee to all wireless service plans and/or products sold at any Choice Wireless operated facility. The standard Connect Fee may vary by location. The Connect Fee will be applied but is not limited to the following; new service activations, device replacements, device upgrades, online sales and any other service change that Choice Wireless deems eligible. If a device, product or service is being returned or refunded, no credit or refund will be issued for the Connect Fee after 3 days of original activation.

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.

Promotional Offerings & Giveaways:

1. All offers are eligible to any legal resident that follows participation entry requirements. Some prize redemptions may require a Choice Wireless service in order to redeem offer (i.e. Deposit to FlexBucket or % off next purchase); in such cases, an active service will be required with Choice Wireless to redeem.
2. Choice Wireless employees are not allowed to participate in promotional offerings or giveaways. All offers are in no way promoted, endorsed or administered by, or associated with Facebook, Twitter or Instagram.
3. Choice Wireless reserves the right to run the same promotion on multiple social media sites and within multiple Choice Wireless markets which may results in a single winner from all venues. Any offer can be withdrawn, discontinued or terminated without prior notice.

4. Any person that tampers with or abuses any aspect of the offer, as solely determined by Choice Wireless, will be disqualified. Choice Wireless reserves the right at its sole discretion to terminate the offer if any portion of the offer is compromised by bugs, viruses, non-authorized intervention or any other malicious cause, which has corrupted or impaired the administration, security, fairness or submission of information. Offer is subject to all applicable federal, state and local laws.
5. By accepting a prize, winners agree that they will be responsible for any and all additional taxes, fees, insurance and any other expense applicable to the acceptance and/or receipt of the prize. The prize includes only those items specifically mentioned. Any prizes, offers, giveaways or other redemptions must be claimed the winner or applicable Choice Wireless subscriber (or in the event of any offer or discount (including Choice Cash) to future services, must be applied to such subscriber's account) no less than the earlier of (i) ninety (90) days after the date of award or (ii) the terms or conditions stated in such award.
6. By entering, entrants agree that Choice Wireless, its subsidiaries, affiliates, employees, representatives and agents shall have no liability and will be held harmless by entrant for any injury, loss or damage to entrant or third party due in whole or in part directly or indirectly by reason of the acceptance, possession, fulfillment, use or misuse of any prize relating thereto or participation in this promotion.
7. By completing the entry form and accepting the prize, the winner consents to the use of his/her name, likeness and/or voice for advertising promotional purposes, including live interviews and / or testimonials at the discretion of Choice Wireless without additional compensation, unless prohibited by law.
8. Winner by acceptance of prize, agrees that Choice Wireless, its parent, subsidiary and affiliated companies, advertising, fulfillment, promotional and interactive agencies, and all their respective officers, directors, employees, representatives and agents will have no liability whatsoever for and shall be held harmless by winners against any liability for injuries, death, losses or damages of any kind to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, fulfillment, misuse or use of any prize or participation in this promotion or promotion-related activities.
9. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond reasonable control of Choice Wireless, including but not limited to technical difficulties, unauthorized intervention or fraud, Choice Wireless reserves the right, in its sole discretion, to the fullest extent of the law: (a) to disqualify any entrant; or (b) subject to any written discretions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
10. In the event of war, terrorism, state of emergency or disaster, Choice Wireless reserves the right to cancel, terminate, modify, or suspend the promotion or suspend or modify the prize, subject to any written directions from a relevant regulatory authority.
11. If any of the aforementioned Terms and Conditions are not agreed upon by the entrant/participant of the promotion, do not enter the Choice Wireless contest/sweepstakes/giveaway.

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 719-626-0000 if you are a US Customer or 928-730-2273 if you are a NTUA Navajo Nation Customer.

You must use your Lifeline service at least once during any 30 day period by completing an outbound call, using data, purchasing minutes or data, answering an incoming call from someone other than Choice, responding to direct contact from Choice confirming that you want to continue receiving Lifeline service, or sending a text message. If your service goes unused for 30 days, you will be given a 15 day cure period to use your device. Failure to use your device during the cure period will result in suspension of services.

Mail-In Rebate:

Offer Terms & Conditions:

To be eligible for this rebate, you must purchase a qualifying cell phone product from an approved Choice Wireless Location or at www.choice-wireless.com. All qualifying cell phones are identified at www.choice-wireless.com/amazon-rebate.html. Qualifying Cell Phone purchases must be active on a Choice Wireless Monthly or Lifeline line of service for a minimum of 60-days where all required balances and invoices are paid-in-full.Choice Wireless designs promotions for specific products and does not allow product substitutions. Limit one rebate per qualifying cell phone purchase at full MSRP Price per receipt purchase, per line of service. This rebate offer is not available to Choice Wireless Employee Account types, Choice Wireless Distributors, or Choice Wireless Authorized Agents. This rebate offer is available to all Choice Wireless Subscribers who have mailing addresses within the defined Choice Wireless Home Network, outlined in dark orange for our 4G LTE Home Coverage and light orange for our 3G Home Coverage, on the Choice Wireless Coverage Map found here <https://www.choice-wireless.com/coverage.html>. Purchases made outside of the Choice Wireless Home Network are not eligible for the Choice Wireless Mail-In Rebate Program. Choice Wireless Mail-In Rebate program(s) associated with this offer will be paid with an Amazon eGift Card. Values vary depending on qualifying cell phone purchased. A valid email address is required to receive an Amazon eGift Card value. Choice Wireless requires Mail-In Rebate Submissions to be post-marked no later than 30-days from original purchase date of qualifying cell phone. Qualifying Cell Phones must be purchased at full MSRP Price where no discounts have been applied to the cell phone costs. Cell Phones purchased at discounted prices are not eligible for the Choice Wireless Mail-In Rebate Program. Choice Wireless Promotions where services are discounted may qualify for the Choice Wireless Mail-In Rebate program if the qualifying Cell Phone was purchased at full MSRP Price. More than one submission of the same cell phone purchase constitutes fraud. For those who qualify, Amazon eGift Cards will be emailed within 90-days of original cell phone purchase date. Failure to comply with the rules of this promotion will make your submission invalid and could delay or prevent the fulfillment of the Amazon eGift Card value. The Choice Wireless Mail-In Rebate Form must be completed in its entirety. All required documentation including completed Mail-In Rebate Form, Cell Phone Serial Number Image or cut from box, and Proof-of-Purchase Receipt must be mailed to Choice Wireless - Mail-In Rebate, 1585 S Perry St, Castle Rock, CO 80104.

Choice Broadband Terms of Use Agreement

Commnet Wireless, LLC, its subsidiaries and affiliates, as well as any other person or entity doing business as Choice Wireless ("Choice"), strives to provide, through its Choice Broadband product, the highest quality high speed internet service ("Service") to each of its Customers. Choice has adopted this Terms of Use Agreement ("Agreement") in the advancement of that goal.

All Customers and others who use the Service ("Customer(s)", "you" or "your") must comply with this Agreement. Your failure to comply with the terms outlined in this Agreement may result in the suspension or cancellation of Service. Use of the Service constitutes your definitive acceptance of the terms of this Agreement, the Choice Broadband High Speed Internet Service Agreement and the Choice Broadband Acceptable Use Policy.

Customer agrees that:

- Customer shall use the Service for Internet access for computers located within the installed Premises of Service only. Customer shall not lease or sublease or provide Internet access to others through the use of the Service or otherwise without the express and written consent of Choice.
- Customer's Premises Equipment, hereafter referred to as "CPE" is provided by Choice for use by Customer for the purposes of enjoying the Service.
- CHOICE is not liable for any direct, indirect or consequential damages caused by third party installers or equipment installed on Customer's premises.
- THE USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER CHOICE NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES CHOICE, ITS AGENTS, LICENSORS OR EMPLOYEES MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. SPECIFICALLY, THERE IS NO EXPRESS OR IMPLIED WARRANTY FOR A PARTICULAR PURPOSE FOR THE SERVICES TO BE PROVIDED HEREUNDER. CHOICE, ITS EMPLOYEES, AFFILIATES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND ASSIGNS SHALL NOT BE RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED EQUIPMENT, WITHOUT LIMITATION. CHOICE SHALL NOT BE HELD LIABLE FOR LOSS OF ANY SOFTWARE, HARDWARE OR DATA, IN WHATEVER FORM STORED ON ANY COMPUTER EQUIPMENT ONTO WHICH CHOICE CPE IS INSTALLED. IT IS CUSTOMER'S RESPONSIBILITY TO BACK UP ANY AND ALL DATA AND SOFTWARE PRIOR TO THE INSTALLATION OF THE CHOICE CPE.
- Customer may be subject to additional charges, at Choice's sole discretion, including, but not limited to bad check charges, non-payment reconnect fees, equipment replacement costs, administrative fees and early termination fees. Further, Customer agrees to pay any taxes, surcharges, fees, and assessments imposed by Choice or a governmental authority from time to time in connection with the Service or the CPE.
- Choice shall not be liable to Customer for any damages arising from any event that is out of the control of Choice. Neither shall Choice be liable for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including but not limited to, lost profits, or for the loss of data or information of any kind, however caused and arising out of or in connection with the performance of Choice or the provision of Services or performance hereunder, whether based in contract, tort, or any other legal theory, and whether or not Choice has been made aware of the possibility of such damages. In no event shall liability exceed a refund of amounts actually paid by Customer for the then current month.
- Force Majeure; For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions and labor strikes and other like events that are beyond the reasonable anticipation and control of the Party affected.
- The bandwidth provided by Choice is a shared Service. Any quoted bandwidth rating/transfer rate for the Service is a maximum rate and not guaranteed based upon the shared Service. Choice reserves the right to manage its networks to provide for maximum efficiency. Due to the demands of the Internet, the

limitations of other networks that comprise the Internet and Customer's equipment limitations, the maximum speeds may be available but only on a burst basis.

- The Acceptable Use Policy ("AUP") is attached to this Terms of Use Agreement. All Customers must read and agree to the terms set forth in the AUP as well as this Agreement.
- Customer warrants that he or she 18 years of age or older.
- Customer indemnifies and will hold harmless Choice and its successors and assigns, from any and all copyright, trademark, patent or any other legal liability arising out of Customer's use of this Service.
- Customer is responsible for Customer account even if used by someone else.
- Breach of this Agreement or the AUP by Customer may result in immediate and permanent termination of Services in addition to liability for any and all damages, including attorney fees and costs.
- Customer is solely responsible for limiting access to objectionable materials that may be on the Internet. Choice takes no responsibility or liability for unauthorized viewing of said materials by minors or any other persons.
- This agreement is and shall be governed by and construed in accordance with the laws of the State of Nevada applicable to agreements made and performed in Nevada. Any cause of action of a Customer with respect to the Service must be instituted within one year after the claim or cause of action has arisen or be barred.
- Any Service purchased by a non-commercial entity is provided to Customer for their private non-commercial use.

Acceptable Use Policy for Choice Broadband Service:

Commnet Wireless, LLC, its subsidiaries and affiliates, as well as any other person or entity doing business as Choice Wireless ("Choice"), strives to provide, through its Choice Broadband product, the highest quality high speed internet service ("Service") to each of its Customers. Choice has adopted this Acceptable Use Policy (this "Policy") in the advancement of that goal.

All Customers and others who use the Service ("Customer(s)", "you" or "your") must comply with this Policy. Your failure to comply with the terms outlined in this Policy may result in the suspension or cancellation of Service. Use of the Service constitutes an agreement to abide by this Policy and the Terms of Use Agreement.

Unlawful Activity:

Choice prohibits any activities that are illegal, fraudulent, an infringement on the rights of any person or entity, or interfere with the use and enjoyment of the Service by others. This includes but is not limited to the examples listed below:

Use of the Service to:

- Transmit, receive, store, post, or otherwise disseminate any defamatory, obscene, libelous, unlawful, or threatening data, information, or material.
- In any way disseminate any material, data, or information that any reasonable person could deem unlawful, or could constitute a criminal offense, or in any way violates any local, state, or federal law.
- Infringe in any manner the copyright or proprietary rights of any rights holders.
- Download or in any way distribute any copyrighted material without the express permission of the copyright holder.
- Engage in unsolicited bulk or commercial email messages ("spam").
- Perform any activity that disrupts the servers, Services, or network of Choice or any other entity, commonly referred to as a denial of Service attacks.
- Restrict, inhibit, or otherwise diminish the ability of any person or entity, regardless of intent, purpose or knowledge, to use or enjoy the Service (with the exception of tools designed for safety, such as firewall or parental control software).
- Falsify, alter, or remove message headers or packet headers or in any way alter normal network operations.

- Impersonate any person or entity by name or other identifier in messages, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity, commonly referred to as "phishing".
- Violate the terms of Service, acceptable use, rules, regulations, or policies of any service, network, system, server, or application you access or use.
- Access any entity's computer, network, data, or software without the consent of the owner; bypass or attempt to breach any security measures of any computer, network, Service, or account. This includes, but is not limited to, using another entity's credentials to which you are not authorized; accessing data not intended for you, and any unauthorized port scanning.
- Obtain, distribute, or use any tools or devices designed or commonly used for compromising the security of computers, networks, or software. This includes but is not limited to password generators, decoders, packet sniffers, keystroke loggers, cracking tools, and "Trojan Horse" programs.
- Perform any Service, alterations, or modifications with the Choice CPE or Service or permit any other person to do such who is not authorized by Choice.
- Redistribute or resell the Service or otherwise make the Service available to anyone outside the Premise of Service. This includes wired and wireless networking technologies.
- Use the Service as an Internet Service provider, whether or not for profit.

Hosting and Servers on Residential accounts:

Residential accounts are provided for the use of Internet Services on computers and networked devices at the Premises of Service where the Internet Service is installed.

Customer shall not, and shall not permit or allow its Residential Service to:

- Use dedicated, stand-alone equipment or servers from the Premises of Services that provide content or Services to anyone outside of the Premises of Service including peer-to-peer file sharing programs.
- Use programs from the Premises that provide content or Services to anyone outside of your premises.
- Use encryption technologies to mask the presence of servers or server software.
- Use the Service for any business enterprise or purpose, whether or not for profit.

Responsibility for CPE:

- The CPE is provided by Choice for use by Customer for the purposes of enjoying the Service. The CPE remains the property of Choice. Choice will replace the CPE in the event that it is defective in the normal use of the Internet Service. Improper use or handling of the CPE, or in the event that the CPE is lost or stolen, charges for replacement, including but not limited to, equipment costs and labor costs will be the responsibility of Customer.
- Access to the configuration interfaces, including web based and command-line configuration is prohibited except when performed by a Choice agent or employee. Any other entity that accesses the configuration of the CPE may require that the CPE be reprovisioned by a Choice employee at Customer's expense.

Service Fees:

- Service Fees are as follows: Relocate / move service - \$99.00
 - Service Call - \$50.00 + materials if applicable
 - Insufficient Funds on returned checks \$35.00
 - Service Suspend / Idle - \$7.50 per month plus \$25.00 reconnect fee
 - Reconnection Fee \$25.00

- Finance Charge will be added to unpaid invoices on account the 6th of each month.

Excessive Use:

Full speed network availability may be limited to 256 kbps for downloads and 128 kbps for uploads if network usage exceeds 250GB in a given billing period.

Choice Broadband Installation Standard Procedures and Requirements:

Commnet Wireless, LLC, its subsidiaries and affiliates, as well as any other person or entity doing business as Choice Wireless ("Choice"), strives to provide, through its Choice Broadband product, the highest quality high speed internet service ("Service") to each of its Customers. Choice has adopted these installation standard procedures and requirements (this "Policy") in advancement of that goal.

All Customers and others who use the Service ("Customer(s)", "you" or "your") must comply with this Policy. Your failure to comply with the terms outlined in this Policy may result in the suspension or cancellation of Service. Use of the Service constitutes an agreement to abide by this Policy and the Terms of Use Agreement. As a condition of receiving the Service, Customer agrees to the following:

1. The location of the antenna at the Premises of Service ("Premises") will be determined by Choice in its sole discretion and based on the availability of a line-of-sight to the transmitting/receiving antenna and satisfactory signal strength.
2. Choice Standard installation practice ("Standard installation") includes mounting the antenna via a bent-arm bracket to the exterior of the building on the Premises. Standard installation includes affixing cable to the building exterior from the antenna location around the building exterior via the most efficient route, and through the exterior wall to the interior location nearest Customer's computer equipment. Standard installation includes Choice standard attachment hardware to affix the antenna mount and cable to the exterior of the building on the Premises. Standard installation includes only configuring Customer's existing installed computer hardware for Ethernet connectivity to the Service. Any and all additional materials or labor required to complete installation of the Service are not included in the Standard installation and therefore may be billable items.
3. Upon assessment of the Premises to determine an installation plan, the installation technician will consult with Customer regarding the required location of the antenna, most efficient route for the cable run to the interior of the Premises, and the method of attachment of the antenna and cable to the Premises. Should the installation plan require services other than those included in Standard installation, or if customer requests installation beyond Standard installation, fees ("Non-standard installation fees") in excess of the amount charged by Choice for Standard installation will be incurred by Customer.
4. Non-standard installation practices include, but are not limited to, running cable through an attic or crawlspace, running cable along a path other than the above referenced most efficient path, the use of special or non-standard attachment hardware to affix the antenna mount and cable to the Premises or mounting the antenna on a mast or other support device either attached to or separate from the Premises. The installation technician will advise Customer of the Non-standard installation practices and the cost for the installation technician to perform same. If Customer agrees to Non-standard installation fees, Customer shall indicate his/her agreement to payment of the additional fees by initialing the applicable space on the Choice Broadband High Speed Internet Service Agreement.
5. Choice technicians are not permitted to perform work on a Customer's roof, dig trenches, climb poles or perform other laborious or hazardous work to facilitate installation. If the Premises of Service require a mounting location or method necessitating the aforementioned types of activity, such work must be performed by Customer or their representative, at Customer's sole cost.
6. In some cases, Customer's computer will require additional equipment or software installation, updates or reconfiguration to enable it to connect to the Service. This may include network adapters, Windows Updates, and/or other software/hardware. Installation and configuration of these items must be performed by Customer or Customer's representative, at Customer's sole cost.

7. In all instances, the decision of the installation technician as to mounting location, methods, materials, suitability, etc. is definitive. Customer shall have the opportunity to express opinions, requests and alternatives to the installation plan only during the initial consultation with the installation technician regarding the installation plan. In the case of a disagreement between Customer and the installation technician, Customer's sole option shall be to terminate the installation. Under Choice policies, the installer has discretion in the circumstance of disagreement with Customer to terminate the installation. In the case of termination of installation by either party, Customer agrees to pay labor charges at the rate of \$85.00 per hour for the amount of time that the installation technician spent in furtherance of the terminated installation. There is a minimum ½ hour charge for labor costs (\$42.50). If the installation is terminated by either party, and Customer desires an installation be performed at another time, there will be no credit given to Customer for labor charges paid by Customer for the terminated installation.

About this Terms of Use Agreement:

If you lose your copy of this Agreement, you may retrieve the current version at any time by visiting <https://www.choice-wireless.com/broadband-terms.html>. At any time and at its sole discretion, Choice may change the terms of this Agreement, including but not limited to amending any charges or fees described herein, or imposing new charges and fees from time to time. Choice will make reasonable efforts to notify you of any material changes to your Service by text message or e-mail and by posting the updated Agreement at <https://www.choice-wireless.com/broadband-terms.html>.

Broadband Services Rate Comparability

Company certifies that its pricing of at least one broadband service is no more than the relevant reasonable comparability benchmark, as published annually by the Wireline Competition Bureau, as required in [47 C.F.R. section 54.313(a) (3)] or is no more than the non-promotional price charged for a comparable fixed wireline service in urban areas in the states or U.S. Territories where the eligible telecommunications carrier receives support. The detailed rates below support the certification:

Commnet Broadband Speeds and Pricing compared to the benchmarks published

Download Mbps	Upload Mbps	Allowance	Viya Rate	Benchmark
6	3	Unlimited	\$49.95	\$75.72 (4 Mbps/1 Mbps)
25	3	Unlimited	\$79.95	\$86.72 (25 Mbps/3 Mbps)



December 1, 2020

Navajo Nation
President Jonathan Nez
P. O. Box 7440
Window Rock, AZ 76515

Re: Notice to Tribal Government in Accordance with 47 CFR §54.313(a)(5)

Dear President Nez:

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 Navajo Nation. 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 Utah. 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, marketing services in a culturally sensitive manner, rights of way, land use, environmental and Tribal cultural preservation 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 number are shown below, 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 Champagne

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 throughout its network and uses both microwave facilities and leased circuits to 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.

¹ 47 C.F.R. § 54.202(a).

² 47 C.F.R. § 54.313(a)(6).