

BEFORE THE WASHINGTON
UTILITIES AND
TRANSPORTATION COMMISSION

In The Matter of the Petition of
North American Local, LLC
For Designation as an Eligible
Telecommunications Carrier and
For Waiver of Certain Requirements in
WAC 480-123-030

Docket No. _____

PETITION OF NORTH AMERICAN LOCAL, LLC FOR DESIGNATION AS
AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN WASHINGTON
AND FOR WAIVER OF WAC 480-123-030(1)(d)(f) AND (g) AND FILED
CONFIDENTIALLY UNDER THE PROTECTION OF WAC 480-07-160 FOR THE
PURPOSES OF PROTECTING TRADE SECRETS

Jorge Bellas
Managing Partner
13430 Gulf Beach Hwy., #79
Pensacola, FL 32507

December 22, 2015

SUMMARY

North American Local, LLC (“North American” or “Company”) respectfully submits this Petition for Designation as an Eligible Telecommunications Carrier (“ETC”) pursuant to Section 214(e) (2) of the Communications Act of 1934, as amended (the “Act”), Section 54.201 et seq. of the FCC’s rules and WAC Chapter 480-123.¹ North American seeks designation as an ETC in specified exchanges in the State of Washington solely for the limited purpose of offering service to end user customers in the state eligible to receive funds from the federal Universal Service Fund (“USF”) low income support program (“Lifeline”). North American does not seek funding from the USF high-cost program, the Washington Telephone Assistance Program (“WTAP”) or the Washington State Universal Communication Service Program. North American also seeks a waiver of the requirements set forth in WAC 480-123-030(d), (f) and (g).

Sections 214(e)(2) and 254 of the Act expressly authorize the Commission to designate North American as an ETC. North American meets all of the statutory and regulatory requirements for designation as an ETC, except set forth in the waiver request. Further, the public interest will be served by granting this request because consumers qualifying for the Lifeline discounts offered by North American will receive the benefits of high-quality wireless services at substantially discounted prices. Accordingly, North American respectfully requests that the Commission grant this Petition expeditiously so that qualified Washington residents can benefit from the high-quality and high-value services that the Company plans to offer.

I. BACKGROUND

A. North American Local, LLC

¹ North American previously submitted a similar petition on September 15th, 2015 in Docket no. UT-151842, but withdrew it without prejudice on October 22, 2015.

North American is a Nevada Limited Liability Company with its principle offices in Pensacola, Florida and is authorized to do business in Washington (Exhibit A). The company provides wireless Lifeline service in Alabama and Wisconsin and provides wireline Lifeline service in Alabama. North American's rate plans are attached as Exhibit B.

Consistent with the requirements of WAC 480-123-030(1)(b) and Section 54.201(d)(1) of the FCC's rules, North American will use a combination of its own facilities and those of its underlying wireless provider, who holds commercial mobile wireless service licenses throughout Washington, to provide Lifeline wireless service in Washington.

B. Designation of Eligible Telecommunications Carriers

Sections 214(e)(2) and 254 of the Act expressly authorize this Commission to designate North American as an ETC. Section 214(e) further provides that the Commission may, in the case of any other area in Washington, designate more than one common carrier as an ETC, provided the requesting carrier: offers services that are supported by federal universal service support mechanism; and advertises the availability of such services. The FCC's and this Commission's rules impose additional requirements on a common carrier seeking designation as an ETC. As demonstrated below, North American satisfies each of these requirements.

C. Commission Has Granted ETC Designations to Nine Other Wireless

Carriers that Offer Lifeline Services.

Nine other wireless carriers have received an ETC designation from this Commission for low-income only support:

1. YOURTEL America, Inc.: Docket UT-110423
2. Tracfone Wireless, Inc.: Docket UT-093012
3. Q-Link Wireless, LLC: Docket UT-130702
4. Boomerang Wireless, LLC: Docket UT-121610
5. TELRITE Corporation: Docket UT-110321
6. i-wireless, LLC: Docket UT-101640
7. Budget Prepay, Inc.: Docket UT-
8. Cricket Communications, Inc.: Docket UT-111534
9. Virgin Mobile USA, L.P.: Docket UT-100203

D. Scope of North American's ETC Designation Request

North American seeks ETC designation only for the limited purpose of receiving available support from the Lifeline program, in the wire centers listed on Exhibit C, which will be North American's service area. As described below, the instant request to participate in the Lifeline program promotes the goals of universal service and offers many benefits to low-income customers in Washington. North American's Lifeline plan will provide affordable and convenient wireless services to qualifying customers, many of whom are otherwise unable to afford any telecommunications service.

E. Description of North American's Lifeline Service Offering

Under the Company's Basic Lifeline Plan (the "Plan"), North American will provide qualified Lifeline customers in Washington not less than 250 minutes of airtime (each text message counts as 1 minute of usage), that do not rollover, every month at no charge. These can be used for both local and long distance calling. For

customers residing on tribal areas, North American offers not less than 1,000 minutes of airtime (each text message counts as 1 minute of usage), that does not roll over, every 30 days at no charge. No monthly recurring fee will be charged to Lifeline customers because North American will apply all low-income universal service support to defray this expense. 911/E911 Compliant handsets will be provided at no charge to qualifying Lifeline customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline. At no time, will North American assess Lifeline customers an activation fee to enroll in the Company's Lifeline supported plans.

In the event that all airtime is used within the free 30-day period, Lifeline customers may purchase additional minutes to replenish airtime in 30-day increments.

North American's service plans, available as standalone pre-paid plans or as Replenishment minutes, are available for purchase via online at www.northamericanlocal.com or by calling customer service. All low-income universal service support will be used to allow North American to provide the Plan with no monthly recurring charge, or provide the Lifeline discount on other available service offerings, thus ensuring that Lifeline consumers receive the full benefit of the universal service support funding for which North American will seek reimbursement. North American will not deduct airtime minutes for calls made by Lifeline customers to customer service, or for calls made by North American to such Lifeline customers to address billing, customer care and customer issues. All North American plans include at no additional charge:

1. Caller ID
2. Call Waiting
3. Call Forwarding
4. 3-way Calling
5. Voicemail

F. North American's Verification Process

Only North American employees will perform all order fulfillment, compliance verification and recertification functions. Only employees of North American shall sign-up and solicit customers, provide marketing, perform initial customer eligibility functions and provide customer support. These employees shall collect proof of eligibility from customers and submit the applications into the order entry system that will dip into USAC's National Lifeline Accountability Database ("NLAD") to verify the subscriber is not a duplicate. The application would still need to go through a second check by the compliance team at North American and the application shall not be approved until all compliance checks have been completed.

North American uses the uniform eligibility criteria established in 47 C.F.R § 54.409. All subscribers must be required to demonstrate eligibility based at least on: household income at or below 135% of the Federal Poverty Guidelines for a household of that size; the household's participation in one of the federal assistance programs listed in the rule², or eligibility established by the State for its residents, "provided such criteria are based solely on income or factors directly related to income".

² "The consumer, one or more of the consumer's dependents, or the consumer's household must receive benefits from one of the following federal assistance programs: Medicaid; Supplemental Nutrition Assistance Program; Supplemental Security Income; Federal Public Housing Assistance (Section 8); Low Income Home Energy Assistance Program; National School Lunch Program's free lunch program; or Temporary Assistance for Needy Families." 47 C.F.R. § 54.409(A)(2)

All subscribers must complete a Lifeline certification form that complies with 47 CFR 54.410(d).

North American follows the de-enrollment procedure specified in 47 CFR 54.405(3) and it annually re-certifies subscribers pursuant to 47 CFR 54.410(f).

II. NORTH AMERICAN SATISFIES THE STATUTORY AND REGULATORY PREREQUISITES FOR DESIGNATION AS AN ETC.

North American satisfies each of the statutory and regulatory prerequisites set forth in the Act, the FCC's rules and WAC 480-123-030 (except those for which a waiver is sought).

A. North American Provides the Services and Functionalities Supported by the Federal Universal Service Program [47 C.F.R. §§ 54.101(a)].

North American provides each of the services supported by federal universal service support mechanisms, as set forth in 47 C.F.R. § 54.101(a), and will offer these supported services throughout the areas in Washington in which it is designated as an ETC. As noted earlier, North American will provide these supported services using the infrastructure of a national wireless carrier, its interconnections and its own facilities.

1. Voice Grade Access – “Voice grade access” permits a telecommunications user to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications, including receiving a signal that there is an incoming call. North American's customers in Washington will be able to make and receive calls on the public switched telephone network.

2. Local Usage – “Local Usage” means an amount of minutes of use of exchange service, prescribed by the FCC, provided free of charge to end users.³” The FCC interpreted its rule as requiring carriers to offer customer rate plans offering varying amounts of local usage but has not set any specific amount. North American’s 250 minute per month Plan qualifies as offering local usage because the customer can use all of those minutes for local calling.
3. Access to Emergency Services – “Access to emergency service” includes access to services, such as 911 and enhanced 911 (“E-911”), provided by local governments or other public safety organizations. All of the phones that North American distributes in Washington are capable of delivering automatic number (“ANP”) and automatic location information (“ALI”) and otherwise satisfy applicable state and federal E-911 requirements.

B. North American as a Common Carrier is Eligible to Receive Support [47 C.F.R. §54.201(d)].

Section 3(10) of the Act, 47 U.S.C. § 153(10), defines a common carrier as “any person engaged as a common carrier for hire, in interstate or foreign communications by wire or radio...” North American meets this definition by offering interstate communications by radio as a common carrier for hire.

1. North American will provide the Supported Services through its own facilities [54.201(d)(1)].

³ See Western Wireless Corp, Petition for Designation as an Eligible Telecommunications Carrier in the State of Wyoming, CC Docket No. 96-45, Memorandum Opinion and Order, 16 FCC Red 48, ¶ 52 10 (2000).

North American operates as a facilities-based provider for the supported services, purchasing certain elements from its underlying national wireless provider and routing the calls through its own network. North American does have a pending compliance plan on file, but is does not need the forbearance from the “own facilities” requirements that are granted by an approved compliance plan. North American Locals network has the capabilities to carry and transport subscriber wireless and wireline calls over its own facilities. See Exhibit E for network diagram, network description and call flows.

2. North American Will Advertise the Availability of and Charges for Its Universal Service Qualifying Offerings [54.201(d)(2)].

North American will advertise the availability of the supported services detailed above. Section 214(c)(1)(B) of the Act requires that an ETC advertise the availability of Supported Services and the related charges using media of general distribution. ETC’s are also required to publicize the availability of Lifeline services in a manner reasonably designed to reach those likely to qualify for such service. North American will advertise that availability of the Supported Services throughout its designated service area using media of general distributions in a manner that is designated to reach those likely to qualify for such services⁴. North American will use a variety of media resources including, but not limited to, point of sales materials, customer direct mail, customer brochures, print media and community events.

⁴ 47 C.F.R. § 54.405(b).

C. North American Will Satisfy Its Additional Obligations as an ETC. [47 C.F.R. §202].

1. Commitment to Serve all Customers Making a Reasonable Request for Service. [54.202(a)(1)]

If designated as a wireless ETC, North American will provide service through a combination of its own facilities and those of its underlying national wireless carrier. Because its underlying wireless provider is already operational, and North American is providing service using the same facilities in other states, North American will be able to commence offering its Lifeline service programs to all qualified consumers soon after it receives approval from the Commission. As a result, North American is able to meet the requirements of 47 C.F.R. § 54.202(a)(1).

2. Five Year Service Improvement Plan [54.202(a)(1)(ii)].

The Five Year Service Improvement Plan's requirement is intended to demonstrate that high-cost funds are used appropriately. This requirement is not applicable to North American, per this subsection, because it intends to only provide low-income services.

3. Ability to Remain Functional in Emergency Situations [54.202(a)(2)].

47 C.F.R. § 54.202(a)(2) requires that an ETC provide "a demonstration of the carrier's ability to remain function in emergency situation..." North American is using a combination of its own facilities and those of its underlying national wireless provider that include back-up battery power at cell sites to ensure functionality in emergency situations. North American's facilities are located in

major telecom hotels with substantial back up power and redundancy to route traffic around damaged facilities.

4. Satisfaction of Applicable Consumer Protection and Service Quality Standards [54.202(a)(3)].

North American will comply with all applicable state and federal consumer protection and service quality standards. Further, North American will abide by CTIA's Consumer Code for Wireless Service ("CTIA Code"), in those areas where it is seeking designation as an ETC. North American will use its best efforts to resolve any complaint received by the Commission and will work with staff to resolve any complaints or other compliance matters.

5. North American is Financially and Technically Able to Provide Lifeline Service [54.202(a)(4)].

As discussed below, North American is technically able to offer Lifeline service by relying upon the technical capabilities of its underlying national wireless carrier and its own network engineers. North American will provide financial information to the Commission, on a confidential basis, that will demonstrate North American's financial capabilities.

6. North American's Terms and Conditions [54.202(a)(5)].

North American has attached as Exhibit D the terms and conditions under which it will offer Lifeline service to subscribers in Washington.

D. North American will accept Conditions Imposed upon Other Wireless ETCs.

This Commission has approved the petitions for ETC designations of nine wireless carriers identified previously. Each approval contained a list of Washington-specific conditions, which are mostly identical, with some-company specific variations. North American already complies with the conditions applied to other ETCs and is willing to accept additional conditions upon its ETC designation similar to those imposed on other wireless ETCs.

III. DESIGNATING NORTH AMERICAN AS A COMPETITIVE ETC WILL SERVE THE PUBLIC INTEREST.

One of the principal goals of the Act, as amended by the Telecommunications Act of 1996, is “to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies” to all citizens, regardless of geographic location or income⁵. Designating North American as an ETC will serve the public interest generally, and the needs of low-income customers in Washington needing unlimited local and long distance calling, in particular.

The public interest benefits associated with the Company’s wireless services include larger local calling areas (compared to traditional wireless carriers’ calling areas), the convenience and personal security of mobile telephone service, the opportunity to receive a high value wireless plan that provides local and domestic long distance, and emergency services in accordance with FCC requirements. Wireless service greatly benefits consumers who routinely drive long distances to attend work or school or to accomplish everyday tasks such as shopping or attending community and social events.

⁵ Telecommunications Act of 1996, Pub. L No. 104-104, 110 Stat. 56.

North American's service is provided with no credit check, deposit requirement, minimum services periods, or early termination fees, so the services is an attractive and affordable alternative to qualified low income consumers. The services provided by North American will provide consumers with a convenient and affordable alternative to traditional telecommunications that are limited to home use.

IV. NORTH AMERICAN REQUESTS A WAIVER OF THREE COMMISSION REQUIREMENTS THAT ARE NONAPPLICABLE TO ITS LIMITED REQUEST

North American requests that the Commission exempt it from requirements set forth in WAC 480-123-030(d), which provides that an ETC petitioner must include a plan of investment to be made with the federal support and description of how the expenditures will benefit customers. This requirement was adopted for carriers seeking high-cost support to fund investments to their networks. North American is only seeking a limited designation as an ETC for Lifeline support. Since North American will pass all Lifeline credits through to eligible customers, it has no basis for filing an investment plan, and should be granted a waiver of this requirement.

North American also seeks a waiver of the requirement in WAC 480-123-030(f) to provide a map in .shp format of proposed service areas with existing and planned locations of cell sites and shading to indicate where the carrier provides and plans to provide commercial mobile radio service. North American's wireless coverage will be the same as the wireless coverage of its underlying national wireless provider. North American does not own cell sites or spectrum needed to develop cell sites within the state. North American request a waiver of this requirement to provide coverage maps.

North American seeks a waiver from WAC 480-123-030(g) that North American demonstrates that it has back up battery power or generators for anything other than its own facilities. North American is utilizing a combination of its own facilities and the network of a national wireless provider, and has implemented a state-of-the art network that can route traffic around damaged facilities. North American's network and the network of its underlying national wireless provider has the ability to route traffic around damaged facilities as well and has substantial back up battery back-up power for any power loss.

This Commission has already granted waivers for these three rule requirements to the other wireless ETCs and would expect the Commission to grant the same to North American.

V. Conclusion

Based on the information above, North American has demonstrated its eligibility for designation as an ETC. Accordingly, North American respectfully requests that the Commission grant this Petition and waivers expeditiously so that consumers of Washington can benefit from the excellent service that North American is providing to customers in other states.

Respectfully submitted this the 22nd day of December, 2015.

By: _____

Jorge Bellas
Managing Partner
13430 Gulf Beach Hwy., #79
Pensacola, FL 32507

DECLARATION OF JORGE BELLAS

I, Jorge Bellas, state as follows:

1. I am the Managing Partner of North American Local LLC (“North American”), a wireless service provider. My business address is 13430 Gulf Beach Hwy., #79 Pensacola, FL 32507.

I am authorized to execute this Declaration on behalf of North American.

2. I have read the foregoing pleading for and on behalf of North American. The matters and things set forth in said pleading are true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated: December 22, 2015

Place of Execution: Pensacola, Florida

Jorge Bellas, Managing Partner

Exhibit A

Washington Certificate of Registration

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, **KIM WYMAN**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF REGISTRATION

to

NORTH AMERICAN LOCAL LLC

alan NV Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 8/19/2015

UBI Number: 603-534-714



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 8/21/2015

Exhibit B

Rate Plans

Wireless ETC Packages

300 Free Minutes Bundled Talk and Text
300 Free Minutes Talk and Text
500 Minute Plan (Autopay only)
Tribal 1000 Free Minutes each month
Tribal No Coverage 250 Free Roaming Minutes

Top-ups

100 Minutes ETC - \$4.99
200 Minutes ETC - \$9.99
300 Minutes ETC - \$14.99

Referral Promo top-ups

100 Free Tribal Roaming Referral Minutes
100 Minutes Promo Call (approval needed)
100 Free Minutes Referral
50 Minutes Courtesy
Tribal Referral 200 Free Minutes

Exhibit C Service

Area

**North American Local LLC.
Areas for Eligible Telecommunications Carrier Designation**

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
ASOTIN TELEPHONE CO.	
	ANATONE
	ASOTIN
CENTURYTEL OF COWICHE, INC.	
	COWICHE
	RIMROCK
	TIETON
CENTURYTEL OF INTER-ISLAND, INC.	
	BLAKELY ISLAND
	EAST SOUND
	FRIDAY HARBOR
	LOPEZ
CENTURYTEL OF WASHINGTON, INC.	
	AMES LAKE
	ARLETTA
	ASHFORD
	BASIN CITY
	CARNATION
	CATHLAMET
	CHENEY
	CHINOOK

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	CONNELL
	COULEE CITY
	CURTIS
	EDWALL-TYLER
	ELTOPIA
	EUREKA
	FALL CITY
	FORKS
	FOX ISLAND
	HANSVILLE
	HARRINGTON
	KAHLOTUS
	KETTLE FALLS
	LAKE QUINAULT
	LAKEBAY
	LIND
	MATHEWS CORNER
	MCCLEARY
	MEDICAL LAKE
	MESA
	MINERAL
	MONTESANO
	NORTH BEND
	OCEAN PARK
	OCOSTA
	ODESSA

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	ORTING
	OTHELLO
	PACKWOOD
	PUGET ISLAND
	RANDLE
	REARDAN
	RITZVILLE-BENGE
	SOUTH PRAIRIE
	SPANGLE
	SPRAGUE
	TWISP
	VADER
	VASHON
	WASHTUCNA
	WILSON CREEK
ELLENSBURG TELEPHONE CO.	
	SELAH
FRONTIER COMMUNICATIONS NORTHWEST INC.	
	ACME-DEMING-WHATCOMCTY
	ANACORTES
	ARLINGTON
	BENTON CITY
	BLAINE-BIRCH BAY-GTLD
	BOTHELL
	CAMAS-WASHOUGAL

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	CUSTER-GTLD
	DEMING-WHATCOMCTY
	EVERETT
	EVERSON-GTLD
	FAIRFIELD
	FERNDALE-GTLD
	GARFIELD
	GEORGE
	GRANITE FALLS
	GRAYLAND
	HALLS LAKE
	KENNEWICK
	KIRKLAND
	LA CONNER
	LATAH
	LAUREL-WHATCOMCTY
	LYNDEN
	MAPLE FALLS
	MARYSVILLE
	MONROE
	MOUNT VERNON
	NACHES
	NEWPORT
	NILE
	OAK HARBOR
	PALOUSE

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	PULLMAN
	QUINCY
	RICHLAND
	RICHMOND BEACH
	ROCKFORD
	ROSALIA
	SEDRO WOOLLEY
	SEDRO WOOLLEY-CONTEL
	SILVER LAKE
	SKYKOMISH
	SNOHOMISH
	SOAP LAKE
	STANWOOD
	STEVENS PASS
	SULTAN
	SUMAS-GTLD
	TEKOA
	WATERVILLE
	WENATCHEE
	WESTPORT
HOOD CANAL TELEPHONE CO.	
	UNION
INLAND TELEPHONE CO.	
	DEWATO
	PRESCOTT

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	ROSLYN
	UNION TOWN
KALAMA TELEPHONE CO.	
	KALAMA
LEWIS RIVER TELEPHONE CO., INC.	
	LA CENTER
MASHELL TELECOM, INC.	
	EATONVILLE
MCDANIEL TELEPHONE CO.	
	MOSSYROCK
	SALKUM
PIONEER TELEPHONE CO.	
	ENDICOTT
QWEST CORPORATION	
	ABERDEEN-HOQUIAM
	AUBURN
	BAINBRIDGE ISLAND
	BATTLE GROUND
	BELFAIR
	BELLEVUE
	BELLINGHAM-GTLD
	BLACK DIAMOND
	BREMERTON
	BUCKLEY
	CASTLE ROCK

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	CENTRALIA
	CHEHALIS
	CLE ELUM
	COLFAX
	COLVILLE
	COPALIS
	DEER PARK
	DES MOINES
	EASTON
	ELK
	ENUMCLAW
	EPHRATA
	GRAHAM
	GREEN BLUFF
	HOODSPORT
	ISSAQUAH
	KENT
	LIBERTY LAKE
	LONGVIEW-KELSO
	LOON LAKE
	MAPLE VALLEY
	MOSES LAKE
	MOSES LAKE
	NEWMAN LAKE
	OLYMPIA
	OTHELLO

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	PATEROS
	PORT ANGELES
	PORT LUDLOW
	PORT ORCHARD
	PORT TOWNSEND
	PUYALLUP
	RENTON
	RIDGEFIELD
	ROCHESTER
	ROY
	SEATTLE
	SEQUIM
	SHELTON
	SILVERDALE
	SPOKANE
	SPRINGDALE
	SUMNER
	TACOMA
	VANCOUVER
	WAITSBURG
	WARDEN
	WINLOCK
	YAKIMA
ST. JOHN TELEPHONE CO.	
	ST JOHN

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
TENINO TELEPHONE CO.	
	BUCODA
TOLEDO TELEPHONE CO., INC.	
	TOLEDO
UNITED TELEPHONE - NORTHWEST	
	CHIMACUM-CENTER
	COLUMBIA
	DALLESPORT
	GOLDENDALE
	GRANDVIEW
	GRANGER
	HARRAH
	HOOD CANAL
	LYLE
	MABTON
	MATTAWA
	PATERSON
	PORT ANGELES-GARDINER
	POULSBO
	PROSSER
	ROOSEVELT
	STEVENSON
	TOPPENISH
	TROUT LAKE
	WAPATO

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	WHITE SALMON
	WHITE SWAN
	WHITSTRAN
	WILLARD
WESTERN WAHKIAKUM COUNTY TELEPHONE CO.	
	GRAYS RIVER
	NASELLE
WHIDBEY TELEPHONE CO.	
	PORT ROBERTS
	SOUTH WHIDBEY
YCOM NETWORKS, INC.	
	RAINIER

Exhibit D

Terms and Conditions

NORTH AMERICAN LOCAL AND CONDITIONS

This Agreement (including any attachments or schedules and applicable tariffs governs the provision of the Services by North American Local (referred to herein as “North American Local” or the “Company”) to you (referred to herein as “you,” “your,” “applicant,” “subscriber,” or “user”) and your use of the Services and Mobile Devices activated for use with the Services. As used in this Agreement, the term: (A) “Services” means services to the subscriber under a service plan provided by or through North American Local to your Mobile Device; and (B) “Mobile Device” means as mobile phone or other device, accessory or other product, provided or sold to you by North American Local, or that is activated or used under your North American Local account.

Part 1: General Service Terms and Conditions

Read Carefully. Please read these terms and conditions carefully as they contain information about your use of the Services and the Mobile Device. This Agreement becomes effective and legally binding upon you when you activate or use a Mobile Device associated with the Services. You must be 18 years old or an emancipated minor to enter into this Agreement. **IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT OR ARE NOT 18 YEARS OLD/AN EMANCIPATED MINOR, PLEASE DO NOT USE OR ACTIVATE THE MOBILE DEVICE.**

Application of Tariffs. North American Local may elect or be required to file with the appropriate regulatory agency tariffs regarding the delivery of certain Services. In the event that such tariffs are filed with respect to any of the Services ordered by you, the terms set forth in the applicable tariff (or any successor document in the event of de-tariffing) shall govern North American Local’ delivery of, and your use of, the Services subject to the tariff. Such tariffs are hereby incorporated by reference.

Changes. North American Local reserves the right to change or modify these terms and conditions, applicable tariffs, or its policies at any time. The changes will become effective at the time the change is posted on the North American Local website at www.northamericanlocal.com. If the change has a material adverse impact on your use of the Services, North American Local will provide advance notice to you of the change. You may terminate the Services without termination penalties within 30 days of receiving such notice. If you do not terminate the Services within this period, you agree to accept any such changes. Please check the North American Local website

often for updates and changes.

Service Subject to Availability; Coverage. The furnishing of Service is subject to the availability in the area in which you wish to use the Mobile Device. Coverage is not available everywhere and quality of Services may be affected by conditions beyond North American Local's control, including atmospheric, geographical, or topographical conditions. Subscribers do not have the ability to use the Services with any other wireless phone, device, or on another network. Services may also be affected by damage to wireless handsets. North American Local does not guarantee, or warrant, that the Services will be available at any specific time or geographical location, or that the Services will be provided without interruption. If there is no wireless coverage, your call to 911 may not go through and, in that case, you should dial 911 from the nearest landline phone.

Hearing, Visual or Speech Impaired Accommodations. Any hearing, visual or speech impaired persons interested in obtaining the Services using a specially equipped Mobile Device or other available accommodation in compliance with all applicable laws, rules, and regulations should call North American Local at 1-877-200-1367.

Airtime Expiration; Deactivation. Unused airtime expires 30 days from date of loading. Subscribers using non-Lifeline Services must purchase and load airtime at least once during any consecutive 60-day period. If no additional airtime is loaded within 30 days after the airtime expiration, your non-Lifeline Service will be deactivated.

No International Services. International calling through the Service or on the Mobile Device is strictly prohibited. Airtime may only be used for domestic calling and other Services as provided to you within the United States. Although attempts to place international calls should be blocked, if an international call is attempted and successful on your Mobile Device, your Services will be immediately suspended. You may release your account from suspension by purchasing sufficient airtime to cover the fees for the international calls.

Fraudulent Calls. You are responsible for all fraudulent use of your Mobile Device. In the event you discover fraudulent calls are being made (or reasonably believe fraudulent calls are being made) with your Mobile Device or on your North American Local account, you must immediately notify North American Local at 1-877-200-1367. In the event North American Local discovers fraudulent calls are being made (or reasonably believes fraudulent calls are being made), you agree and acknowledge that North American Local may take action to prevent such fraudulent calls from taking place, including the suspension or termination of the Services.

Termination. Either party may terminate this Agreement upon notice to the other party. Early termination fees may apply. Upon any deactivation or termination of Services, you

acknowledge and agree that North American Local may reassign the phone number that had been assigned to your Mobile Device.

Prohibited Network Uses. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms, unduly interferes with or degrades the use of North American Local's network or systems. North American Local reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice, text or data uses detailed below. North American Local voice and text services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy.

North American Local voice and text services may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, broadcast or autodialed calls or texts, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals. North American Local data services are provided solely for purposes of personal (i.e., non-commercial) use including web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on line gaming. Our data services may not be used: (i) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos, music, or other files or to operate hosting services including, but not limited to, web or gaming hosting; (ii) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (iii) to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; (iv) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (v) for activities adversely affecting the ability of other people or systems to use either North American Local' services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (vi) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a North American Local handset designated for such usage); or (vii) for any other reason that violates our policy of providing service for individual use.

Unlimited Use Plans. If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to the Prohibited Network Uses policy.

No Resale. You may not resell the Services. You may not sell the Mobile Device to a third-party if the Mobile Device is actively being used for Lifeline service. Any Mobile Device provided at no cost to you for use with North American Local Lifeline service may not be sold to a third-party at

any time. Subscribers may not sell or resell data content.

Service Plans and Charges. Service plan descriptions and charges are specified in the Pricing Schedules posted on our website at www.northamericanlocal.com. You may not be eligible for certain Service plans or pricing. Service plans and descriptions may be modified by posting a revised Pricing Schedule on the North American Local website.

Taxes and Other Fees. North American Local charges state and local sales taxes. You are responsible for payment or reimbursement to North American Local of any fees, taxes or surcharges that are imposed or authorized by regulatory and governmental entities, including but not limited to, any and all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), regulatory fees, value-added and other taxes, levies, surcharges, duties, fees, pay-phone service provider compensation or other related surcharges, chargeable to or against North American Local or subscriber because of the Services provided to you, as well as North American Local administrative fees. You shall indemnify, defend and hold harmless North American Local against any damages, losses, claims or judgments arising out of any exemption claimed by you or your failure to pay taxes or regulatory fees, including, without limitation, any liens, attachments, fines or penalties. Taxes, surcharges and other fees are subject to change without notice.

Billing and Other Disputes. If you in good faith dispute any portion of any North American Local invoice, you shall submit to North American Local written documentation identifying and substantiating the disputed amount. Billing disputes and written documentation may be submitted by mail to North American Local, 38 South Blue Angel Pkwy, Suite 401 Pensacola 32506. Subject to state law, if you do not report a dispute within sixty (60) days following the date on the applicable invoice, you shall have waived your right to dispute that invoice. Any disputed amounts resolved in favor of you shall be credited to your account. Any disputed amounts determined payable by you to North American Local shall be due within ten (10) days of the resolution of the dispute. North American Local may, without the obligation to arbitrate, seek to recover amounts owed to it by you in any court with jurisdiction. Otherwise, any dispute arising out of or relating to this Agreement that has not been resolved by the good-faith efforts of the parties (see Dispute Resolution below) shall be settled only by binding arbitration, which may be initiated by either party, and conducted in accordance with this Agreement. If any unauthorized or disputed charge appears on a subscriber's statement for a third-party product, the subscriber must contact that third-party directly. Third-party contact information is also available by calling North American Local at 1-877-200-1367.

Refunds. North American Local is not responsible for, nor will the Company refund any lost, stolen, misused, or damaged North American Local Additional Minutes Plans, including refill cards. Additional plans purchased must be applied to a subscriber's account within 1 year of purchase. North American Local does not accept returns or provide refunds for any North American Local

Additional Minutes Plans. All purchases of North American Local Additional Minutes Plans are final and non-refundable regardless of who uses or possesses the subscriber's wireless phone after airtime is purchased, and regardless of whether the wireless phone is used with the subscriber's consent or knowledge. In addition, all monthly charges are non-refundable.

Returns. Mobile Devices purchased or received for free directly from North American Local may be returned for a full refund or replacement at a North American Local authorized location within 90 days of activation, provided that you return the complete Mobile Device in the same condition it was received at the time of activation with original contents and packaging. Mobile Devices that are visibly damaged will not be covered under the 90-day return policy. Please contact North American Local at 1-877-200-1367 for additional instructions. North American Local provides new and refurbished Mobile Devices to subscribers. Mobile Device models may vary. North American Local reserves the right to replace Mobile Devices with various models at its sole discretion. All Mobile Devices purchased directly from North American Local include a 90-day warranty from North American Local.

Subscribers that experience a Mobile Device malfunction should call North American Local at 1-877-200-1367.

Lost or Stolen Equipment. If you lose your Mobile Device or it is stolen, you are responsible for all charges incurred until North American Local is notified that the Mobile Device has been lost or stolen. To report a lost or stolen Mobile Device, you should contact North American Local at 1-877-200-1367. Upon receiving notice of the lost or stolen phone, North American Local will suspend the account immediately. You will be provided an option to reactive your account with a new Mobile Device. If you do activate a Mobile Device or notify North American Local that you have found your original Mobile Device within 30 days of the suspension of the account, the account will be terminated and North American Local will assign the wireless phone number associated with that Mobile Device to another user.

Wireless Phone Number. North American Local subscribers must accept the number that is assigned to them at the time of activation. In the event a subscriber desires and is eligible to port a number, they can do so at no cost by contacting North American Local Customer Service at 1-877-200-1367. The wireless phone number North American Local provides for your use is and will remain the property of North American Local. North American Local may reassign your wireless phone number to another subscriber, without giving notice, if you cancel the Services, or if the account expires, is deactivated or is otherwise terminated. You may transfer a wireless number prior to the wireless number being reissued to another subscriber and if you wish to do so, please contact North American Local Customer Service at 1-877-200-1367.

Transferring a Phone Number From Another Carrier. In some situations, you may transfer an existing telephone number used with another provider to your North American Local account to use with your Mobile Device. To switch an existing phone number to North American Local, please contact North American Local Customer Service at 1-877-200-1367 and have a bill available from the existing provider. When a subscriber transfers service from another wireless carrier to North American Local, the former provider may charge you termination or other fees. North American Local will not reimburse you for any termination or other fees imposed by other providers.

Use of Your Subscriber Information. By agreeing to terms and conditions of this Agreement, you also agree to the terms of the North American Local Privacy Policy (“Privacy Policy”). The Privacy Policy may change from time to time so review it with regularity and care. It includes important information on what data we collect about you, how we use this data and with whom we share that data, as well as provides your options regarding how we use your information. North American Local may disclose to law enforcement authorities and governmental agencies any information about you, including but not limited to, your name, account information, account history, or other information.

As the Company provides telecommunications products and Services to you, the Company obtains information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill. Any such “Customer Proprietary Network Information” (CPNI) data that North American Local collects from you will be handled in accordance with the Federal Communications Commission regulations and the North American Local Privacy Policy. Under federal law, you have the right and the Company has the duty to protect the confidentiality of your CPNI.

Service Interruptions. In the event North American Local determines that it is necessary to interrupt the Services for any reason or there is the potential for a Services interruption due to system maintenance, North American Local will use reasonable efforts to notify you prior to the performance of such maintenance and will attempt to schedule such maintenance during non-peak hours.

Disclaimer of Warranties. NORTH AMERICAN LOCAL MAKES NO WARRANTY TO YOU OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE, OF THE SERVICES PROVIDED HEREUNDER OR DESCRIBED HEREIN OR REGARDING THE MOBILE DEVICE, OR AS

TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY NORTH AMERICAN LOCAL ARE HEREBY EXCLUDED AND DISCLAIMED. YOU SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES AND NORTH AMERICAN LOCAL SHALL HAVE NO LIABILITY THEREFORE. NORTH AMERICAN LOCAL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD-PARTIES. A SUBSCRIBER MAY RESIDE IN A STATE THAT DOES NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS REMEDIES FOR BREACH. THEREFORE, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO ALL SUBSCRIBERS. A SUBSCRIBER MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY STATE.

Limitation of Liability. THE LIABILITY OF NORTH AMERICAN LOCAL TO YOU FOR CLAIMS THAT YOU HAVE AGAINST NORTH AMERICAN LOCAL, TO THE EXTENT ALLOWABLE BY LAW, IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICES FIRST GIVING RISE TO SUCH CLAIM OR OTHERWISE NO MORE THAN AN AMOUNT EQUAL TO THE SERVICE CHARGE IN THE MONTH IN WHICH THE CLAIM OR CLAIMS FIRST AROSE. NORTH AMERICAN LOCAL SHALL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES FOR ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO THE PROVISION OF THE SERVICES, FAILURE TO PROVIDE THE SERVICES, OR IN CONNECTION WITH A MOBILE DEVICE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS OR SERVICES.

Indemnification. You agree to indemnify and hold harmless North American Local from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) resulting from use of the North American Local Services or a Mobile Device, whether based in contract or tort (including strict liability) and regardless of the form of action.

Dispute Resolution. In addition to your rights and obligation under the Billing and Other Disputes provision of this Agreement, you agree to contact North American Local with any disputes. You agree to contact North American Local with any dispute by calling North American Local at 1-877-200-1367 or by writing North American Local at 38 South Blue Angel Pkwy, Suite 401 Pensacola 32506, Attn: Customer Service. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. A North American Local representative will contact you at the last address you have provided or by

phone. North American Local agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on the account statement, even while a dispute is being resolved. If a dispute resolution is not reached within 30 days after notice of dispute was given, either party may commence a binding arbitration proceeding in accordance with the Arbitration provision of this Agreement.

Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations hereunder (except for failure to pay amounts due) if and to the extent that such default or delay arises out of causes beyond its reasonable control, including without limitation acts of God, acts of war, acts of terrorism, earthquakes, fires, cable cuts, power outage, catastrophic network element failures, floods, riots, civil disorders, rebellions, strikes, lockouts and labor disputes (individually, each such event a "Force Majeure Event").

Regulatory Requirement. If a regulatory body, or a court of competent jurisdiction, issues a rule, regulation, law or order that has the effect of materially increasing the cost to provide Services hereunder or canceling, changing, or superseding any material term or provision of this Agreement (collectively "Regulatory Requirement"), then this Agreement shall be deemed modified in such a way as is consistent with the form, intent and purpose of this Agreement and as is necessary to comply with such Regulatory Requirement. If the change has a material adverse impact on your use of the Services, North American Local will provide advance notice to you of the change. You may terminate the Services without termination penalties within 30 days of receiving such notice. If you do not terminate the Services within this period, you agree to accept any such changes.

Compliance with Laws. You shall comply with all laws, statutes, ordinances, codes, regulations and other pronouncements having the effect of law of any government authority with respect to its use of the Services.

Assignment. No assignment of this Agreement or any rights or obligations hereunder, by operation of law or otherwise, shall be made by you without the prior written consent of North American Local, such consent not to be unreasonably withheld.

No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to confer on other third parties any remedy, claim, liability, reimbursement, cause of action or other right.

Notices and Contact Information. You may contact North American Local at: North American Local, 38 South Blue Angel Pkwy, Suite 401 Pensacola 32506; Phone: 1-877-200-1367.

Mandatory, Individual Arbitration of Disputes. North American Local and subscriber agree that any and all disputes, except as otherwise provided in the Billing Disputes and the Dispute

Resolution provisions above, will be arbitrated between us, on an individual, not on a class-wide or consolidated, basis. The arbitrator's decision will be final and binding and may be entered in any court with jurisdiction. The arbitration will be conducted by JAMS under the JAMS Comprehensive Arbitration Rules & Procedures, except nothing under this Agreement or the JAMS Comprehensive Arbitration Rules & Procedures will allow you to arbitrate on a class-wide or consolidated basis. As an exception to the obligation to arbitrate, if a claim qualifies for small claims court, either party may bring such claim in small claims court. Nothing prevents either party from bringing a dispute to the attention of any federal, state, or local government agency.

NO CLASS ACTIONS. TO THE EXTENT ALLOWABLE BY LAW, YOU EXPRESSLY AGREE THAT YOU SHALL NOT, AND YOU HEREBY WAIVE ANY RIGHT TO, PURSUE CLAIMS OR DISPUTES AGAINST NORTH AMERICAN LOCAL ON A CLASS-WIDE BASIS (JOIN YOUR CLAIM WITH THE CLAIMS OF ANY OTHER PERSON OR ENTITY) OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

NO JURY TRIALS. TO THE EXTENT ALLOWABLE BY LAW, EACH PARTY AGREES THAT THEY SHALL NOT SEEK, AND HEREBY WAIVES ANY RIGHT TO, TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

Content and Data Services. North American Local Data Services will allow access to many forms of data content such as Internet, text, pictures, music, email, or other materials. Some data content that subscribers will access will be from other third- party websites or services. Data content from third parties may harm the Mobile Device or its software. Some of this data content may be: (i) offensive, indecent, or objectionable; (ii) unreliable and inaccurate; and (iii) otherwise unsuitable for minors. Subscribers of North American Local Data Services are solely responsible for evaluating the data content accessed while using the Services and the Company strongly recommends that you monitor data usage by minors. North American Local, for any reason, may place restrictions on accessing certain data content, limit the amount of data subscribers can access, or terminate a subscriber's access to Data Services. North American Local supports the use of data content, but, North American Local makes no representations or warranties (expressed or implied), to the extent permitted by law, including, any warranty of merchantability, fitness for a particular purpose, service quality of content, non-infringement, performance, accuracy, or efforts of any third party's data content or to third party data content a subscriber may access while using the Services. North American Local does not have control over the data content provided on a third party's site that a subscriber may access. North American Local reserves the right to change, limit, or terminate access to data content, without notice, at any time, and is not required to replace any data content requested by subscribers. If a subscriber uses their cell phone to browse the Internet, their cell

phone number or other information may be transmitted over the Internet. By activating or using a North American Local phone and/or using the data Services, subscribers understand any risks associated and agree they have been notified of such risks.

Third-Party Applications. If you use a third-party application with the Services or your Mobile Device, the application may use, collect or disclose your personal information and cause North American Local to disclose your information. You authorize North American Local to provide information related to your access or use of the third -party application and agree that the third-party provider, our employees, contractors and vendors may access the information on your Mobile Device.

Law Enforcement. North American Local intends to fully comply with the Communications Assistance for Law Enforcement Act and other similar laws or regulations. By use of the Services, you agree that, if and as required by law enforcement entities, North American Local may monitor or facilitate monitoring, and otherwise disclose the nature and content of communications transmitted through the Services or the Mobile Device without any further notice or liability.

Entire Understanding; Severability and Survival. This Agreement, together with any appendices, addenda, order forms, attachments, schedules, policies and exhibits attached hereto, all of which are incorporated by reference, sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. If any part of the Agreement held to be invalid or unenforceable, the rest of the Agreement remains in full force and effect. The rights, obligations and commitments under this Agreement that by their nature would logically continue after the termination of the Agreement, including dispute resolution, limitation of liability, no class action, no jury trial, payment obligations, etc., shall survive the termination of the Services.

Order of Precedence. Unless expressly provided otherwise in a Service order, in the event of conflict among the documents comprising this Agreement, the order of priority shall be: (i) any publicly filed tariff governing the Service (or a successor document in the event of detariffing); (ii) this Agreement; and (iii) attachments (including online policies). If there is a direct conflict between the additional terms relating to the Lifeline Services specified in Part 2 of this Agreement, for Lifeline Services Subscribers, the Part 2 terms will prevail over the Part 1 terms, but only with respect to the direct conflict of such terms.

Part 2: Terms and Information Related to Lifeline Services

Lifeline Program. Lifeline is a government assistance program that is supported by the federal Universal Service Fund and is administered by the Universal Service Administrative Company. In

addition to the terms and conditions in Part 1 of this Agreement, the following terms and conditions apply to Lifeline Services.

The Lifeline program provides discounts on monthly telephone service for eligible consumers. An eligible North American Local subscriber may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one telephone connection per Household. Household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses (“Household”). A Household is not permitted to receive Lifeline benefits from multiple providers. Violation of the one- per-household limitation constitutes a violation of the Federal Communications Commission’s rules and will result in the applicant’s de-enrollment from the program. Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.

You may qualify for the Lifeline Services if you meet certain state and federal eligibility requirements. These requirements are determined by the particular state where you reside. These state and federal eligibility requirements include program based eligibility or income based eligibility. By completing the North American Local application, in which your consent is required and obtained to release required information, including financial information, if necessary, to a designated representative as required for the administration of the Lifeline Services. This consent survives any termination of this Agreement. North American Local reserves the right to review any of your continued eligibility for the Lifeline program, at any time, and may require that you provide North American Local with written documentation of either your Household income or your participation in a qualifying state or federal program. If you or any member of your Household participates in a Lifeline program with another provider, you are responsible for 1) notifying the other provider that you or the other member of your Household has been approved for a North American Local Lifeline program and 2) de-enrolling in Lifeline service with the other provider. Notice to terminate service from any other provider’s Lifeline program must be given before activating new service in the North American Local Lifeline program.

Program Based Eligibility. To be eligible for North American Local Lifeline Services, a subscriber must meet the applicable eligibility standards described in this Agreement, which may be amended by North American Local from time to time. Program based eligibility varies by state.

North American Local subscribers are eligible to receive Lifeline discounts, under the program based eligibility criteria, if they participate in one or more of the following programs, or in another state-specific qualifying program:

- Supplemental Nutrition Assistance Program (SNAP) f/k/a Food Stamps
- Section 8 Federal Public Housing Assistance (FPHA)
- Medicaid (not Medicare)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's free lunch program
- Household Income at or below 135% of federal poverty guidelines

For subscribers residing on Tribal lands, the following programs also apply:

- Food Distribution Program on Indian Reservations (FDPIR)
- Bureau of Indian Affairs General Assistance (BIA)
- Tribally Administered TANF
- Head Start (meeting income qualifying standards)

Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (such as the consumer's SNAP electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.

Income Based Eligibility. You are eligible to receive Lifeline discounts, under the income based eligibility criteria, if your total combined household income is at or below 135% of the Federal Poverty Guidelines, subject to a few exceptions by state. An income worksheet containing the Federal Poverty Guidelines is available at enrollment. Acceptable documentation of income eligibility includes the prior year's state, federal, or Tribal tax return; current income statement from an employer or paycheck stub; a Social Security statement of benefits; a Veterans Administration statement of benefits; a retirement/pension statement of benefits; an Unemployment/Workmen's Compensation statement of benefits; federal or Tribal notice letter of participation in General Assistance; or a divorce decree, child support award, or other official document containing income information for at least three months' time.

Non-Transferable and Non-Assignable. Eligibility for North American Local Lifeline Services is personal and relates to the subscriber individually. Lifeline Services subscribers may not transfer to any third party, including a third party that is eligible for Lifeline service, any of the subscriber's rights or benefits received under the North American Local Lifeline Services, including, but not limited to, any voice minutes received under the North American Local Lifeline Services. Similarly, subscribers may not assign their rights or delegate any of their duties under this

Agreement without the prior written consent of North American Local, and any attempted assignment or delegation without such consent shall be void.

Usage Policy. At or before 60 days of non-use, North American Local will provide notice to the subscriber that failure to use the Lifeline Services within a 30-day notice period will result in de-enrollment. Subscribers can “use” the Services by: (1) completing an outbound call; (2) purchasing minutes from the Company to add to the subscriber’s plan; (3) answering an incoming call from a party other than North American Local; or (4) responding to direct contact from North American Local and confirming that the subscriber wants to continue receiving the service. If the subscriber does not respond to the notice, the subscriber will be de-enrolled. This usage policy applies only to customers who do not have a regular billing relationship with the Company.

North American Local Lifeline Program Restrictions. Subscribers applying for North American Local Lifeline Services agree to and certify that all of the following conditions below apply (but not limited to):

- Applicant has read and understands the disclosures listed in the Lifeline Service Application and Certification (“Certification”) form;
- Applicant certifies that to the best of their knowledge, applicant’s Household is not already receiving a Lifeline service benefit;
- Lifeline service is limited to one connection per Household;
- The applicant meets the income-based or program-based eligibility criteria for receiving Lifeline service and has provided documentation of eligibility if required;
- If the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands;
- Applicant will be required to provide the last four digits of the applicant’s Social Security Number (in some states full Social Security Number is required) or Tribal ID Number;
- Applicant has read and understands the disclosures listed in the Certification form regarding activation and usage requirements;
- Applicant authorizes North American Local to access any records required to verify application statements on the North American Local form and to confirm applicants’ eligibility for the Lifeline program;
- Applicant authorizes North American Local to release any records required for the administration of the Lifeline program (e.g., name, telephone number and address), including to the Universal Service Administrative Company to be used in a Lifeline database, and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of the Lifeline Services;
- Applicant will notify North American Local within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline Services, including, as relevant, if applicant no longer meets the income-based or program-based eligibility criteria, applicant begins receiving more than one Lifeline benefit, or another member of applicant’s household is

receiving a Lifeline benefit. Applicant understands that he or she may be subject to penalties if he or she fails to follow this requirement;

- Applicant is not listed as a dependent on another person's tax return (unless over the age of 60);
- Applicant's address listed on the Certification form is the applicant's primary residence, not a second home or business;
- If applicant moves to a new address, applicant will provide that new address to North American Local within 30 days;
- If applicant provides a temporary residential address to North American Local, applicant will verify his or her temporary residential address every 90 days;
- Applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law;
- Applicant acknowledges that he or she may be required to re-certify continued eligibility for Lifeline at any time, and failure to re-certify as to continued eligibility within 30 days will result in de-enrollment and the termination of applicant's Lifeline benefits;
- The information contained in the applicant's Certification form is true and correct to the best of applicant's knowledge;
- If applicant participates in another Lifeline program at the same time he or she is applying for North American Local Lifeline Services, the applicant must cancel Lifeline service with the other provider; and
- Applicant affirms he or she is at least 18 years old, unless Applicant is an emancipated minor.

Annual Recertification, Verification, or Termination of the Lifeline Program. Subscribers participating in the North American Local Lifeline program will be required to re-certify, on an annual basis, their qualification to continue to participate in the Lifeline program based on the appropriate state and federal recertification or verification requirements.

North American Local reserves the right to determine, at its sole discretion, if a subscriber meets the annual recertification or verification requirements and if the subscriber fails to re-qualify for the Lifeline Services. If North American Local is unable to recertify or verify the required Lifeline qualifications, the subscriber will be deemed ineligible to further participate in North American Local Lifeline program plans. If the subscriber chooses to continue service after de-enrollment from the Lifeline program, the subscriber's free or discounted minute plan will be discontinued and the subscriber will have the option to choose from any of the then available prepaid plans under the applicable terms and conditions for that plan.

North American Local reserves the right to cancel or suspend, without notice, a subscriber's account for any fraud related reasons or upon the request of any state or federal authority. North

American Local subscribers have the ability to de-enroll from the Lifeline program for any reason. Subscribers who choose to de-enroll from the Lifeline program can make this request by calling the Company's customer service number and will not be required to submit any documents. The Company will de-enroll the subscriber within 5 business days. Upon de-enrollment from the program, subscribers will no longer receive free minutes each month and will be required to re-qualify for Lifeline service if they choose to enroll in another North American Local Lifeline program.

De-enrollment requests (include name, wireless number, and identity related information) can also be sent to: North American Local Attn: Customer Service, 38 South Blue Angel Pkwy, Suite 401, Pensacola 32506.

ETC Service Areas. North American Local Lifeline programs are only available for activation by subscribers who reside in the areas in which North American Local has been designated as an Eligible Telecommunications Carrier ("ETC"). To receive subsidized wireless service, a subscriber's principal residence address must be within a North American Local ETC service area. Subscribers should call 1-877-200-1367 to check whether they reside in a North American Local ETC service area.

Mobile Devices. All handset models provided to Lifeline subscribers are selected at the sole discretion of North American Local.

Service Plans and Pricing Schedules

North American Local Service Rates

Airtime is valued at \$.10 per minute of use. Airtime charges apply to standard voice usage calls for both local and domestic long distance calls. North American Local voice usage is deducted in full-minute increments and all partial minutes are rounded up to the next minute. Airtime applies to all message retrieval and voice calls. Credits will not be given for dropped calls. Any unused airtime that expires is forfeited upon expiration or termination of the Services. Roaming charges do not apply. Roaming occurs when a subscriber makes or receives calls outside the home network calling area. North American Local does not provide any guarantees as to the availability or quality of the Services including while roaming. A North American Local subscriber must have airtime minutes available to make or receive a call. North American Local handsets will only operate when the subscriber has airtime minutes available on the subscriber's account. If you run out of your allotted airtime, you may purchase and add additional airtime to your account.

North American Local Monthly Lifeline Service Plans

Unlimited talk and text for \$30 per month after the lifeline discount.

North American Local Additional Minutes Plans

North American Local will make available Additional Minutes Plans (“Additional Minutes Plans”). Please visit the Company’s website at www.northamericanlocal.com for the current rates for Additional Minutes Plans. Unused minutes and messages expire at the end of subscribers’ monthly period and may not be used in subsequent months. If subscribers use all of their monthly voice minutes and messages before a new monthly cycle starts and they add an Additional Minutes Plan to their account, they will be charged based on the Additional Minutes Plan they choose for voice calls and messages. Even if you have an Additional Minutes Plan, if you use all your minutes included in the plan, you will not have the ability to make calls or send or receive messages, except to place 911 calls, until you purchase another Additional Minutes Plan or a new monthly cycle starts.

Subscribers may add an Additional Minutes Plan to their North American Local account by using one of the following methods. Subscribers can add an Additional Minutes Plan to their account by paying by credit/debit card, or by buying an Additional Minutes Plan at any North American Local authorized location. North American Local Additional Minutes Plans come in increments of 250 minutes. Purchased Additional Minutes Plans cannot be transferred or applied to any other wireless service or account.

Non-Lifeline Plans

The Company’s basic non-Lifeline plans are:

Unlimited talk and text for \$39.25 per month North

American Local Text Messaging Rates

A North American Local subscriber can send and receive domestic text messages of up to 160 characters, including the address and subject line. The type of messages a device can receive may depend on the wireless handset capabilities. Standard message rates apply when sending or receiving text messages, regardless if the message is viewed. Any unused messages that expire from one monthly billing cycle will not carry over to the next monthly billing cycle, unless the monthly plan specifically allows carry over messages. Lifeline subscribers may use their free or discounted monthly allotment of minutes to send and/or receive text messages. Text messages sent to subscribers by North American Local are free of charge. The charge to send or receive a domestic text message will vary depending upon the plan. The standard rate to send or receive a text message on North American Local phones is \$0.10 per text message for receiving, and \$.10 per text message for sending. Adding additional airtime or plans to the account may include incremental minute rates per text messages sent or received. If subscribers have used all of their free monthly allotment of minutes, they will need to purchase and redeem additional airtime minutes in order to continue to

send and receive text messages and to place and receive voice calls.

Each domestic text will be deducted from the available messages in the Lifeline free or discounted minute plan or the purchased North American Local Non-Lifeline or Additional Minutes Plans. Any unused messages will expire at the end of the monthly subscription period and will not be applied to subsequently purchased minutes, unless the plan includes rollover minutes. When text messaging is assessed at a rate of 1 minute per text message, if a subscriber uses all the voice minutes in the available plan, and does not pay the monthly fee for the North American Local Additional Minutes Plan, the subscriber will not receive their monthly allocation of messages associated with their plan. Subscriber messaging plans do not include international text or picture messaging. North American Local does not allow international text messages. Attempting to send international messages could result in deactivation of service and, as applicable, de-enrollment from North American Local Lifeline program.

North American Local Data Service Rates

Data usage will be deducted from the available data allocation in the purchased Data Subscription. Unused data expires at the end of the monthly Data Subscription period and may not be used in subsequent months. If a subscriber uses their allocation of data before the end of the monthly period, they will be required to add an additional Data Subscription in order to access data or the mobile internet. Each month you will be charged the monthly fee for the Data Subscription that you selected previously.

Subscribers may terminate their Subscription or switch to another Data Subscription by contacting North American Local at 1-877-200-1367. Subscribers are responsible for all data activity from and to their wireless phone, regardless of who initiates the activity. North American Local will not provide free access to data content.

North American Local Directory Assistance. Additional Charges and Services

Directory assistance calls (411) do not have an additional charge, however, they will count as airtime minutes of usage. Calling to 900 / 976 numbers is not available to North American Local subscribers. North American Local will block any calls to 1-900, 1-976, international calling, or other pay-per-call services. Placing calls to 800 / 866 / 877 or other toll-free numbers will incur standard airtime charges. North American Local allows subscribers to make or receive domestic long distance calls inside the United States as long as coverage is available. North American Local does not allow free calls to other subscribers using the Services. North American Local subscriber Mobile Devices do not provide rate information for Services used to make or receive voice calls or messages.

Sales Taxes

Sales taxes apply and are not included in the cost of the Services.

Additional Information

Please contact North American Local at 1-877-200-1367 or visit our website at www.northamericanlocal.com for additional pricing information or answers to any questions about the Services.

Exhibit E
Network Diagram

Redacted Version

