

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

Docket No. 10A-949T

**IN THE MATTER OF THE APPLICATION OF I-WIRELESS, LLC FOR
DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN
THE STATE OF COLORADO.**

STIPULATION AND SETTLEMENT AGREEMENT

i-wireless, LLC (“i-wireless”), Trial Staff of the Public Utilities Commission of the State of Colorado (“Staff”) , the Adams County E-911 Emergency Telephone Service Authority, the Arapahoe County E-911 Emergency Communications Service Authority and the Jefferson County E-911 Emergency Communications Service Authority (collectively, the “Authorities”) and the Office of Consumer Counsel (“OCC”) (collectively the "Stipulating Parties" or the “Parties”), through their undersigned counsel, enter into this Stipulation and Settlement Agreement ("Stipulation") regarding the Applications filed by i-wireless in the instant docket. The Parties submit this Stipulation for approval by the Colorado Public Utilities Commission (the “Commission” or the “PUC”) pursuant the Commission’s Rules of Practice and Procedure, 4 CCR 723-1-1407 and 1408.

PRELIMINARY STATEMENT

1. On May 8, 1997, the Federal Communications Commission ("FCC") issued its Universal Service Report and Order, 12 FCC Rcd 8776 (1997) ("Universal Service Order") implementing the Communications Act of 1934, as amended by the

Telecommunications Act of 1996 (the "Federal Act"). The FCC provided further guidance on Eligible Telecommunications Carrier ("ETC") designation in its ETC Report and Order issued March 17, 2005, Federal-State Joint Board on Universal Service, Report and Order, 20 FCC Rcd 6371, 6384 (2005).

2. The Universal Service Order provides that only ETCs designated by a state public utilities commission ("State Commission") shall receive federal universal service support. Under 47 U.S.C. § 214(e), a State Commission shall, upon its own motion or upon request, designate a common carrier that meets the requirements set forth by the FCC as an ETC for a service area designated by the State Commission. The FCC defines a service area as a geographic area established by a State Commission for the purpose of determining universal service obligations and support mechanisms.

3. To be designated as a federal ETC under the Federal Act, a carrier must: (1) be a common carrier; (2) demonstrate an intent and ability to provision the supported services set forth in 47 C.F.R. § 54.101(a) throughout its designated service areas; and (3) demonstrate an intent and ability to advertise its universal service offerings and the charges therefore, using media of general distribution. 47 U.S.C. § 214(e); Universal Service Order, 12 FCC Rcd at 8791.

4. The FCC's supported services set forth in 47 C.F.R. § 54.101(a)(1)-(9) are:
- a. voice grade access to the public switched telephone network;
 - b. local usage;
 - c. dual tone multi-frequency signaling or its functional equivalent;
 - d. single-party service or its functional equivalent;
 - e. access to emergency services;

- f. access to operator services;
- g. access to interexchange service;
- h. access to directory assistance;
- i. toll limitation for qualifying low-income consumers.

5. In areas served by a rural telephone company, 47 U.S.C. § 214(e)(2) further requires the Commission to determine that the designation of an additional ETC is in the public interest.

6. The Commission has adopted its own rules for implementing 47 U.S.C. Section 214(e)(1)-(2) of the Act which appear at 4 CCR 723-2-2180 through 2191, which rules are consistent with Section 214(e) and the FCC's Rules.

7. On August 5, 2010, i-wireless filed an Application seeking designation as an ETC for the limited purpose of receiving universal service support for low-income customers in Colorado, Docket Number 10A-552T.

8. On October 5, 2010, i-wireless filed its Notice of Withdrawal to amend the application and obtain counsel authorized to practice law in the State of Colorado.

9. On December 9, 2010, i-wireless filed an Application seeking designation as an ETC for the limited purpose of receiving universal service support for low-income customers in Colorado, Docket Number 10A-949T. i-wireless sought ETC designation for the limited purpose of offering Lifeline service in 144 non-rural exchanges served by Qwest Corporation as shown on Attachment 1 to the Settlement. A map showing i-wireless' underlying carrier's (*i.e.*, Sprint Nextel) current wireless coverage area in Colorado is shown on Attachment 2 to the Settlement.

10. Concurrent with the Application, i-wireless filed a waiver of 4 CCR 723-2-2187(d)(III), which requires an applicant for ETC designation to provide the following:

(III) A description of the service area for which the applicant seeks designation as an ETC. If designation for a specific service area, rather than a statewide designation, is sought, the application shall include both a description of such service area by metes and bounds and a map displaying the service area.

11. i-wireless, Staff, the Authorities, and the OCC engaged in settlement discussions in an attempt to resolve their differences regarding issues raised by i-wireless' Application.

12. i-wireless, Staff, the Authorities, and OCC have now reached agreement on the issues raised in this docket, as is set forth herein. This Stipulation and Settlement Agreement is entered into for the purpose of avoiding the costs and risks of litigation. The Parties agree this Stipulation should have no legal effect outside of the instant docket.

AGREEMENT

WHEREFORE, based on their review of all testimony and exhibits submitted and upon their settlement discussions, the Parties hereby stipulate and agree as follows:

Variance of Commission Rule 723-2-2187(d)(III)

1. i-wireless seeks variance of rule 2187(d) (III) that requires an ETC to describe the service area in which the Applicant seeks designation as an ETC by metes and bounds.

2. i-wireless is a wireless reseller of Sprint Nextel's (Sprint) network.

3. Sprint's network is mainly located along the I-25, I-70 and I-76 highways in Colorado.

4. As such, Sprint's physical network does not precisely correlate within metes and bounds. Sprint's network is shown on Attachment 2.

5. i-wireless seeks ETC designation for the limited purpose of providing universal service low-income Lifeline service in Colorado. i-wireless will provide Lifeline service under the trade name "Access Wireless." i-wireless is not seeking Federal universal service high-cost support nor Colorado high cost support in its service area.

6. i-wireless' Lifeline program furthers the statutory goal that basic service be available and affordable to all citizens of the state of Colorado.

7. i-wireless' Lifeline product offering is the first wireless provider in certain non-rural wire centers listed in Attachment 1 and the additional choice of another provider offering service for low-income consumers represents a significant benefit for those consumers and is in the public interest.

8. The Parties stipulate and agree that i-wireless has shown good cause, and its ETC designation for Colorado low-income universal service purposes will serve the public interest, convenience and necessity, and recommend that the Commission grant i-wireless' request for waiver from 4 CCR 723-2-2187(d)(III).

Federal ETC Designation For the Limited Purpose of Offering Lifeline

1. i-wireless is a commercial mobile radio service ("CMRS") provider, and a common carrier as defined by 47 U.S.C. § 153(10) and 47 C.F.R. § 20.9(a)(7).

2. i-wireless provides each of the supported services set forth in 47 C.F.R. § 54.101(a)(1)-(9), and it has shown an intent and ability to offer those services once designated throughout the areas set forth on Attachment 1 of the Settlement.

3. On July 26, 2010, i-wireless submitted its compliance plan to the FCC. The compliance plan outlines the measures it will take to implement the conditions imposed by the FCC in i-wireless' forbearance petition.¹

4. As of the date of this Stipulation, the FCC has yet to approve said compliance plan.

5. The Parties agree that i-wireless' ETC designation is expressly conditioned on the FCC's approval of the aforementioned compliance plan.

6. i-wireless, under the trade name Access Wireless, will make available Lifeline service to qualifying low-income consumers. i-wireless will not offer Link-Up to qualifying low-income consumers.

7. Each month i-wireless shall provide a \$15.00 discount on its retail Lifeline plans or the equivalent of 150 free prepaid wireless minutes to eligible Lifeline customers. The parties acknowledge that the current retail value of 150 prepaid wireless minutes is \$15.00. To account for any change in the retail value of prepaid minutes, i-wireless will adjust the amount of free prepaid minutes so that Lifeline customers continue to receive the full \$15.00 worth of free minutes. i-wireless agrees that it will

¹ See *Federal-State Joint Board on Universal Service; In the Matter of i-wireless, LLC Petition for Forbearance from 47 U.S.C. § 214(e)(1)(A)*, Order FCC 10-117, released June 25, 2010 ("Order").

seek Tier 1 and Tier 2 support in the amount of \$8.21 in reimbursement from the Universal Service Administrative Company (“USAC”).

8. i-wireless Lifeline plans are not offered on a distance sensitive basis. As such, toll limitation is not a concern because of the prepaid nature of these Lifeline plans. Prepaid offerings, by their very construct, act as a toll limitation mechanism.

9. The Parties stipulate and agree that with the incorporation of the agreed upon terms and conditions in Attachment 3, designating i-wireless as an ETC in the study areas and wire centers set forth in Attachments 1 serves the public interest, convenience and necessity, as required by 47 U.S.C. § 214(e)(2) and §§ 40-15-101, 40-15-501, and 40-15-502, C.R.S.

10. Without waiving any of its positions stated in this proceeding, i-wireless has entered into this Stipulation with Staff, the Authorities, and the OCC to settle this matter. Thus, the Parties stipulate and agree that i-wireless shall provide its ETC Lifeline universal service offerings in Colorado pursuant to this Stipulation (including attachments). The Parties agree that i-wireless' provision of its universal service offering as an ETC shall be governed by the following requirements:

- A. Upon appropriate pleading, or upon its own motion, the Commission may investigate a proposed change to i-wireless' Lifeline Basic Universal Service Description, Terms and Conditions and Operating Procedures, and i-wireless agrees to respond to requests for information from the Commission Staff. After notice to i-wireless and a subsequent investigation, the Commission may find that the change is not consistent with i-wireless' ETC status or results in a universal service Lifeline

offering that is not eligible for universal service Lifeline funding. i-wireless shall thereafter make such changes as are necessary to bring its offering into compliance with such requirements. The Parties agree that the Commission has authority to enforce compliance with this Stipulation and pursuant to 4 CCR 723-2-2187 and, consistent with this Paragraph, may exercise its audit powers derived from Section 40-15-107, C.R.S., with respect to the basic universal service Lifeline offerings or the Company's ETC status.

- B. i-wireless shall notify all Public Safety Answering Points (PSAPs) in its Colorado designated service areas that it will be providing services, describe the services, and request comments from PSAPs regarding the provision of E911 access to customers.
- C. i-wireless shall remit and pay the E911 charge of one and four-tenths percent, as specified in C.R.S § 29-11-102.5, on the \$15.00 worth of prepaid minutes provided to eligible Lifeline customers. In the event C.R.S § 29-11-102.5 is amended to change the E911 charge, i-wireless shall pay such amended charge in the same manner.
- D. On a quarterly basis, i-wireless shall provide the Authorities with a record of the total number of prepaid minutes (provided to i-wireless customers in Colorado) that i-wireless does not pay the E911 charge on. Such minutes would include, but not be limited to, prepaid minutes provided as part of a promotion, provided through a third party or presented as "free". On the same schedule, i-wireless shall also provide the Authorities with

the total number of i-wireless Lifeline customers and the number of minutes provided to Lifeline customers through the Kroger plan. All information provided pursuant to this paragraph shall be kept confidential. The Commission and the Authorities reserve the right, and the Commission retains jurisdiction, to investigate i-wireless' payment of the E911 charge in the same manner as specified in paragraph A, above, and for the Authorities to request payment of the emergency telephone charge on the free Kroger minutes.

- E. The Parties agree that i-wireless provides all its customers with the ability to make and receive interexchange or toll calls through direct interconnection arrangements made by i-wireless. The Parties note that the FCC does not require one-plus equal access dialing to be among the services supported by universal service mechanisms and that i-wireless does not offer such access capability. Provision of one-plus equal access would require i-wireless to make significant hardware and software changes and arrange for different trunking arrangements than it currently has available. The Parties agree that deferring to the FCC on any equal access dialing requirements is reasonable given the inability of i-wireless to provide such dialing at this time. The Parties agree that this approach should be held to satisfy 47 C.F.R. § 54.202(a)(5).

GENERAL PROVISIONS

11. Without waiving any of its positions stated in this case, i-wireless desires to end further uncertainty in this Docket by entering this Stipulation. Accordingly, the Parties hereby agree to be bound to the terms of this Stipulation. The Parties recognize and acknowledge that should the Commission or the FCC determine a change in the particular regulatory treatment applicable to wireless ETC designees, in further rulemaking or otherwise, any such lawful and applicable determinations would apply to i-wireless. Notice of any such FCC or Commission determination shall be provided to the Staff.

12. This Stipulation is a settlement of disputed and compromised claims and accordingly, this Stipulation is made for settlement purposes only. No Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Stipulation.

13. All witnesses of the Parties will support all aspects of the Stipulation and Settlement Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Stipulation. Each Party also agrees that, except as expressly provided in this Stipulation, it will take no action in any administrative or judicial proceeding, which would have the effect, directly or indirectly, of contravening the provisions of this Stipulation. Without prejudice to the foregoing, the Parties expressly reserve the right to advocate positions different from those stated in this Agreement in any proceeding other than one necessary to obtain approval of, or enforce this Stipulation or a Commission order approving this Stipulation. Nothing in this

Stipulation shall constitute a waiver by any Party with respect to any matter not specifically addressed in this Stipulation.

14. This Stipulation shall not become effective until the Commission issues a final order approving the Stipulation, which order does not contain any modification of the terms and conditions of this Stipulation that is unacceptable to any of the Parties to the Stipulation. In the event the Commission modifies this Stipulation in a manner unacceptable to any Party hereto, that Party may withdraw from the Stipulation and shall so notify the Commission and the other Parties to the Stipulation in writing within ten (10) days of the date of the Commission order. In the event a Party exercises its right to withdraw from the Stipulation, this Stipulation shall be null and void and of no effect in this or any other proceedings.

15. In the event this Agreement becomes null and void or in the event the Commission does not approve this Stipulation, this Stipulation, as well as the negotiation undertaken in conjunction with the Stipulation, shall not be admissible into evidence in these or any other proceedings.

16. The Parties state that they have reached this Stipulation by means of a negotiated process that is in the public interest, and that the results reflected in this Stipulation are just, reasonable and in the public interest. Approval by the Commission of this Stipulation shall constitute a determination that the Stipulation represents a just, equitable, and reasonable resolution of all issues, which were or could have been contested by the Parties with respect to the i-wireless Application.

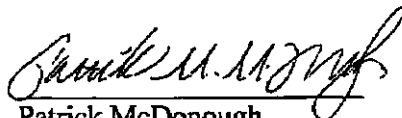
17. This Stipulation is an integrated agreement that may not be altered by the unilateral determination of any Party.

18. This Stipulation may be executed in separate counterparts, including facsimile. The counterparts taken together shall constitute the Stipulation and Settlement Agreement. The Parties represent that the signatories to the Stipulation have full authority to bind their respective parties to the terms of the Stipulation.

WHEREFORE, the Parties respectfully submit this Stipulation and Settlement Agreement for approval by the Commission and request that the Commission grant such approval.

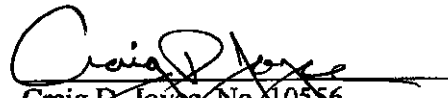
Dated this 13th day of April, 2011.

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Dated this ____ day of _____, 2011.

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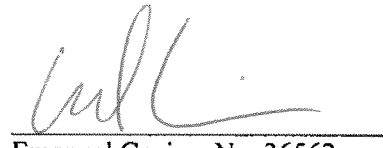
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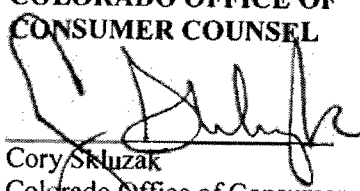
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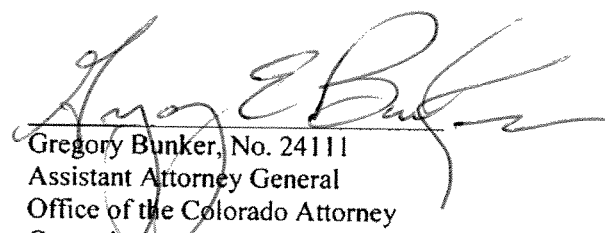

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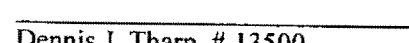
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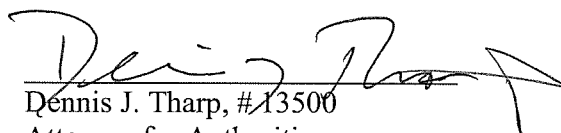
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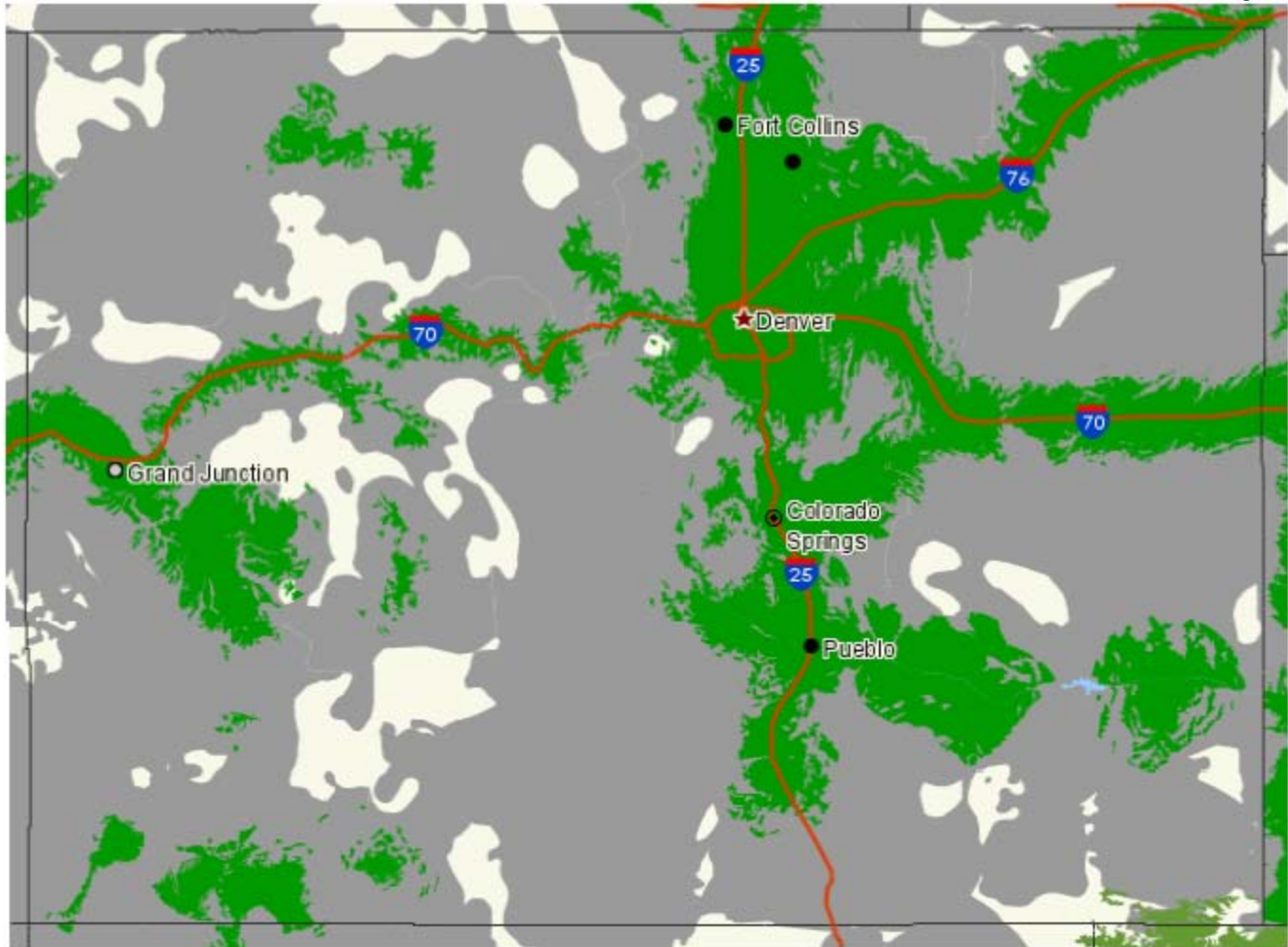
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LIST OF ATTACHMENTS

- Attachment 1: Non-Rural Wire Centers served by Qwest Corporation
- Attachment 2: Map of i-wireless' underlying provider Facilities Based Service Area
- Attachment 3: Terms and Conditions
- Attachment 4: Operating Procedures
- Attachment 5: BUS Offering

CLLI	Central Office Name	County	Provider
AFACCOMA	AIR FORCE ACADEMY	El Paso	Qwest
ALPKCOMA	ALLENS PARK	Boulder	Qwest
ARVDCOMA	ARVADA	Jefferson	Qwest
ASPECOMA	ASPEN	Pitkin	Qwest
AULTCOMA	AULT	Weld	Qwest
AURRCOMA	AURORA	Arapahoe	Qwest
AURRCOMB	MONAGHAN	Adams	Qwest
AVDLCOMA	AVONDALE	Pueblo	Qwest
AVONCOMA	AVON	Eagle	Qwest
BALYCOMA	BAILEY	Park/Jefferson	Qwest
BITNCOMA	BRIGHTON	Adams	Qwest
BLDRCOGB	GUNBARREL	Boulder	Qwest
BLDRCOMA	BOULDER	Boulder	Qwest
BLFSCOMA	BLACK FOREST	El Paso	Qwest
BRFDCOMA	BROOMFIELD	Boulder/Adams/Jefferson	Qwest
BRRGCOMA	BRECKENRIDGE	Summit	Qwest
BRSHCOMA	BRUSH	Morgan	Qwest
BRTHCOMA	BERTHOUD	Larimer/Weld	Qwest
BSLTCOMA	BASALT	Eagle/Pitkin	Qwest
BYFDCOMA	BAYFIELD	LaPlata	Qwest
CACYCOMA	CANON CITY	Fremont	Qwest
CCCNCOMA	COAL CREEK CANYON	Boulder/Jefferson/Gilpin	Qwest
CFTNCONM	CLIFTON	Mesa	Qwest
CLHNCOMA	CALHAN	El Paso	Qwest
CLSPCO32	GATEHOUSE	El Paso	Qwest
CLSPCOEA	COLO SPRINGS EAST	El Paso	Qwest
CLSPCOMA	COLO SPRINGS MAIN	El Paso	Qwest
CLSPCOPV	PIKEVIEW	El Paso	Qwest
CLSPCOSM	STRATMOOR	El Paso/Pueblo	Qwest
CNCYCOMA	CENTRAL CITY	Gilpin	Qwest
CPMTCOMA	COPPER MOUNTAIN	Summit	Qwest
CRAGCOMA	CRAIG	Moffat/Routt/Rio Blanco	Qwest
CRBTCOMA	CRESTED BUTTE	Gunnison	Qwest
CRCKCOMA	CRIPPLE CREEK	Teller/Park/Fremont	Qwest
CRDLCOMA	CARBONDALE	Garfield/Pitkin	Qwest
CRTZCOMA	CORTEZ	Montezuma	Qwest
CSRKCONM	CASTLE ROCK	Douglas	Qwest
DBEQCONC	DEBEQUE	Mesa/Garfield	Qwest
DCKRCOMA	DECKERS	Douglas/Jefferson	Qwest
DELTCOMA	DELTA	Delta	Qwest
DLLNCOMA	DILLON	Summit	Qwest
DNVRCOCH	CAPITOL HILL	Denver	Qwest
DNVRCOCL	COLUMBINE	Jefferson	Qwest
DNVRCOCP	CURTIS PARK	Denver	Qwest
DNVRCOCW	COTTONWOOD	Boulder	Qwest
DNVRCODC	DRY CREEK	Arapahoe	Qwest
DNVRCOEA	DENVER EAST	Denver	Qwest
DNVRCOMA	DENVER MAIN	Denver	Qwest
DNVRCOMB	MONTEBELLO	Denver	Qwest
DNVRCONE	DENVER NORTHEAST	Adams	Qwest
DNVRCONO	DENVER NORTH	Denver	Qwest
DNVRCOOU	DNVR INTL AIRPORT	Denver	Qwest
DNVRCOSE	DENVER SOUTHEAST	Denver	Qwest
DNVRCOSH	SMOKY HILL	Arapahoe	Qwest
DNVRCOSL	SULLIVAN	Arapahoe	Qwest
DNVRCOSO	DENVER SOUTH	Denver	Qwest
DNVRCOSW	DENVER SOUTHWEST	Jefferson	Qwest
DNVRCOWS	DENVER WEST	Denver	Qwest
DURNCOMA	DURANGO	LaPlata	Qwest
EATNCOMA	EATON	Weld	Qwest
ELZBCO01	ELIZABETH	Elbert	Qwest
ENWDCOAB	ABERDEEN	Douglas	Qwest
ENWDCOMA	ENGLEWOOD	Arapahoe	Qwest
ERIECOMA	ERIE	Boulder/Weld	Qwest
ESPKCOMA	ESTES PARK	Larimer	Qwest
EVRGCOMA	EVERGREEN	Jefferson/Clear Creek	Qwest
FLRNCOMA	FLORENCE	Fremont/Custer	Qwest
FONTCOMA	FOUNTAIN	El Paso	Qwest
FRDRCOMA	FREDERICK	Weld	Qwest
FRSCCOMA	FRISCO	Summit	Qwest
FRSRCOMA	FRASER	Grand	Qwest
FRUTCOMA	FRUITA	Mesa	Qwest
FTCLCOHM	HARMONY	Larimer	Qwest
FTCLCOMA	FT COLLINS	Larimer	Qwest
FTLPCOMA	FT LUPTON	Weld	Qwest
FTMRCOMA	FT MORGAN	Morgan	Qwest
GDJTCOMA	GRAND JUNCTION	Mesa	Qwest

CLLI	Central Office Name	County	Provider
GLRCOMA	GILCREST	Weld	Qwest
GLDNCOMA	GOLDEN	Jefferson	Qwest
GLSPCOMA	GLENWOOD SPRINGS	Garfield	Qwest
GMFLCOMA	GREEN MOUNTAIN FALLS	El Paso/Teller	Qwest
GNSNCOMA	GUNNISON	Gunnison/Saguache	Qwest
GRELCOJC	PARKVIEW	Weld	Qwest
GRELCOMA	GREELEY	Weld	Qwest
GRNBCOMA	GRANBY	Grand	Qwest
GRTWCOMA	GEORGETOWN	Clear Creek	Qwest
HDSNCOMA	HUDSON	Weld	Qwest
HLRSCOMA	HILLROSE	Morgan/Washington	Qwest
HYDNCOMA	HAYDEN	Routt	Qwest
IDSPCOMA	IDAHO SPRNGS	Clear Creek	Qwest
JHMLCOMA	JOHNSTOWN-MILLIKEN	Weld	Qwest
JLBGCOMA	JULESBURG	Sedgwick	Qwest
KIOWCOMA	KIOWA	Elbert	Qwest
KNBGCOMA	KEENESBURG	Weld/Adams	Qwest
LIMNCOMA	LIMON	Elbert/Lincoln	Qwest
LKMTCOMA	LOOKOUT MOUNTAIN	Jefferson	Qwest
LKWDCOMA	LAKEWOOD	Jefferson	Qwest
LNMTCOMA	LONGMONT	Boulder/Larimer	Qwest
LRKSCONM	LARKSPUR	Douglas	Qwest
LSLLCOMA	LA SALLE	Weld	Qwest
LTTNCOHL	HIGHLANDS RANCH	Douglas	Qwest
LTTNCOMA	LITTLETON	Arapahoe	Qwest
LVLDCOMA	LOVELAND	Larimer/Weld	Qwest
LYNSCOMA	LYONS	Boulder/Larimer	Qwest
MEADCOMA	MEAD	Weld	Qwest
MNMTCOMA	MONUMENT	El Paso/Douglas	Qwest
MNSPCOMA	MANITOU SPRINGS	El Paso/Teller	Qwest
MNTRCOMA	MINTURN	Eagle	Qwest
MRSNCOMA	MORRISON	Jefferson	Qwest
MTRSCOMA	MONTROSE	Montrose	Qwest
MTVSCOMA	MONTE VISTA	Rio Grande	Qwest
NDLDCOMA	NEDERLAND	Boulder	Qwest
NGLNCOMA	NORTHGLENN	Adams	Qwest
NIWTCOMA	NIWOT	Boulder	Qwest
NWCSCOMA	NEW CASTLE	Garfield	Qwest
OLTHCOMA	OLATHE	Montrose	Qwest
OVIDCOMA	OVID	Sedgwick	Qwest
PACHCO01	PARACHUTE	Garfield	Qwest
PLSDCOMA	PALISADE	Mesa	Qwest
PNRSCOMA	PENROSE	Fremont	Qwest
PRKRCOMA	PARKER	Douglas	Qwest
PTVLCOMA	PLATTEVILLE	Weld	Qwest
PUBLCO06	PUEBLO WEST	Pueblo	Qwest
PUBLCOMA	PUEBLO MAIN	Pueblo	Qwest
PUBLICOSU	SUNSET	Pueblo	Qwest
PYTNCOMA	PEYTON	El Paso	Qwest
RIFLCOMA	RIFLE	Garfield	Qwest
SALDCOMA	SALIDA	Chafee	Qwest
SCRTCOMA	SECURITY	El Paso	Qwest
SILTCOMA	SILT	Garfield	Qwest
SNMSCOMA	SNOWMASS	Pitkin	Qwest
STNGCOMA	STERLING	Logan	Qwest
STSPCOMA	STEAMBOAT SPRINGS	Routt	Qwest
TEMACOMA	TABLE MESA	Boulder	Qwest
TLRDCOMA	TELLURIDE	San Miguel	Qwest
VAILCOMA	VAIL	Summit	Qwest
VNLDCOMA	VINELAND	Pueblo	Qwest
WARDCOMA	WARD	Boulder	Qwest
WDPKCOMA	WOODLAND PARK	El Paso/Teller	Qwest
WGTNCOMA	WELLINGTON	Larimer	Qwest
WLBGCOMA	WALSENBURG	Huerfano	Qwest
WLDACOMA	WELDONA	Morgan	Qwest
WMNSCOMA	WESTMINISTER	Adams	Qwest
WNDSCOMA	WINDSOR	Weld/Larimer	Qwest



 i-wireless Coverage Area

i-wireless, LLC

**LIFELINE UNIVERSAL SERVICE
OFFERINGS**

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SERVICE AGREEMENT

I-WIRELESS, LLC

LIFELINE UNIVERSAL SERVICE OFFERINGS

TERMS AND CONDITIONS

i-wireless, LLC (“i-wireless ”) Lifeline Universal Service offerings meet all applicable state and federal requirements and are consistent with the purposes and intent of the Telecommunications Act of 1996, the implementing regulations of the Federal Communications Commission (“FCC”), and applicable rules and orders of the Public Utilities Commission of the State of Colorado (the “Commission”). i-wireless provides service using Sprint Nextel’s (“Sprint”) network. i-wireless received forbearance from the FCC under Section 10 of the Act (47 U.S.C. § 160) requiring eligible telecommunications carriers (ETC) to provide service using its own facilities or a combination of its own facilities and resale of another carrier’s services.¹ i-wireless’ Lifeline Universal Service shall be available only to qualified individuals and the offerings include, at a minimum, the following services required under 47 C.F.R. Section 54.101(a) and required under 4 CCR 723-2-2844: voice-grade access to the public switched telephone network or its equivalent; local usage; dual tone multi-frequency signaling or its functional equivalent; single-party service or its functional equivalent; access to emergency services; access to customer service operators; access to interexchange service; and access to directory assistance. i-wireless’ Lifeline offering shall meet the requirements set forth in 47 C.F.R. Section 54.401, Subpart E. Additionally, i-wireless will evaluate the telecommunication needs of low-income consumers and may include additional services and features within its Lifeline Universal Service offerings.

This Service Agreement (the “Agreement”) is made between i-wireless and the Customer and consists of the terms herein, as well as those set forth on i-wireless’ website, including all valid amendments hereto. These shall be kept on file at the Commission and on i-wireless’ website, www.accesswireless.com.

SECTION 1 - COMPANY RESPONSIBILITIES

1.1 Services — General

- 1.1.1 i-wireless provides wireless local and long distance telecommunications services to Customers for voice, data and other types of telecommunications capable of transmission over i-wireless’ underlying provider’s wireless network. When using wireless local loop equipment at Customer’s premises in accordance with i-wireless’ instructions, transmission will be at adequate volume levels and free of excessive distortion.
- 1.1.2 i-wireless provides personal wireless services in accordance with applicable law and the terms herein, as well as those set forth on i-wireless’ website.

¹ See *Petition of i-wireless, LLC Forbearance from 47 U.S.C. § 214(e)(1)(A)*, Order, FCC 10-117, (released June 25, 2010).

- 1.1.3 The Company's local calling area may be different from the local calling area of the incumbent local exchange carrier
- 1.1.4 i-wireless' services are provided on a monthly basis, unless otherwise stated herein. Services are available twenty-four (24) hours per day, seven (7) days per week. i-wireless will make reasonable arrangements to resolve emergencies resulting from failures of service, unusual and prolonged increases in traffic, illness of personnel, fire, storm or other acts of God, and inform its employees as to procedures to be followed in the event of such emergencies in order to prevent or minimize interruptions or impairment of telecommunications service.

1.2 Service Offerings

i-wireless offers local telecommunication services as well as long distance services. The Customer's use of i-wireless service is charged at the applicable rates set forth on the Customer Preference Page, which may be updated from time to time. i-wireless will offer Lifeline service under the name of Access Wireless.

The following services are available from i-wireless:

- 1.2.1 Access to Public Telephone Network and Local Usage
i-wireless' service includes access to the public switched telephone network and local usage — or their equivalent — that allows Customer to originate and terminate calls within i-wireless' local calling area without incurring toll charges. The service allows for unlimited local calling or limited minutes of use for a flat-rated monthly charge. i-wireless' Lifeline service offerings also include a minimum of 150 free minutes of use.
- 1.2.2 Access to Emergency Services
The Customer can reach an emergency dispatch, or public safety answering point ("PSAP"), by dialing "911." Upon dialing "911", the Customer's emergency call will be routed to the appropriate PSAP. i-wireless will comply with any state 911/E911 obligations, including payment of fees into state 911/E911 funds.
- 1.2.3 Access to Long Distance Service
i-wireless' long distance service is a switched long distance telephone service that allows for the origination of calls to be terminated outside of the local calling area. There are no charges for these toll calls. Access to other long distance service carriers is not available using 1-plus dialing but is available through the use of alternative carriers' toll-free access numbers that are obtainable from such alternative carriers directly.
- 1.2.4 Access to Directory Assistance
Directory assistance provides Customers with access to information contained in directory listings by dialing 411 from an i-wireless handset.
- 1.2.5 Access to Customer Care
Customers will be provided a toll-free telephone number to access i-wireless' customer care representatives, available 8am – 12am (midnight) EST Monday through Friday, by dialing 411 from an i-wireless handset, by dialing 1-800-464-

6010, or online at www.accesswireless.com. Customers may obtain directory assistance by dialing 411 from an i-wireless handset.

1.2.6 Toll Limitation

The Lifeline calling plans i-wireless offers do not distinguish between local and toll calls. If i-wireless starts charging for toll calls for any reason, i-wireless will offer Toll Limitation to its qualifying low-income customers.

1.2.7 Lifeline Services

Qualified low-income consumers are eligible to pay reduced monthly fees under the Federal Lifeline program. i-wireless will offer a \$15.00 discount on its monthly Retail Talk Plans or the equivalent of 150 free minutes of use. Customers may contact i-wireless for more information on eligibility criteria. i-wireless does not offer reduced connection and/or activation fees under the Federal Link-Up program.

1.3 Customer Service Policies

1.3.1. General

i-wireless commits to comply with the principles, disclosures, and practices for wireless service provided to consumers in the Cellular Telecommunications and Internet Association's (CTIA) Consumer Code for Wireless Service. Such Code can be found at: http://files.ctia.org/pdf/The_Code.pdf

Customer Care service personnel will be available, either directly or through an answering service, 24 hours per day, 7 days per week. Customer Care can be reached by dialing 411 on i-wireless' network, or by dialing 1-800-464-6010 from another network. A Customer can also speak with Company representatives located at its retail store outlets, who can provide information relating to services and rates, accept and process applications for service, explain charges on Customers' bills, adjust charges made in error, and generally act as i-wireless' representatives. Customers may also send written questions, complaints, or disputes to Access Wireless c/o i-wireless, LLC, 1 Levee Way, Suite 3104, Newport KY 41071.

1.3.2. Complaints and Appeals

Customer Care service personnel will attempt to answer any questions a Customer has, and will strive to resolve complaints or disputes during the initial Customer call. i-wireless shall fully and promptly investigate and respond to all oral and written complaints made directly to i-wireless by its applicants or customers. i-wireless shall notify the Customer promptly of the results of its proposed disposition of the complaint after having made a good faith attempt to resolve the complaint. Upon request by the Customer, i-wireless shall inform the Customer in writing of its proposed disposition of the complaint. i-wireless shall direct its personnel engaged in initial contact with an applicant or Customer in which dissatisfaction with the decision or explanation by the personnel is expressed, to inform the Customer of the right to have the problem considered and acted upon by another consumer representative or supervisory personnel of i-wireless. If the applicant or Customer continues to express dissatisfaction after

the supervisory personnel have addressed the problem, i-wireless shall further direct the supervisory personnel to provide the complainant with the name, address and the current local, or where applicable, the current toll free telephone number of the External Affairs Section of the Commission Staff to be contacted for further review of an unresolved problem. Upon receipt of a complaint, in writing, from the Commission or its staff on behalf of a Customer or applicant, i-wireless shall make a suitable investigation and advise the Commission or its staff of the results. i-wireless shall provide an initial oral or written response to the Commission or its staff within fourteen (14) working days after receipt of the complaint. If requested by the Commission or its staff, a written final response detailing the disposition of the complaint by i-wireless shall be provided to the External Affairs Section or to the Executive Director of the Commission as requested by the Commission or its staff.

1.3.3 Trial Period

When a Customer initiates service, the Customer will be given a period of not less than 14 days to try out the service. i-wireless will not impose an early termination fee if the Customer cancels service within this period, provided that the Customer complies with applicable return and/or exchange policies. Other charges, including airtime usage, may still apply.

1.3.4 Certification

When a Customer initiates service, the Customer must certify by his or her signature under penalty of perjury that he or she is head of household and that he or she will receive Lifeline supported services only from i-wireless.

1.4 Limitations of Service

1.4.1 Lifeline service is offered subject to the availability of facilities and the provisions contained herein.

1.4.2 Subscriber eligibility shall be established pursuant to a Department of Human Services (DHS) certification process and as modified by the Colorado General Assembly. The subscriber will be required to certify, under penalty of perjury, that he or she is head of household and will only be receiving Lifeline support from i-wireless.

1.4.3 i-wireless shall immediately remove a customer's Lifeline service and remove customer from any Universal Lifeline Service reimbursement (USAC Form 497) if Lifeline customer is no longer eligible to receive Lifeline service.

1.5 Limitations of Liability

1.5.1 Because i-wireless has no control of the content of communications transmitted over its network, and because of the possibility of errors incident to the provision and use of its services, services furnished by i-wireless are subject to the terms, conditions and limitations specified herein and on i-wireless' website.

1.5.2 The liability of i-wireless for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously

billed or, in the event that payment has been made and service has been disconnected, to a refund of the amount erroneously billed.

- 1.5.3 The Customer agrees, except where the events, incidents or eventualities set forth in this section are the result of i-wireless' gross negligence or willful misconduct, to release, indemnify and hold harmless i-wireless against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others.
- 1.5.4 i-wireless assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide services to the Customer.
- 1.5.5 With the exception of billing disputes, any claim against i-wireless shall be deemed waived unless presented to i-wireless within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 1.5.6 i-wireless makes no express representations or warranties regarding the services or equipment provided, except as set forth herein, and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. i-wireless does not authorize anyone to make a warranty of any kind on its behalf and Customer should not rely on any such warranty.

1.6 Interruptions of Service

1.6.1 General

1.6.1.1 Service is interrupted when it becomes unusable to the Customer or when the Customer is unable to transmit or receive calls due to the failure of a component of the network furnished by i-wireless under these Terms and Conditions.

1.6.1.2 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

1.6.2 Reestablishing Service

Company will make all reasonable efforts to prevent interruptions of service and, when interruptions do occur, reestablish service with the shortest possible delay. Company will make attempts to resolve emergencies at all hours, consistent with the bona fide needs of customers and the personal safety of Company's employees. In almost all cases, Company will be able to reestablish service within 24 hours. If unusual repairs are required, or other factors will prevent the prompt reestablishment of service, i-wireless will make reasonable efforts to contact Customer.

1.6.3 Network Maintenance

Service interruptions for an extended time due to maintenance requirements shall be done at a time that causes minimal inconvenience to customers. To the extent possible, customers shall be notified in advance by i-wireless of extended maintenance requirements and/or regularly scheduled maintenance by its underlying carrier.

1.6.4 Application of Credits for Interrupted Services

In the event a Customer's service is interrupted by a network outage and remains out for 24 hours after being reported to i-wireless, adjustments will be made to Customer's monthly bill based on the pro rata part of any charge due and payable from Customer or will be pro rata on any free minutes. A refund will be accomplished by a credit on a subsequent bill or any allocation of free minutes, or if service has been terminated, by refund check issued to Customer. If service is restored on or before the day after it is reported, no allowance will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

1.6.5 Limitations on Allowances

No credit allowance will be made for any interruption of service due to the failure of power, equipment, systems or services not provided by i-wireless; during any period in which i-wireless is not given full and free access to the Customer's or i-wireless' facilities and equipment for the purpose of investigating and correcting the interruption; during any period in which the Customer continues to use the service on an impaired basis; during any period in which the Customer has released service to i-wireless for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or that was not reported to i-wireless within thirty (30) days of the date that service was affected.

1.6.6 Record Keeping

Company will keep records of all Customer reports of interrupted service, including the time, date, and nature of the report, and action taken by i-wireless to clear the interruption, and the date and time that service was restored.

1.7 Availability of Service-Adequacy of Facilities

i-wireless shall employ prudent management planning practices, including budgeting and prioritization of resource utilization, so that adequate equipment is in place to supply service to customers in its service areas in conformity with the service extension policy within a reasonable period of time.

1.7.1 The Date of the Application for Service. For purposes of this paragraph 1.7, the date of the first oral or written customer contact with i-wireless to request service, or, if i-wireless requires the payment of contributions in aid to construction, the date on which the Customer makes payment or partial payment of such charges as described in subparagraph 1.7.2. i-wireless shall specifically ask customers who contact i-wireless to inquire about service availability if the Customer desires to initiate, at that time, a request for service to be installed at some future date. i-wireless shall not discourage the Customer from placing an order at the time of such inquiry.

- 1.7.2 Notice to Customers. All customers who are not provided service within ten days of the date of application for service or by the customer's requested date for service, whichever is later, shall be provided a written notice by i-wireless, stating the order number assigned by i-wireless to the application for service, the general status of the order, and a phone number to call with questions. This notice shall be postmarked on or before the 15th day after the date of application.
- 1.7.3 Provision of Lifeline Basic Universal Service (LBUS)
- 1.7.3.1 Applicability. This subparagraph 1.7.3.1 shall apply to the provision of LBUS to Customers who make application for such service, and to Lifeline Customers whose applications for service are unfilled at the time of the effective date of this paragraph 1.7. Company shall offer LBUS service only within its authorized service area.
- 1.7.3.2 Time Frames for Provision of Service. i-wireless shall provide a Customer with LBUS no later than 30 calendar days from the date of the Customer's service application, except that when the Customer requests a later date of service, the service shall be provided by the requested date. Failure to provide LBUS service within the time set forth in this subparagraph 1.7.3.2 shall constitute a violation of this subparagraph 1.7.3.2. Each day for which LBUS is not provided to a Customer as set forth in this subparagraph 1.7.3.2 shall constitute a separate violation of this subparagraph 1.7.3.2.
- 1.7.4 Notice to Commission
Under circumstances where the period to provide service exceeds 30 calendar days after the date of the customer's application, except when the customer requests a later service date, i-wireless shall file a letter with the Director of the Commission stating the circumstances causing the delay, explaining whether such circumstances are beyond i-wireless' control, and providing an estimate of the time necessary to provide service. This letter shall include: the name and address of the applicant, the date of application for service, and the number assigned by i-wireless to the application for service.
- 1.7.5 Potential Facility Unavailability
i-wireless shall inform Customers of the potential of future facility unavailability when i-wireless is experiencing or is forecasting potential facility unavailability in specific areas.

1.8 Changing Providers

- 1.8.1 Definitions
- 1.8.1.1 "End-Use Customer" or "End-User" means the ultimate consumer of a telecommunications service, or, a retail consumer of telecommunications services.
- 1.8.1.2 "Slamming" means any change in an end-use customer's presubscription to a telecommunications service subject to the jurisdiction of the Commission that is made without appropriate consent of the Customer.

- 1.8.1.3 “Toll reseller” means any person who provides toll services to end-use customers by using the transmission facilities, including without limitation wire, cable, optical fiber, or satellite or terrestrial radio signals, of another person. A toll reseller may, but need not, possess its own switching facilities.

SECTION 2 - CUSTOMER RESPONSIBILITIES

- 2.1 The Customer is responsible for placing any necessary orders, complying with the terms and conditions specified herein and assuring that all users of the services provided by Company comply with the same. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by i-wireless to the Customer or made available by the Customer to another user. The Customer also is responsible for the payment of charges for all calls originated at the Customer’s telephone number which are not collect, third party, calling card, or credit card calls.
- 2.2 The Customer certifies that he or she is head of household and that he or she will only receive Lifeline supported service from i-wireless.
- 2.3 The Customer is responsible of notifying i-wireless if they are no longer eligible for the Lifeline service.

SECTION 3 - TERMINATION OF SERVICE

- 3.1 **Customer Termination.** Customer may terminate service, with or without cause, by giving i-wireless three days’ notice. Service will be disconnected on the requested termination day, and Customer will not be responsible for services rendered after that day. i-wireless shall immediately remove customer from any Universal Lifeline Service reimbursement (USAC Form 497).
- 3.2 **Disconnection Without Notice.** i-wireless may not deny or discontinue service to a Customer without prior written notice (“written notice” or “in writing” as used in this Section 3 shall mean a message sent to the Customer as a SMS or “text” message) except for the following reasons:
- 3.2.1 If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
- 3.2.2 Upon order by any court, the Commission, or any other duly authorized public authority; or
- 3.2.3 For a violation of i-wireless’ terms and conditions; or
- 3.2.4 If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.
- 3.3 **Disconnection With Notice.** i-wireless may suspend or discontinue service without suspension or, following suspension of service, sever the connection after prior written notice (“written notice” or “in writing” as used in this Section 3 shall mean a message sent to the Customer as a SMS or “text” message) only for one of the following reasons:

- 3.3.1 Non-payment of any past due bill for a universal service offering. The due date shown on the bill must be at least 15 days after the date of the bill issuance or five days after the date of mailing whichever is later. Solely for the purposes of this paragraph 3.3, a bill is past due if not paid within 30 days of the due date.
- 3.3.2 Obtaining service by subterfuge that includes, but is not restricted to, an application for service at a location in the name of another party by a Customer whose account is delinquent or who is not eligible for Lifeline and who continues to reside at the premises.
- 3.3.3 Violation of any rule which may adversely affect the safety of the Customer, other persons or the integrity of i-wireless' service.
- 3.3.4 Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the Customer, other persons or the integrity of i-wireless' service.
- 3.3.5 If i-wireless disconnects service to Lifeline Customer for any reasons stated above, i-wireless will cease seeking reimbursement from the Lifeline universal service fund for that Customer.
- 3.3.6 If i-wireless Lifeline Customer does not prepay for service, their service will be deactivated and i-wireless will cease seeking reimbursement from the Lifeline universal service fund for that Customer.
- 3.3.7 If service is disconnected, Customer may still make 911 calls or calls to Customer Care number (411).

3.4 Restriction on Denial or Discontinuation of Service.

- 3.4.1 Service can be denied or discontinued for delinquency or nonpayment of charges for service as set forth above.
- 3.4.2 Delinquency in payment for service rendered to a previous occupant of the premises to be served, unpaid charges for services or facilities not ordered by the present or prospective customer, or failure to pay directory advertising charges or any other indebtedness except as incurred for service rendered by i-wireless for universal service offerings shall not constitute a sufficient cause for refusal or termination of jurisdictional service to a present or prospective customer. However, consistent with the provisions of this section 3, services may be denied or discontinued when the provider can reasonably demonstrate it is being used to obtain unauthorized access to services offered by i-wireless.
- 3.4.3 i-wireless shall postpone discontinuance of universal service to a Customer for 30 days from the date of a certificate by a licensed physician which states that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for the Customer, a member of his or her family, or other permanent resident on the premises where service is rendered. This postponement may be limited to 60 days within a continuous 12 month period or a lesser period agreed upon by i-wireless and the Customer or physician. This notice or certificate of medical emergency must be in writing and show clearly

the name of the person whose illness would be exacerbated by discontinuance of service, and the name, title, and signature of the person giving notice of or certifying the medical emergency.

3.5 Notice to Customers

- 3.5.1 The Customer shall be notified in writing of i-wireless' intention to discontinue Lifeline services due to the Lifeline customer no longer meeting the qualification criteria. The notice shall clearly state that the customer contact CDHS registration system to verify eligibility. The customer will have 60 days from the date of the letter to provide i-wireless proof of continued eligibility.

3.6 Non-Usage Policy

- 3.6.1 i-wireless will identify Lifeline customers that have not used i-wireless' Lifeline service for a continuous 60 day period i-wireless will promptly notify the customer that the customer is no longer eligible for i-wireless Lifeline service subject to a 30-day grace period. During the 30-day grace period, the customer's account will remain active but i-wireless will engage in outreach efforts to determine whether the customer desires to remain on i-wireless' Lifeline service. If the customer's account does not show any customer-specific activity during the grace period such as making or receiving a voice call or adding money to the account, i-wireless will discontinue Lifeline services.

SECTION 4 - RATES AND CHARGES

4.1 Payment of Charges

- 4.1.1 The Customer is responsible for payment of all charges for service furnished to the Customer, and for all charges incurred to the Customer's telephone number regardless of which party terminates the service.
- 4.1.2 i-wireless will not provide paper bills to Customer unless specifically requested in writing. If a request is made in writing, the bill will be typed or machine-printed, and will contain an itemized listing of all charges and the period of time covered by the billing.
- 4.1.3 i-wireless reserves the right to assess late payment charges for a Customer whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within 15 days after the due date indicated on the billing statement may be subject to a late fee of 1.0% of the total of the bill.
- 4.1.4 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length. Customer will have at least 20 days from the bill date to pay the new balance.
- 4.1.5 Customers must notify i-wireless either verbally or in writing of any disputed charges, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which i-wireless

conducts its investigation into the matter. If after such investigation, Company determines amounts to be due, those amounts are immediately due and payable.

4.2 Contested Charges

All bills are presumed accurate and shall be binding on the Customer unless i-wireless receives objection. In the event that a billing dispute between the Customer and i-wireless for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may request, and i-wireless will provide, an in-depth review of the disputed amount. The undisputed portion of any bill and any subsequent bills must be paid on a timely basis or the service may be subject to disconnect. If it is determined that any amount previously paid was incorrectly billed, Company will reduce Customer's subsequent bill accordingly, or, at the request of the Customer, will issue a refund.

4.3 Taxes

State and local sales, use and similar taxes and governmental assessments, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for telecommunications services listed on the Customer Preference Page.

4.4 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of i-wireless service. The end of service date is the last day of the minimum notification of cancellation, or any portion of the last day after receipt by i-wireless of notification of cancellation as described in paragraphs 3.1 through 3.6 of this Agreement.

4.5 Promotions

From time to time, i-wireless may offer services or waive or vary service rates for promotional, market research or other similar business purposes.

4.6 Insufficient Funds Charge

If payment for services is made by a check, draft, or similar instrument (collectively "Check") that is returned to i-wireless unpaid by a bank or another financial institution for any reason, i-wireless will bill the Customer a \$20.00 service charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

4.7 Reconnect Charge

i-wireless does not charge a reconnect fee.

SECTION 5 - ADDITIONAL TERMS

5.1 Assignment

Customer may not sell, assign, or transfer rights and obligations contained in this Agreement without the consent of i-wireless, which may be withheld at its sole discretion.

5.2 Notices

All written notices required or allowed under this Agreement shall be given to Company at the following address:

Access Wireless c/o
I-WIRELESS, LLC
1 Levee Way, Suite 3104
Newport KY 41071

All written notices required or allowed under this Agreement shall be given to Customer at the billing address listed on the Customer Preference Page.

5.3 Entire Agreement

This Agreement contains the entire Agreement between Company and Customer and supersedes and cancels all prior understandings, agreements, contracts or arrangements between them concerning the subject matter hereof. No statements or representations not included herein shall be binding upon the parties.

5.4 Governing Law

This Agreement shall be governed by applicable federal law, the regulations of the FCC, and the laws of the State of Colorado.

5.5 Waiver

Failure by either party to strictly enforce any provision of this Agreement shall not be construed as a waiver thereof, or as excusing the other party from future performance.

5.6 Savings Clause

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, such provision shall be deemed not to be a part of this Agreement, except in the case of a state or local prohibition, in which event it shall be eliminated only for such state or locality, but no such elimination shall invalidate any other provision.

Operating Procedures Applicable to Lifeline BUS Offering i-wireless, LLC

A. LOCATION OF RECORDS.

Unless otherwise authorized by the Commission, all records required by these procedures pertaining to i-wireless' Lifeline Basic Universal Service (LBUS) offering shall be kept within the state of Colorado and shall be made available to the Commission or its authorized representatives at any time upon request.

B. RETENTION OF RECORDS.

Unless otherwise authorized by the Commission, all records required by these procedures pertaining to i-wireless' LBUS offering shall be preserved for the period of time specified by Rule 4 CCR 723-2-2005 of the Rules Regulating Telecommunications Providers, Services, and Products, but in no event less than a minimum of 24 months after the date of entry of the record if the retention length is not specifically noted in Rule 4-CCR-723-2-2005.

C. SERVICE AREA MAPS.

Attachment 2 depicts a coverage area map of the underlying wholesale carrier's network, i.e. Sprint Nextel. i-wireless shall file with the Commission all ZIP codes in i-wireless' designated service area prior to offering Lifeline service.

D. RECORDS OF COMPLAINTS

i-wireless shall maintain an accurate record of all oral and written complaints made by its customers regarding its service, or rates and charges. This record shall include the name and address of the customer or complainant, the time, date and nature of the complaint, the action taken to clear trouble, and the date and time of trouble clearance.

The record of complaints shall be categorized to indicate to i-wireless and to the Commission whether any particular customer encounters the same difficulties frequently, in terms of complaints per month, including customer trouble reports, whether a large number or percentage of all complaints from different customers arise from the same irregularity in service, with 5 percent or more of all complaints over a three month period being considered significant, or whether some phase of the construction, equipment, maintenance or operation are causing the complaints.

i-wireless shall immediately investigate any notification from CGM, LLC, Solix, Inc. or the Commission regarding any Lifeline customer receiving duplicate subsidy from another carrier or from i-wireless. If it is determined that the Lifeline customer is receiving duplicate subsidy, i-wireless will immediately remove that customer's Lifeline discount and remove the customer from any Universal Lifeline Service reimbursement (USAC Form 497).

E. DESIGNATED SERVICE AREA.

i-wireless shall file an application with the Commission for expansion of its ETC designation service area if it increases its footprint to align with the Kroger footprint or if its underlying carrier (Sprint) expands its footprint. i-wireless shall not serve eligible Lifeline customers in the portions of those wire centers beyond those listed in Attachment 1 herein.

F. HELD SERVICE APPLICATIONS

1. During periods of time when i-wireless may not be able to supply service to customers in i-wireless' service areas within the time frames established in these procedures, i-wireless shall keep a record for each service area showing the name and address of each applicant for service, the date of application, the class type and grade of service applied for, (e.g., first line or additional line), together with the reason for the delay in providing the service to the applicant, and the expected date of service.
2. When the number of held service orders exceeds 50 orders in a service area providing service to 2,000 or more customers, or 20 held service orders in a service area serving fewer than 2,000 customers, i-wireless shall maintain a summary of applications for each affected service area showing the total number categorized by various causes for delay and by dates of application.
3. i-wireless shall submit to the Commission a report showing the information required by paragraph 1 of this procedure, and the number of days service has been delayed, when the lesser of 50 or 5 percent of the total number of service applications in a service area in a consecutive three-month period are held service orders. i-wireless shall further submit a report of its proposed action to reduce the number of those held service orders to fewer than the lesser of 50 or five percent of the total number of service applications in that service area. Reports must be submitted to the Commission by August 31st of each year.

G. SERVICE INTERRUPTIONS

i-wireless shall keep a record showing all interruptions affecting service in an entire service area or any major portion of it that affects the lesser of 25 percent or 1,000 of the service area's customers for one or more hours during the day. This record shall show the date, time, duration, extent and cause of the interruption.

H. ADVERTISING

At or before the time its LBUS plan becomes effective, i-wireless shall submit, on a confidential basis, proposed customer advertising materials and the list of zip codes that the marketing material are mailed, if any, to the Commission Staff and the Office of Consumer Counsel ("OCC") for information purposes. i-wireless shall maintain a description of its LBUS offering on its website. i-wireless shall submit annual reports describing advertising materials in use in Colorado to the Commission Staff and OCC no later than August 31 of each year.

I. NETWORK REQUIREMENTS

1. Operator Assisted Calls.

- a. All communications between customers must be considered as confidential in nature. i-wireless shall take reasonable action to minimize the potential access of other entities to those communications. Operators or employees of i-wireless must not listen to any conversation between customers, except in the case of an operating necessity. Operators shall not repeat or divulge the nature of any local or long distance conversation, nor divulge any information inadvertently overheard. i-wireless will be held responsible for strict compliance with this rule by their employees or other entities that perform this service for i-wireless.
- b. Suitable rules and instructions shall be adopted by i-wireless and followed by employees or other entities employed by i-wireless governing the language and operating methods to be used by operators during assistance to customers. Specifically, operators must be instructed to be courteous, considerate, and efficient in the handling of all customer calls. Any required call timing for operator assisted calls shall accurately record when the customer requested connection is established and when it is terminated.
- c. Each carrier offering operator assistance to the public shall provide a service that can answer 85 percent of directory, intercept, toll and local assistance calls within 10 seconds.
- d. Other calls directed to the published telephone numbers for service repair or the business offices of i-wireless shall be acknowledged within 20 seconds and shall be answered by either a carrier representative or a voice-response or mechanized unit menu within 60 seconds (as measured from the same starting point in time as for the 20 second acknowledgement standard) for 85 percent of all such calls during any monthly period. Each business day during any month for which the standard was not obtained for the published telephone number associated with the respective service center or business office shall be deemed a separate violation of this procedure. When fewer than 85 percent of such calls are answered in any month for any service center or business office, a written report listing each offending service center or business office will be submitted to the Commission within twenty-one (21) calendar days from the end of the month in which the standard was not met. For each violation listed, the report shall identify the percent of calls answered, the reason for failure to meet the 85 percent standard, the remedial action i-wireless has taken, and any known results of that remedial action.
- e. The measurement records for determining the minimum acceptable call completion criteria described under this procedure may be adjusted, as allowed under paragraph 4 of the Adequacy of Service procedure herein, for the circumstances specifically described within that paragraph.
- f. An answer shall mean that either a company representative or a voice-response or mechanized unit menu is ready to assist the customer or accept information necessary to process the call. An acknowledgement that the customer is waiting on the line shall not constitute an answer. A dropped call shall not be considered an answer. An answer shall not mean either directing the call to a company representative or mechanized system

incapable of providing assistance to the customer or directing the call to a system that will only take a message from the customer.

2. Intra-LATA Interexchange Toll Dialing Pattern.
 - a. i-wireless complies with all NANP dialing pattern requirements.
3. 911 or E-911 Access.
 - a. i-wireless will obtain certification from each 911 Authority where i-wireless seeks to provide Lifeline service confirming the carrier provides its customers with 911 and E-911 access, or self-certify that it does so if certain conditions are met.
 - b. i-wireless shall pay the appropriate wireless E911 charge of one and four-tenths percent based on the \$15.00 worth of prepaid wireless minutes provided to eligible Lifeline customers. i-wireless shall remit the amount monthly in accordance with C.R.S. § 29-11-102.5(3).

J. REPORTING REQUIREMENTS

i-wireless shall file the following reports with the Director of the Public Utilities Commission for information purposes only:

1. Copies of filings submitted to Federal Communications Commission or Universal Service Administrator Company (USAC). i-wireless shall file copies of FCC form 497 submitted to the FCC or USAC filed quarterly.
2. Copies of annual filings submitted to Federal Communications Commission or Universal Service Administration Company. i-wireless shall file a copy of its annual report regarding its Lifeline verification survey results performed annually to the Commission by August 31st of each year.
3. Annual ETC Certification. i-wireless will file annual certification that it is complying with applicable service quality standards and the consumer protection rules, e.g., the CTIA consumer code for wireless service.
4. Plan Offerings. i-wireless shall submit to the Commission any and all proposed Lifeline offering(s) prior to offering service to Lifeline customers in Colorado.
5. Changes to existing plans or new plans. i-wireless shall notify the Commission 30 days in advance of any changes to terms, conditions, rates and any changes to the allocations of free minutes as well as any new plans or products introduced.
6. Submit quarterly report to Commission regarding customer-specific data. i-wireless shall submit a quarterly report to the Commission to include customer-specific data: customer name, address, and zip code for:
 - a. Lifeline customers receiving a second Lifeline subsidy per household in that same month from i-wireless,

- b. Lifeline customers receiving a second Lifeline subsidy per household in that same month from another carrier,
 - c. New Lifeline customers enrolled in i-wireless' Lifeline service,
 - d. Lifeline customers removed from Lifeline service due to inactive lines, and,
 - e. Lifeline customers removed from Lifeline service due to ineligibility through the verification process.
7. Unfilled Requests for Service. Number of requests for service from potential Lifeline customers within i-wireless' service area which were unfulfilled during the past year. Report must be submitted to Commission by August 31st of each year

K. LIFELINE NON-USAGE POLICY

1. i-wireless will identify Lifeline customers that have not used i-wireless' Lifeline service for 60 days and cease to claim Lifeline reimbursements for such customers if they do not use their service within a 30-day grace period following the initial 60-day non-usage period. Non-usage shall be:
 - a. a Lifeline customer's account where no usage appears during any continuous 60-day period will be subject to the Lifeline non-usage policy,
 - b. i-wireless shall promptly notify the customer in writing that he or she may no longer be eligible for Lifeline service subject to a 30-day grace period,
 - c. i-wireless shall keep the Lifeline customer's account active during the 30-day grace period and will engage in outreach efforts to determine whether the Lifeline customer desires to remain on i-wireless' Lifeline service,
 - d. if the Lifeline customer's account does not show any customer-specific activity during the grace period such as making or receiving a voice call or adding money to the account, i-wireless will deactivate Lifeline services for that customer, and
 - e. i-wireless will no longer seek to recover federal Universal Lifeline Service subsidy or thereafter report that customer on its USAC Form 497.

LIFELINE BASIC UNIVERSAL SERVICE OFFERING OF I-WIRELESS, LLC

The following contains a detailed description of i-wireless, LLC's ("i-wireless") Lifeline Basic Universal Service (LBUS) offering in Colorado. i-wireless will offer Lifeline service under the name of Access Wireless. This description relates only to i-wireless' wireless LBUS offering and in no way relates to the i-wireless' other service offerings.

A. I-WIRELESS' LIFELINE BASIC UNIVERSAL SERVICE OFFERING

i-wireless' Lifeline Basic Universal Service Offering ("LBUS Offering") includes the Following Services Required under 47 C.F.R. § 54.101(a) and 4 CCR 723-2-2308(a):

1. Access to Public Switched Telephone Network, Single-Party Service and Local Usage. i-wireless' service is a single-party service that includes access to the public switched telephone network and unlimited local usage that allows customers to originate and terminate calls within the applicable Local Calling Area as set forth below.
2. i-wireless' LBUS Offering Will Provide the Functional Equivalent of Dual Tone Multi-Frequency ("DTMF") Signaling. DTMF is a method of call signaling that facilitates the transportation of call set-up and call detail information.
3. Access to Emergency Service. Customers of i-wireless' LBUS Offering will be able to reach a public safety answering point by dialing "911" regardless of activation status. i-wireless will provide its Lifeline customers with 911 and E911 compliant handsets and replacing non-compliant handsets at no additional charge.
4. Access to Long Distance Service. As part of i-wireless LBUS Offering, customers will have access to long distance service. A customer may also access a specific long distance carrier by dialing that carrier's access number.
5. Access to Directory Assistance. i-wireless' LBUS Offering includes Directory Assistance, which provides customers with access to information contained in directory listings.
6. Access to Operator Services. Customers will have access to live or automatic operator assistance for the placement of telephone calls,

including collect calls, calling card calls, credit card calls, person-to-person calls, and third party calls, as well as obtaining related information.

7. Toll Limitation. i-wireless calling plans are not offered on a distance-sensitive basis and minutes are not charged separately for local or domestic long distance services.
8. Lifeline Services. Qualified low income consumers pay reduced monthly fees by virtue of the Federal Lifeline programs. The Lifeline discount in the amount of \$15.00 shall be applied to the monthly retail plans or the equivalent of free minutes. i-wireless does not offer reduced connection fees by virtue of the Federal Link-Up program. Customers may contact i-wireless for eligibility or more information.
9. Hearing Impaired. i-wireless will make available services for the hearing impaired. Customers may contact i-wireless for more information.

B. ADDITIONAL SERVICES WHICH ARE INCLUDED IN LIFELINE BASIC UNIVERSAL SERVICE OFFERINGS

1. Free Handset
2. Voice Mail
3. Call Waiting
4. Caller ID
5. Free balance inquiries
6. Free calls to 911 emergency services

C. THE PRICING FOR I-WIRELESS' UNIVERSAL SERVICE OFFERING

1. i-wireless will pass the entire state and federal subsidy in the form of free usage or a discount to the Lifeline customers. The usage shall equate to a Lifeline \$15.00 discount or an equivalent of a minimum of 150 free usage minutes on Lifeline calling plans. i-wireless will offer at least one Lifeline calling plan with a minimum of 900 minutes of usage.
2. Retail calling plans are pay in advance offerings, excluding taxes and governmental assessments, at a \$15.00 discount per month and do not require the customer to sign a contract.
3. Long distance calls are included at no additional charge for calls made within the United States. International long distance calls are charged at the rate charged to the Company and passed through without mark-up.

4. The charge for Directory Assistance is \$1.50 per call, which includes call completion service.
5. Federal and state universal service assessments are imposed separately in an amount that is a percentage of the customer's bill.
6. Other governmental taxes and assessments imposed by law.
7. Customers will not be required to enter into a long-term service contract.

D. THE AREAS IN WHICH I-WIRELESS' LIFELINE UNIVERSAL SERVICE OFFERINGS ARE AVAILABLE, AND THE CORRESPONDING LOCAL CALLING AREAS

i-wireless LBUS Offering is available to customers within the non-rural exchanges in which i-wireless has been designated as an ETC. The Local Calling Areas for customers in those exchanges will include access to a comparable or greater number of access lines as is required of the incumbent carrier, consistent with applicable regulatory standards. When Local Calling Areas are to be changed, i-wireless will file an amendment to this Service Description showing the Local Calling Areas prior to implementing any changes. Calls placed to destinations outside of the Local Calling Area (*i.e.*, InterMTA) will incur toll and long distance charges.

i-wireless LBUS Offerings, containing free minutes or unlimited local calling which is part of that offering, applies to all calls placed by Customer on the "Primary Cell Site" to which Customer's phone is assigned. "Primary Cell Site" is defined as the cell site that is best suited to accommodate a specific Customer's telephone usage because of its proximity or technical attributes. The assigned Primary Cell Site is subject to change by the Company in the event of system outages or network changes.

SUPPLEMENT TO STIPULATION AND SETTLEMENT AGREEMENT

- a) On August 5, 2010, i-wireless filed an Application seeking designation as an eligible telecommunications Carrier (ETC) for the limited purpose of receiving universal service support for low-income customers in Colorado, Docket No. 10A-552T. Despite such limited purpose, do the parties seek any waiver or variance of obligations applicable to Eligible Telecommunications Carriers in Colorado (other than Rule 2187(d)(III) and in accordance with Operating Procedures Applicable to Lifeline BUS Offering i-wireless, LLC)?

No.

- b) i-wireless' Lifeline Basic Universal Service (LBUS) Offering is available to customers within the "non-rural exchanges." Is that to say that no portion of i-wireless' proposed service territory in Attachment 2 to the stipulation is served by a rural telecommunications provider? If a portion of i-wireless' proposed service territory in Attachment 2 to the stipulation is served by a rural telecommunications provider, please identify such portions of the proposed service territory served by a rural telecommunications provider.

There is no portion of i-wireless proposed service territory (Attachment 1) that is served by a rural telecommunications provider. The proposed service area in which i-wireless is seeking ETC designation is listed by exchanges in Attachment 1 to this Stipulation. The exchanges listed in this attachment are where i-wireless can provide service throughout the entire exchange. Attachment 2 was provided as information showing the underlying carrier's (Sprint Nextel) coverage area. i-wireless is not seeking ETC status throughout Sprint Nextel's entire coverage area or in any exchange areas in which it is unable to serve the exchange area in its entirety.

- c) Attachment 5 to the Stipulation appears to address one service offering (*e.g.*, *see* page 1). However, C.1. of Attachment 5 states "i-wireless will offer at least one Lifeline calling plan with a minimum of 900 minutes of usage." Please reconcile these two provisions.

The two provisions address two separate elements of i-wireless' Lifeline offering: (a) the number of free minutes offered; and (b) the amount of usage available to a Lifeline customer if they elect a Lifeline discount on a retail plan in lieu of free minutes. i-wireless' Lifeline offering includes three plan options.

- (1) 150 free minutes (as addressed on page 1 of Attachment 5);**
- (2) 250 minutes with less free "perks" than the 150 minute option; and**
- (3) a \$15 discount on any of i-wireless' retail plans (excluding text only plans). Under option 3, i-wireless customers can choose one of two calling plans which exceed 900 minutes of usage. These plans include**

a 1,000 minute plan and an unlimited voice plan, meeting the requirement outlined in C.1 of Attachment 5.

Lastly, i-wireless is required to file all of its proposed Lifeline plans prior to offering service (Attachment 4, J.4).

- d) At Attachment 5, A.1., the LBUS Offering includes unlimited local usage. However, there is also reference to a minimum of 900 minutes of usage. Please reconcile these two provisions.

The answer in (c)(3) reconciles the use of the term “unlimited.”

- e) Is the LBUS Offering the only Lifeline service that i-wireless can and will offer in Colorado under the stipulation, if approved?

See response (c), above. In addition, any additional or changes in plans must be filed with the Commission before offering service.

- f) When does i-wireless anticipate Federal Communications Commission action on the compliance plan filed July 26, 2011?

i-wireless understands the FCC is not acting on pending Lifeline-related issues until there is some level of resolution regarding the NPRM released March 3, 2011. i-wireless anticipates FCC action on its compliance plan within 60-120 days.

- g) Are parties aware of any other ETC designated in Colorado that does not offer Link-Up to qualifying low-income consumers?

Yes. Flat West Wireless, LLC does not offer Link-Up. i-wireless is the first prepaid wireless reseller to potentially receive ETC designation in Colorado. As stated in the Application, i-wireless does not charge an activation or connection fee, and therefore, does not qualify for Link-Up support from the federal USF. As a result, there is no need for i-wireless to offer Link Up support and the FCC’s forbearance order precludes the Company from doing so.

- h) Section D of Attachment 5 includes the following provision: i-wireless LBUS Offerings, containing free minutes or unlimited local calling which is part of that offering, applies to all calls placed by Customer on the “Primary Cell Site” to which a Customer’s phone is assigned. “Primary Cell Site” is defined as the cell site that is best suited to accommodate a specific Customer’s telephone usage because of its proximity or technical attributes. The assigned Primary Cell Site is subject to change by the Company in the event of system outages or network changes.

- i. With regard to this provision, is it accurate that i-wireless can comply with this provision by only providing free minutes equivalent to \$15.00?

- ii. I-wireless proposes a \$15.00 discount on its retail Lifeline plans or the equivalent of 150 free prepaid wireless minutes to eligible Lifeline customers. How can the Commission determine whether this discount results in affordable basic service?
- iii. How will potential customers be able to determine whether service is available at their residence? If service is found unavailable, inadequate, or unsatisfactory to the customer following initiation of service, what remedy will be available to the customer? Is the remedy affected by whether the customer lives in a zip code on file with the Commission and designated by i-wireless for the offering of Lifeline service?
- iv. How will customers be able to determine whether any given call will be completed through the designated Primary Cell Site?

See the responses below:

- i. **Yes. i-wireless, in its Application, stated that it would not charge for roaming.**
- ii. **In broad terms, review of the landline residential rates can be used to gauge the affordable rate level. Qwest's current residential rate is \$17.00 per month. South Park Telephone Company's residential rate is \$29.98. Both rates were approved by the Commission and were deemed just and reasonable.**
- iii. **i-wireless' service area is comprised of areas with wireless coverage. This covered service area will be built into a database (geo-coding represented by a zip + 4 database) used for qualifying customers based on their home zip code. If a customer finds that they frequent or travel to areas which are not covered, they may cancel service without any cost, liability or other requirement of them. In addition and pursuant to the Stipulation, the customer has the ability to try i-wireless' service on a trial basis for fourteen days. If the customer decides that the service is inadequate or unsatisfactory, the customer may discontinue service with no early termination charges or penalty.**
- iv. **This process is seamless to the customer. The customer will only know that they do or do not have a wireless signal. The network completes a call through the best available cell site. If a customer is travelling, the signal may be handed off from cell site to cell site, in order to maintain the best call quality.**