

2021 ANNUAL CERTIFICATION OF UNIVERSAL SERVICE EXEMPTION

Customer's Legal Name¹:

Customer Address: _____
Customer Account Number(s): _____
Form 499 Filer ID: _____
Contact Name & Phone #: _____
Contact E-Mail: _____

¹ If Form 499 is filed on a consolidated basis, please provide the full legal name of every company covered under the Form 499 Filer ID.

Customer hereby requests an exemption from payment of any charges assessed by ADVANCEFONE LLC due to contribution to the Federal Universal Service Fund ("USF") established by the Federal Communications Commission ("FCC").

On behalf of Customer, I certify under penalty of perjury that my company is purchasing the services identified below for resale, at least in part, and that the company is incorporating the purchased services into its own offerings which are, at least in part, assessable U.S. telecommunications or interconnected Voice over Internet Protocol service.

1) _____ I also certify under penalty of perjury that either my company contributes directly to the federal universal support mechanisms or

2) _____ I have a reasonable expectation that another entity in the downstream chain of resellers directly contributes to the federal universal service support mechanisms on the assessable portion of revenues from offerings that incorporate purchased services.

In addition, Customer represents warrants and certifies as follows:

1. That Customer and/or each entity to which Customer provides resold telecommunications is required to contribute to the federal universal service support mechanisms pursuant to Section 254 of the Communications Act (47 U.S.C. §254) and FCC Rules and Orders issued to implement Section 254 (including the Universal Service Fund Order, CC Docket No. 96.45 and/or the VoIP USF Order).

2. That Customer and/or each entity to which Customer provides resold telecommunications filed the annual Universal Service Worksheet (FCC Form 499-A) with the Universal Service Administrator for the previous calendar year and will continue to file such Worksheets or other forms or documentation as required by the FCC.

3. That Customer acknowledges that ADVANCEFONE LLC's determination of exemption will be based upon the information provided by Customer in this Certification. If ADVANCEFONE LLC exempts the Customer from payment of Universal Service surcharge (in whole or in part) based upon the information provided by the Customer herein, and ADVANCEFONE LLC there after determines that such information was inaccurate, ADVANCEFONE LLC may retroactively bill the Customer for the amount of Universal Service Surcharge that was waived as a result of such inaccuracy without time limitation.

4. That the Customer understands that its obligation and/or the obligation of each entity to which Customer provides resold telecommunications to contribute to the universal service support mechanisms is a legal obligation arising under Section 254 of the Communications Act of 1934 (47

U.S.C. §254), as amended, and FCC rules and Orders issued to implement Section 254. The extent of such USF contribution obligation is independent of, and is not affected by, Customer's obligation to pay the Universal Service Surcharge to ADVANCEFONE LLC, as assessed by ADVANCEFONE LLC or any exemption from that charge as determined by ADVANCEFONE LLC, subject to the FCC's Rules.

If the Customer fails to provide timely and accurate information to ADVANCEFONE LLC, Customer may be liable both to ADVANCEFONE LLC for the Universal Service Surcharge and to the Universal Service Administrator for its contribution to the universal service support mechanism.

5. That the Customer acknowledges that ADVANCEFONE LLC may provide a copy of this Certification to the Universal Service Administrator, to the FCC, a relevant State Public Utility Commission, or to a duly authorized universal service auditor without notice to, or consent from Customer.

6. That the undersigned individual is authorised by Customer to make this Certification on its behalf.

7. Customer agrees to indemnify, defend and hold ADVANCEFONE LLC harmless from any and all claims (1) related to Customer's representations set forth above or (2) that may

arise as a result of any inquiry or audit conducted by the Universal Service Administrator, the FCC, a relevant State Public Utility Commission, or a duly authorised universal service auditor, to the extent such inquiry or audit regards Customer's traffic. Customer expressly waives any limitations period, contractual back-billing restrictions, statute of limitations or similar limitations periods that may otherwise apply.

8. If Customer is no longer eligible for an exemption or if any of the information provided in this form should change, become inaccurate, or no longer apply, Customer shall notify ADVANCEFONE LLC within 30 days of the change. In addition, Customer should update this form annually.

9. For any new services purchased after the date of this 2021 FUSF form should be assessed the FUSF charge, Customer is obligated to notify ADVANCEFONE LLC no later than twenty (20) calendar days after start of new service.

PLEASE CHECK THE APPROPRIATE BOX.

☐ My Company is purchasing all services for **"Resale"**, at least in part, in the form of US telecommunications or interconnected Voiceover Internet Protocol service and my Company contributes directly to the federal universal service support mechanisms on revenues from offerings that incorporate the purchased services. All of my ADVANCEFONE LLC services should be exempt from the FUSF surcharge.

☐ My ADVANCEFONE LLC Accounts listed above are **NOT "Resale"** and, therefore, classified as **"Retail"** and to the FUSF surcharge. My Company is NOT a reseller for all services billed on these accounts.

(Retail accounts include services purchased by the customer for its own administrative or end-user use or in instances where the customer is not required to directly contribute to the FUSF because it is considered to be de minimis.)

□ My ADVANCEFONE LLC accounts bill both "**Resale**" and "**Retail**" (non-resold) services. Listed are retail services that **are not resold** and, therefore, subject to the FUSF surcharge. These "Retail" services will be moved to a new account to be assessed FUSF.

Please attach separate page listing Circuit ID, Circuit Type, Originating Location and Terminating Location for circuits that need to be moved to a new account.

PRINT NAME / TITLE:

SIGNATURE: DATE:
