

**Certification of Federal Universal Service Fund  
Exemption Calendar Year: 2023**

Customer Legal Name: \_\_\_\_\_

499 Filer ID Number: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Customer Contact Person: \_\_\_\_\_

Contact Person's Telephone Number: \_\_\_\_\_

Customer (the "Customer") requests an exemption from payment of any charges assessed by NTS Communications Inc ("NTSCom") due to contribution to the Federal Universal Service Fund ("FUSF") established by the Federal Communications Commission ("FCC"). The Customer represents and certifies as follows for the purposes of this certification (this "Certification"):

1. The Customer is: (select all that apply)
  - a. a telecommunications carrier that provides interstate telecommunications service to the public for a fee;
  - b. a private service provider that offers interstate telecommunications to others for a fee on a non-common carrier basis;
  - c. a provider that offers interconnected VoIP service.
2. The Customer is acquiring services from NTSCom for resale to third party customers; i.e., not for its own internal use.
3. The Customer incorporates the services purchased from NTSCom into the Customer's own interstate telecommunications or interconnected VoIP service offering(s).
4. The Customer contributes directly to the FUSF support mechanisms on its sales of (select all that apply):
  - a. interstate telecommunications services to end users;
  - b. interconnected VoIP services to end users.
5. The Customer has filed a Telecommunications Reporting Worksheet (FCC Form 499) with the Universal Service Administrator and will continue to file such Worksheets or other documentation as required by the FCC.
6. The Customer acknowledges that NTSCom may provide a copy of this Certification to the Universal Service Administrator, the FCC, state regulatory authorities, legal counsel, or an auditor.

7. The Customer acknowledges that NTSCom's determination of exemption will be based upon the information provided by the Customer in this Certification. In the event NTSCom exempts the Customer from the payment of FUSF related charges (in whole or in part) based upon the information, representations and certifications contained in this Certification, and NTSCom thereafter determines that the exemption was granted based upon the Customer's false, inaccurate, or erroneous information, then NTSCom may bill the Customer, and the Customer will pay, for the FUSF related charges that were not billed as the result of the exemption, plus applicable late fees. Accordingly, if the Customer does not provide accurate or timely information to NTSCom the Customer may be responsible for payment to both NTSCom and the Universal Service Administrator for contribution to Universal Service support mechanisms. Furthermore, the Customer agrees to indemnify and hold harmless NTSCom from any and all claims arising from any breaches of the information, representations or certifications made hereunder.
8. If, at any time, the Customer's information, representations or certifications made hereunder are no longer accurate, the Customer will notify NTSCom within thirty (30) calendar days by completing and submitting a new Certification form or written request to cancel this Certification. Otherwise, this Certification will remain in effect during 2023 in its entirety. Customer understands and agrees that in the event Customer's representations or certifications made hereunder are no longer accurate and a new Certification form or cancellation of this Certification occurs within the calendar year of 2023, such changes will apply prospectively only and NTSCom shall have no obligation to either retroactively charge or credit any FUSF fees that may be affected by such changes to this certification.
9. The individual named below is a representative of the Customer and is duly authorized by the Customer to make the representations and certifications contained herein on behalf of the Customer.

***I certify under penalty of perjury that the Customer is purchasing service(s) for resale, and that the Customer is incorporating the purchased services into its own offerings which are, at least in part, U.S. telecommunications or interconnected Voice over Internet Protocol services. I also certify under penalty of perjury that Customer either directly contributes or has a reasonable expectation that another entity in the downstream chain of resellers directly contributes to the FUSF support mechanisms on the assessable portion of revenues from service offerings that incorporate the purchased services.***

BY EXECUTING THIS CERTIFICATION, CUSTOMER CERTIFIES THAT **ANY AND ALL SERVICES** PROVIDED BY NTSCom THAT ARE INCLUDED FOR BILLING PURPOSES IN THE ACCOUNT NUMBERS IDENTIFIED BELOW FULLY MEET THE EXEMPTION ELIGIBLE PROVISIONS ESTABLISHED BY THE FCC. CUSTOMER FURTHER CERTIFIES THAT IN THE EVENT ANY PORTION OF THE SERVICES PROVIDED BY NTSCom WHICH ARE INCLUDED FOR BILLING PURPOSES IN THE ACCOUNT NUMBERS IDENTIFIED BELOW DO NOT FULLY MEET THE EXEMPTION ELIGIBLE PROVISIONS ESTABLISHED BY THE FCC THAT CUSTOMER MUST NOTIFY NTSCom THAT SUCH SERVICES SHOULD BE ASSESSED BY NTSCom SEPARATELY FROM OTHER SERVICES SUBJECT TO THIS CERTIFICATION.

Authorized by:

Name (Print): \_\_\_\_\_

Title (Print): \_\_\_\_\_

Date: \_\_\_\_\_

Billing Account Number and Provisioning Account Numbers to which this Certification applies (BLANK or "ALL" not sufficient; account numbers are located on your invoice):

Billing Account Number: BW - \_\_\_\_\_

Provisioning Account Number(s): **REQUIRED FIELD**

_____	_____
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_____	_____
_____	_____

Signature:

Email: