

ORIGINAL

TerraCom, Inc.

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Arizona Informational Tariff No. 1
Lifeline Wireless Services

**ARIZONA
INFORMATIONAL LIFELINE WIRELESS SERVICES TARIFF
OF
TERRACOM, INC.**

This informational tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive Lifeline Commercial Mobile Radio Services provided by TerraCom, Inc. ("TerraCom", or the "Company") within the State of Arizona. This informational tariff is on file with the Arizona Corporation Commission. Copies may be inspected via the Company's website or during normal business hours at the Company's principle place of business at 401 E Memorial Road, Suite 500, Oklahoma City, OK 73114.

Issued by:

TerraCom, Inc.
401 E Memorial Road, Suite 500
Oklahoma City, OK 73114

effective date August 21, 2012

APPROVED FOR FILING
DECISION # 73344

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CHECK SHEET

All sheets of this informational tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original informational tariff and are currently in effect as of the date on the top of this sheet.

<u>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>	
1	Original	*	26	Original	*
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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Informational Tariff for the purpose indicated below:

C - To signify changed regulation.

D - To signify discontinued rate or regulation.

I - To signify increased rate.

M - To signify a move in location of text.

N - To signify new rate or regulation.

R - To signify reduced rate.

S - To signify reissued matter.

T - To signify a change in text but no change in rate or regulation.

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TARIFF FORMAT SHEET

A. Page Numbering - Page numbers appear in the upper-right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added, the page appears as a decimal. For example, a new sheet added between Sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the Tariff page in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i)(1)

D. Check Sheet - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remained the same, just revised revision levels on the same sheets). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.

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APPLICATION OF TARIFF

This informational tariff contains the descriptions, regulation and rates applicable to the furnishing of Lifeline Commercial Mobile Radio Services provided by TerraCom, Inc. within the State of Arizona and is on file with the Arizona Corporation Commission. ("Commission").

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Activation - Configuration of a wireless phone so that it is ready to be used to transmit and receive calls on the wireless network.

Activation Fee - A one-time up-front charge for activation of a wireless phone.

Airtime - Total time that a wireless phone is connected and in use for talking. This includes use for calls both received and placed.

Authentication - A feature used to reduce fraud by confirming the identity of a phone to the wireless network.

Automatic Call Delivery - A service feature that allows a user to receive calls when roaming outside of the phone's home coverage area.

Call Waiting - A feature that allows a user to be notified of another incoming call while a call is already in progress, and gives the user the ability to answer the second call while the first call remains on hold.

Caller ID - A feature that displays a caller's telephone number and/or name before the call is answered.

Carrier - A company that provides telecommunications services.

Cellular - The type of wireless communication that is most familiar to mobile phones users. Called 'cellular' because the system uses many base stations to divide a service area into multiple 'cells'. Cellular calls are transferred from base station to base station as a user travels from cell to cell.

Coverage Area - The geographic area served by a wireless system. Same as Service Area and Local Calling Area.

Handset - Any hand held device used to transmit and receive calls from a wireless system. Also known as a wireless phone, a cellular phone, a mobile phone, a PCS phone and many other terms.

Local Calling Area - The geographic area served by a wireless system. Same as Service Area and Coverage Area.

MMS (Multimedia Messaging Service) - Similar to SMS, but in addition to plain text, MMS messages may include multimedia elements such as pictures, video and audio. These multimedia elements are included in the message, not as attachments as with email.

No Service Indicator - A feature of wireless phones that tells the user that wireless service is unavailable in a particular location. Usually an LED on the handset.

Prepaid Cellular/Wireless - A service plan offered by some wireless carriers that allows subscribers to pay in advance for wireless service.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Ringtone - A sound from your phone used to signal an incoming call or message. On most newer phones additional sounds can be downloaded from the wireless system or by data cable. These sounds can take the form of anything you want, the most popular sounds are music. See monophonic ringtones and polyphonic ringtones.

Roaming - Using a wireless phone in an area outside its home coverage area. Roaming is not allowed and will not work unless the customer specifically requests this feature to be activated. There is an additional charge for roaming. A customer's handset will indicate if they are in a roaming area.

Service Area - The geographic area served by a wireless system. Same as Coverage Area and Local Calling Area.

Service plan - A contract between a wireless carrier and a wireless subscriber that details the terms of the wireless service including rates for activation, access and per minute usage.

SMS (Short Message System) - A feature of PCS phones (primarily GSM) that allows users to receive and sometimes transmit short text messages using their wireless phone.

Spectrum - The entire range electromagnetic frequencies.

Subscriber - A cellular phone user.

Voice Mail - A system that answers calls and allows users to reply to, save, delete or forward messages.

WAP (Wireless Application Protocol) - A global protocol used in many newer wireless devices that allows the user to view and interact with data services. Generally used as a means to view Internet web pages using the limited transmission capacity and small display screens of portable wireless devices.

Wireless Carrier - A company that provides wireless telecommunications services

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SECTION 2 –LIFELINE WIRELESS SERVICES

2.1 Terms and Conditions

2.1.1 General

A. The Company reserves the right to change the terms and conditions of the Company's Lifeline wireless service offering located herein.

2.1.2 Application of Informational Tariff

This Informational Tariff contains the regulations, terms, conditions and charges applicable to the provision of basic Universal Service utilizing Wireless Service within the Company's designated Eligible Telecommunications Carrier ("ETC") service area.

2.1.3 Eligible Telecommunications Carrier Service Area

A. The Eligible Telecommunications Carrier Service Area ("Designated Service Area") consists of the geographical area which the Company is authorized to serve eligible universal service subscribers. TerraCom wireless Lifeline programs are only available for activation by customer's whose principal address resides in an area in which TerraCom, Inc., has been designated as a Eligible Telecommunications Carrier ("ETC").

B. The Company has no obligation to provide wireless services outside the Company's Designated Service Area or outside the Company's service territory.

2.1.4 Terms and Conditions of Service

A. The Terms and Conditions described herein governs the sale and delivery of Lifeline wireless services ("Service" or "Services") to eligible subscribers by TerraCom, Inc. and any of its subsidiaries ("us," "we," "the Company" or "TerraCom") and is between the Customer (the purchaser or user of the Services) and TerraCom, Inc.

B. TerraCom reserves the right to change or modify any of these Terms and Conditions of Service at any time and at the Company's sole discretion.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.1 Terms and Conditions (con't.)

2.1.5 Customer Responsibility

A. The Customer is responsible for pre-payment of all charges for facilities and services furnished the Customer.

B. All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by the Company is borne by the Company unless otherwise specified elsewhere. In case of damage to or destruction of any of the Company's instruments or accessories due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment to its original condition, or of replacing the equipment destroyed. The Company may suspend a Customer's service while Customer effectuates replacement or repair of equipment.

C. To be eligible for TerraCom service, a subscriber must meet the applicable eligibility standards described in Section 2.5.2.

D. If a TerraCom Subscriber loses or has their handset stolen, the subscriber is responsible for all charges incurred until TerraCom is notified of the lost or stolen wireless phone. Upon receiving notice of the lost or stolen phone, TerraCom will suspend the account immediately. If a subscriber does not either activate a new TerraCom phone or notify us that they have found their wireless phone within 30 days of the suspension of the account, the account will be deactivated and the subscriber will lose the TerraCom phone number.

E. Customer Cancellation Policy

Subscribers who choose to terminate their services should contact TerraCom. A subscriber may send such notice in writing to:

TerraCom, Inc.
Attn: Wireless Disconnect Department
401 E Memorial Road, Suite 400
Oklahoma City, OK 73114

Or by fax to:

1-877-221-0011

Or a subscriber may contact TerraCom directly by phone at 1-877-351-4747.

TerraCom will process such requests without delay.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.1 Terms and Conditions (con't.)

2.1.6 Maintenance and Repair

A. To the extent not encompassed herein, the subscriber is solely responsible for all maintenance and repair of Company provided equipment.

2.1.7 Equipment Arrangements

A. TerraCom will provide eligible subscribers with a handheld phone. This equipment may be provided at no additional charge.

B. Company provided equipment will be as follows dependent upon the service provided:

1. A handheld mobile phone kit that operates in the 850 – 1900 Mhz frequency range.
2. The kit will include an AC charger.
3. The Company reserves the right to provide subscribers a refurbished handset.
4. The Company reserves the right to provide subscribers any type of available handset that will work on the Company's network. Subscribers have no right to expect or demand a particular make or model handset.
5. Warranty periods apply to all handsets provided by the Company.
6. Defective handsets will be repaired or replaced at the Company's option.
7. Customers are responsible only for the cost of returning defective handsets. TerraCom will absorb all charges necessary to ship a repaired or replacement handset to the customer.

2.1.8 Company Contact Information

A. Customers should direct inquiries or complaints to TerraCom Customer Service by dialing 611. No minutes of use will be deducted for these calls to TerraCom Customer Service.

B. Questions or concerns regarding Lifeline or any service issues in the State of Arizona should be directed to the Arizona Corporation Commission at the following address or telephone number:

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.**2.1 Terms and Conditions (con't.)****2.1.8 Company Contact Information(con't.)**

Arizona Corporation Commission 1200 W. Washington St. Phoenix, AZ 85007 Within Metro Phoenix: 602-542-4251 Outside the Metro Phoenix area but within Arizona, call toll free 1-800-222-7000	Arizona Corporation Commission 400 W. Congress, Ste. 218 Tucson, AZ 85701 Within Metro Tucson: 520-628-6550 Outside the Metro Tucson area but within Arizona, call toll free 1-800-535-0148
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C. The Company contact person for all complaints or concerns received by the Arizona Corporation Commission, or other state agency, relating to the Company's wireless service offering is:

Tony Campanaro – Customer Complaint Manager
TerraCom, Inc.
Direct Line 405-241-9584
Customer Service Fax 877-221-0011
401 E Memorial Road, Suite 400
Oklahoma City, OK 73114
tcampanaro@terracominc.com

2.1.9 Liability of the Company**A. Limitations**

1. Customer acknowledges that the wireless service may not be completely private and is of such nature that wireless service may be interrupted, lost or limited for many reasons other than the negligence of the Company, including, but not limited to, dialing errors, power failures, leaving wireless coverage area, malfunctioning equipment, interruptions in the Company's interconnections to wireline, wireless, or interexchange carriers, "dead spots" or other incomplete coverage areas within Company's local service area.
2. Company shall not be liable for any damages arising from the causes listed above, or any other causes beyond the direct and exclusive control of the Company.
3. Company's liability for its own negligence or any other reason may not in any event exceed the prorated charge for service during the period damages occurred.
4. In no event shall the Company be liable for any special, incidental or consequential damages, losses or injuries.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.1 Terms and Conditions (con't.)

2.1.9 Liability of the Company (con't.)

5. No liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions or delays of the Company, its agents, servants or employees in the establishing, furnishing, rearranging, moving, terminating or changing of wireless service or facilities.

6. Customer agrees to indemnify Company and hold Company harmless from all suites, liabilities, cost and claims of any kind arising out of any actions omissions or use of the service or a cellular station of or by customer, any user or any other individual or entity with customer's or a users consent.

7. The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties.

8. The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

9. When the facilities of other companies are used in establishing connection to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants or employees.

2.1.10 Advance Payment for Service

Charges for service must be paid by the subscriber in advance.

2.1.11 Assigning and Changing of Telephone Numbers

The Customer has no property right in the telephone number and the Company may change the telephone number of a Customer whenever the Company considers it necessary in the conduct of the Company's business.

2.1.12 Termination of Service

A. The Company may terminate service, with notice, for the following reasons:

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.1 Terms and Conditions (con't.)

2.1.12 Termination of Service (con't.)

1. Due to Customer's breach of any provision of the Company's rules, terms and conditions or due to Customer's violation of any applicable rule, regulation or tariff or reasonable standards of the Company.
2. Due to Customer's use of foul, obscene or profane language over the lines of the Company.
3. Due to Customer's use the service fraudulently or in violation of any laws, rules or regulations.
4. Any use of service that interferes with another Customer's service or that is used for any purpose other than communication.
5. Customer's use of Directory Assistance to obtain a name, address or telephone number for any purpose other than to facilitate the making of a telephone call shall constitute an abuse of the service.
6. Deactivation for failure to respond within thirty (30) days to a notice of sixty (60) days of inactivity.
7. Deactivation for failure to re-certify Lifeline eligibility annually.
8. Violation of TerraCom handset policy as described in section 2.2.2.B.

B. Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application for service.

C. Subscribers enrolled on the Company's Lifeline program will have active service while enrolled in the Lifeline program. If de-enrolled for any reason whatsoever from the Lifeline program, the subscribers service will be terminated and the phone deactivated.

2.1.13 Suspension of Service

A. TerraCom reserves the right to suspend or terminate any subscriber's access to TerraCom services or to the TerraCom website or affiliated websites, at any time, should we determine in our sole discretion that a subscriber has violated any of the Terms and Conditions of this Tariff or any other policy of TerraCom, its affiliates, or for any other reason at the sole discretion of TerraCom.

B. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.2 Lifeline Wireless Service

2.2.1 Scope of Service

A. Services are limited to the operating range and capacity of the Company's wireless system in the Company's service area and may be changed from time to time.

B. Service depends on over-the-air radio transmissions. Many factors beyond the Company's control may affect the Company's ability to make and receive calls on the Company wireless handset and the quality of those calls including, but not limited to, the location, the conditions of the atmosphere, terrain, nearby buildings and other structures, network capacity issues, system outages or failures of equipment to operate as expected, a problem that occurs with service we purchase from someone else, system upgrades, performance of maintenance work, accidents or other events outside of the Company control. As a result, Services, including calls or attempted calls to emergency services, may be interrupted, may fail, or may be below normal quality levels. The Company takes no responsibility for service interruptions or problems caused by factors beyond the Company control.

C. Statements by the Company's employees, representatives, or agents regarding system coverage is intended to describe approximate coverage and should not be interpreted to mean that Service will available without possible interruption.

D. Customers agree to hold the Company harmless against any and all claims, demands, actions, or other causes of action (including actions by third parties) arising out of the use or attempted use of the service.

E. Consistent with cellular industry practices, airtime may be deducted for outbound calls exceeding 15 seconds in situations in where the calling party does not answer or if there is a busy signal.

F. Service is available to Lifeline qualified consumers who make a reasonable request at fees and rates and under the terms and conditions contained in and throughout this tariff.

G. Lifeline qualified subscribers may purchase amounts of airtime on a prepaid basis in denominations described in Section 2.2.3 of this tariff.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.2.2 TerraCom Handset

- A. Lifeline eligible customers can elect to receive a standard handset at no charge or purchase a higher end model. The handset may be a refurbished unit.
- B. The handset is provided exclusively for use by the customer for TerraCom Lifeline wireless service. Any other use of this provided handset, including and without limitation any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of TerraCom provided service. Any customer who accepts a handset agrees not to unlock, re-flash, tamper with or alter this handset or its software or engage in any other unauthorized or illegal use of the provided phone or the service, or assist others in such acts, or to sell and/or export handsets outside of the United States. These acts violate TerraCom company rights and policy as well as state and federal laws. Improper, illegal or unauthorized use of the TerraCom provided phone is a violation of a customer's agreement to use TerraCom Lifeline wireless service and may result in the immediate discontinuance of services and result in legal action.

2.2.3 Additional Minutes

- A. TerraCom Additional Minute Plans are available in denominations of the following:

Denomination	Minutes/Texts	Denomination	Minutes/Texts
\$5.00	60	\$25.00	500
\$10.00	200	\$30.00	600
\$15.00	300	\$50.00	1300
\$20.00	400	\$60.00	1700

- B. Airtime, when used for standard cellular calls and if purchased outside an Additional Minute Plan, will be decremented at the uniform rate of \$0.20 per minute.
- C. A standard cellular call is considered to be a call that does not include the following types of usage:
 - 1. informational services;
 - 2. multi-media usage;
 - 3. text messaging
 - 4. other usage as determined applicable by the Company.
- E. Deduction of minutes for a completed call from a customer's handset will begin when the SEND key is pressed and will end when either party ends the call, rounded to the nearest minute. Call detail records will only be provided where required by applicable law.
- F. Airtime minutes do not have any cash value. The purchase of a TerraCom Additional Minute Plan is non-refundable.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.2.3 Additional Minutes (con't.)

G. TerraCom Additional Minute Plans, airtime rate plans, and denominations are subject to change without prior notice.

H. TerraCom customers may purchase and use on any TerraCom handset any TerraCom Additional Minute Plans.

I. TerraCom Additional Minutes expire after thirty (30) days.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.2.4 Emergency Calls

- A. There is no deduction of minutes for 911 emergency service calls.
- B. TerraCom handsets can reach 911 emergency services regardless of minutes remaining on the handset.
- C. TerraCom takes no responsibility for service interruptions or problems caused by factors beyond the Company's control.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.**2.2.5 Data Services**

A. TerraCom provides wireless data services and mobile internet services using your TerraCom phone. A data plan must be purchased and your phone enabled for data service. Sending or receiving data service will be available at a rate of \$1.25 per megabyte. Subscribers may purchase a data subscription allocation necessary to access the mobile internet in the following data allocations (“Data Subscription Rates”):

Data Subscription Rates:

1. \$5.00 for 5MB
2. \$10.00 for 20MB
3. \$20.00 for 50MB

B. Data usage will be deducted from the available data allocation in a purchased Data Subscription. Unused data expire at the end of a monthly Data Subscription period and may not be used in subsequent months. If allocation of data is used before the end of the monthly period, a subscriber will be required to add an additional Data Subscription in order to access the mobile internet. A subscriber may terminate a subscription or switch to another data subscription by contacting TerraCom. Subscribers are responsible for all data activity from and to the wireless phone on the account, regardless of who initiates the activity. TerraCom reserves the right to suspend, limit, or terminate a subscriber’s account without notice for any misuse or use that adversely impacts network performance. TerraCom will not provide free access to data content.

C. Data services available to TerraCom subscribers may allow access many forms of data content such as internet, text, pictures, music, email, or other materials. Some data content that subscribers will access will be from other third-party websites or services. Some of this data content may be unsuitable for minors. Subscribers of TerraCom data services are solely responsible for evaluating the data content accessed while using a TerraCom handset or device.

TerraCom, for any reason, may place restrictions on accessing certain data content, limit the amount of accessible data, or terminate a subscriber’s access to data services. TerraCom supports the use of data content, but, TerraCom makes no representations or warranties (expressed or implied), to the extent permitted by law, including, any warranty of merchantability, fitness for a particular purpose, service quality of content, non-infringement, performance, accuracy, or efforts of any third party’s data content or to third party data content a subscriber may access while using a TerraCom handset or device. TerraCom does not have control over the data content provided on third party’s site that a subscriber may access. TerraCom reserves the right to change, limit, or terminate access to data content, without notice, at any time, and is not required to replace any data content requested by subscribers.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.**2.2.5 Data Services(con't).**

D. Subscribers may not use TerraCom data service for any illegal purpose. This includes harassing, threatening, abusing, defaming, or slandering any individual or entity. TerraCom and its business partners provide messages, data, information, music, games, text or other material for subscribers to use on a non-commercial basis only. Subscribers may not sell or resell data content. Subscribers are solely responsible for engaging in any unauthorized use of data content. TerraCom (TerraCom, Inc.) intends to present and offer only generally acceptable data content. However, it is impossible to proof all data content, titles and news articles for appropriate content. TerraCom data content is not rated and subscribers are solely responsible for the use of such material, which may be offensive or objectionable to subscribers or to others. TerraCom subscribers agree not to hold TerraCom (TerraCom, Inc.) liable for any offensive or objectionable data content. In the use of a cell phone to browse the Internet, the cell phone number or other information may be transmitted over the Internet. By activating or using a TerraCom Wireless phone and/or using the data service, the subscriber understands any risks associated and agrees they have been notified of such risks.

2.2.6 Subscription to Information Services

A. TerraCom does not at this time offer subscription-based Information Services (news, weather and sports). TerraCom reserves the right to offer or discontinue subscription-based Information Services, or portions thereof, without notice.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.2.7 Rates and Charges

A. General

1. Customers are responsible for paying all charges including, but not limited to 1) charges for optional Service features selected by the Customer; 2) all applicable surcharges, fees, taxes, and regulatory charges. Customers are responsible for all charges applicable to Customer handset service, whether or not Customer was the user of the wireless phone. TerraCom will automatically deduct applicable charges from the Customer's available minutes.

2. Changes to a surcharge, fee or tax will become effective as provided by the taxing authority and change to applicable contribution amounts for the Federal Universal Service Fund ("FUSF") and other regulatory charges shall become effective immediately.

B. Roaming

1. It is the policy of TerraCom that roaming is not available for Lifeline customers. Roaming will be restricted unless specifically requested by the customer.

2. Roaming charges, if they apply, will be billed at a rate of \$0.59 per minute of use and will be deducted from the available minutes. Roaming charges occur when a subscriber makes a call using the facilities of another wireless service provider due to the location the call was placed. Roaming occurs when you make or receive calls outside the home network calling area. TerraCom does not provide any guarantees as to the availability or quality of service while roaming. A customer's handset will indicate if they are in a roaming area.

C. Directory Assistance

1. Customers may access Directory Assistance service from their TerraCom handset.

2. Directory assistance calls will be provided for no additional fee; however, applicable airtime charges are assessed as minutes of usage.

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2.2.7 Rates and Charges(con't).

D. Short Message Service ("SMS") Text Messaging

1. A TerraCom subscriber can send and receive text messages of up to 160 characters which includes the address and subject line. The type of messages a device can receive may depend on the wireless handset capabilities. Standard message rates apply when sending or receiving text messages, regardless if the message is viewed. Any unused messages that expire from one monthly billing cycle will not carry over to the next monthly billing cycle, unless the monthly plan specifically allows carry over messages.

2. Text messages sent by TerraCom are free of charge. The charge to send or receive a text message will vary depending upon the plan. The standard rate to send or receive a text message on a TerraCom phone is \$0.10 per text message for receiving, and \$0.10 per text message for sending. Adding additional airtime or plans to an account may include incremental minute rates per text messages sent or received. If a subscriber has used all of the free monthly allotment of minutes, they will need to purchase and redeem additional airtime minutes in order to continue to send and receive text messages and to place and receive voice calls

3. Text messaging for the Lifeline Free Plan 68 will be assessed at a rate of 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Text messaging for the Lifeline Free Plan 125 and Lifeline Free Plan 250 will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages.

4. Each domestic text will be deducted from the available messages in a free minute plan or in a purchased TerraCom Additional Minutes Offering Plan. Any unused messages will expire at the end of the monthly subscription period and will not be applied to subsequently purchased minutes, unless the plan includes rollover minutes. If the full allotment of texts with a plan have been used prior to the end of the monthly period, additional airtime must be purchased in order to continue to send or receive texts. Subscriber messaging plans do not include international text, picture messaging, or voicemail messages.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.3 Service Activation Fee

A. There is no Service Activation Fee for wireless service.

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2.4 Non-Usage Policy

A. TerraCom has implemented a non-usage policy to ensure that Lifeline support is received only for those qualified Lifeline subscribers who use the service and to prevent reimbursement to TerraCom from the federal Universal Service Fund for Lifeline support provided to inactive subscribers.

B. TerraCom subscribers who exceed sixty (60) days without any usage (defined below), will be de-enrolled from the TerraCom Lifeline Program. "Usage" is defined as making a monthly payment, the purchasing of minutes from TerraCom to add to an existing pre-paid Lifeline account, the completion of an outbound call, answering a call from anyone other than TerraCom, its representative or agent or affirmatively responding to a direct contact from TerraCom that he or she want to continue service.

C. Upon de-enrollment for non-usage, the TerraCom subscriber will have up to thirty (30) days to re-enroll by contacting the TerraCom Lifeline program by calling 611. If re-enrollment does not occur or a call to a TerraCom customer service representative does not take place within thirty (30) days of de-enrollment, phone service will be deactivated and any airtime will be lost.

D. A subscriber must provide proof of eligibility to re-enroll in the TerraCom Lifeline program.

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SECTION 2 –LIFELINE AND WIRELESS SERVICES, CON'T.

2.5 Wireless Lifeline Program

2.5.1 General

A. TerraCom' Wireless Lifeline Program gives qualified consumers the ability to acquire wireless service that includes a free handset, local and domestic intralata/interlata calling and selected customer calling features without a credit check, deposit, or contracts.

B. Under the Company's Wireless Lifeline plan, qualified subscribers will be able to select from the following service offerings:

1. Lifeline Free Plan 68:
68 free voice minutes per month. Text messaging will be assessed at a rate of 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Unused minutes will rollover from month to month.
2. Lifeline Free Plan 125:
125 free voice minutes per month. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. Unused minutes will rollover from month to month and are available for a maximum of sixty (60) days.
3. Lifeline Free Plan 250:
250 free voice minutes per month. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date.

C. TerraCom Calling Features include Caller ID, Call Waiting, Three-Way Calling, Call Forwarding, and Voicemail.

D. In the event that all airtime has been used, Lifeline customers will have the capability of purchasing additional airtime in denominations and at rates specified in 2.2.3 preceding.

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2.5 Wireless Lifeline Program (con't)

2.5.1 General(con't).

E. Placing calls to 800 / 866 / 877 or other toll-free numbers will incur standard airtime charges.

F. Customer Service Calls, placed from a customer's handset and dialed via *611, will not incur standard airtime charges.

G. Wireless handsets will be delivered at no charge to qualifying customers. Service will be activated and the requisite number of minutes will be added upon certification of the customer for Lifeline.

H. Free minutes will be automatically added to the currently available minutes of the account of each customer on a monthly basis.

I. Airtime charges and domestic long distance charges apply to forwarded/transferred calls even if the call is sent to a wireline telephone.

J. Lifeline customers are exempt from paying the Federal Universal Service Charge.

K. Eligible subscribers will receive, in the form of a credit, exemption from paying the Federal Subscriber Line Charge.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.5 Wireless Lifeline Program (con't)

2.5.2 Low-Income Assistance

A. A low-income Lifeline service provides a discount on the monthly charge for service. Eligibility is determined based on income or participation in assistance programs closely related to and based on income.

B. In Arizona, a consumer is considered eligible for low-income assistance if they have a total household income at or below 150% of the federal poverty guidelines or participate in at least one of the approved public assistance programs, as indicated below:

1. Temporary Assistance to Needy Families (TANF).
2. Supplemental Security Income (SSI)
3. Supplemental Nutrition Assistance Program (SNAP) f/ka/ Food Stamps.
4. Medicaid.
5. Low Income Home Energy Assistance Program (LIHEAP).
6. Federal Public Housing Assistance/Section 8.
7. National School Lunch Program's Free Lunch Program
8. State Child Health Insurance Plan/KIDCARE

C. Telephone service must be in the name of the individual receiving the benefit.

D. Only one low-income credit is available per household.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.5 Wireless Lifeline Program (con't)

2.5.3 Certification and Verification of Eligibility for Low-Income Programs

A. Certification will occur at the time an individual is applying to enroll in Lifeline while verification will occur on a periodic basis after the subscriber has already been certified.

2.5.2 Initial Certification of Eligibility

A. All subscribers applying for the TerraCom Lifeline Service and who qualify through participation in one or more of the approved needs based programs, must complete a signed Certification Application.

B. TerraCom's Lifeline enrollment application will require an applicant to provide a street address, affirm they are head of household and include a provision that requires an applicant to self-certify under penalty of perjury that it does not reside on Federally-Recognized Tribal Lands.

C. Low-income assistance, provided in the form of free minutes, will not be provided until proof of eligibility has been received by the Company.

2.5.3 Verification of a Subscribers Continued Eligibility

A. Subscribers participating in the TerraCom Lifeline program will be required to re-certify, on an annual basis, their qualification to continue to participate in Lifeline programs based on the appropriate state or federal recertification or verification requirements. TerraCom reserves the right to determine, at its sole discretion, if a subscriber meets the annual recertification or verification requirements and if the subscriber fails to re-qualify for Lifeline service.

B. If TerraCom is unable to recertify or verify the required Lifeline qualifications the subscriber will be deemed ineligible to further participate in TerraCom Lifeline programs. The subscriber's free minute plan will be discontinued at that time and only pre-paid minute plans will be available to the subscriber.

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SECTION 2 –LIFELINE WIRELESS SERVICES, CON'T.

2.5 Wireless Lifeline Program (con't)

2.5.4 Applicable Lifeline Discounts

A. Under the Company's Wireless Lifeline Program, TerraCom will use all low-income universal service support to provide free airtime minutes ensuring that the consumer receives 100% of all universal service support funding for which the Company will seek reimbursement.

B. TerraCom anticipates it will receive \$9.25 in a monthly amount of federal USF Lifeline support per active eligible subscriber, which the Company will provide to eligible Arizona consumers in the form of free air time.

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SECTION 3 – UNIVERSAL SERVICE FUND

3.1 Universal Service Fund Contributions

3.1.1 General

A. The Company shall be responsible to collect and remit all applicable local, municipal, state and federal taxes, fees, surcharges and assessments including the Universal Service Fund contributions as applicable.

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TERRACOM SERVICE AREA

CLLI	EXCHANGE
AZCYAZ03RS1	ARIZONA CITY
BRDSAZMADS0	BEARDSLEY
BNSNAZMADS0	BENSON
BNSNAZSDDS0	BENSON SAINT DAVID
BISBAZMARS1	BISBEE
BLCNAZMARS1	BLACK CANYON
BCKYAZMADS0	BUCKEYE
CMVRAZMARS1	CAMP VERDE
CSGRAZMADS0	CASA GRANDE
TCSNAZCADS0	CATALINA
CVCKAZMADS0	CAVE CREEK
CHNDAZMADS0	CHANDLER MAIN
CHNDAZSODS0	CHANDLER SOUTH
CHNDAZWEDS0	CHANDLER WEST
CHVYAZMADS0	CHINO VALLEY
CRCYAZMARS1	CIRCLE CITY
GDYRAZCWDS0	COLDWATER
CLDGAZMARS1	COOLIDGE
CRNDAZMADS1	CORONADO
TCSNAZCODS0	CORTARO
CTWDAZMADS0	COTTONWOOD-MAIN
CTWDAZSORS1	COTTONWOOD-SOUTH
DRVYAZNODS0	DEER VALLEY NORTH
DGLSAZMARS1	DOUGLAS
DDVLAZNMRS1	DUDLEYVILLE
ELOYAZ01RS1	ELOY
FLGSAZEADS0	FLAGSTAFF EAST
FLGSAZMADS0	FLAGSTAFF MAIN
FLGSAZSORS1	FLAGSTAFF SOUTH
FLRNAZMARS1	FLORENCE
TCSNAZFWDS0	FLOWING WELLS
FTMDAZMADS0	FORT MCDOWELL
GLBNAZMARS1	GILA BEND
MESAAZGIDS0	GILBERT
GLDLAZMADS0	GLENDALE MAIN
GLOBAZMARS1	GLOBE
GRCNAZMARS1	GRAND CANYON
GNVYAZMADS0	GREEN VALLEY

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HYDNAZMARS1	HAYDEN
HGLYAZMADS1	HIGLEY
HMBLAZMARS1	HUMBOLDT
JSCYAZMARS1	JOSEPH CITY
KRNYAZMARS1	KEARNY
LTPKAZMADS0	LITCHFIELD PARK
MMTHAZMARS1	MAMMOTH
MARNAZMARS1	MARANA
MARNAZ02RS1	MARANA WEST
MRCPAZMADS0	MARICOPA
MAYRAZMARS1	MAYER
TEMPAZMCDS0	MCCLINTOCK
MESAAZMADS0	MESA
MIAMAZMARS1	MIAMI
TCSNAZMLRS2	MOUNT LEMMON
MSPKAZMADS0	MUNDS PARK
NWRVAZMADS0	NEW RIVER
NGLSAZMARS1	NOGALES
NGLSAZMWDS0	NOGALES MIDWAY
ORCLAZMARS1	ORACLE
PAGEAZMADS0	PAGE
PLMNAZMARS1	PALOMINAS
PTGNAZMARS1	PATAGONIA
PTGNAZELRS1	PATAGONIA ELGIN
PYSNAZMADS0	PAYSON
PHNXAZPRDS0	PHOENIX PEORIA
PHNXAZSEDS0	PHOENIX SOUTHEAST
PHNXAZMYDS0	PHOENIX-MARYVALE
PHNXAZWEDS0	PHOENIX WEST
PHNXAZBWDS0	PHOENIX-BETHANY WEST
PHNXAZCADS0	PHOENIX-CACTUS
PHNXAZEADS0	PHOENIX-EAST
PHNXAZ81DS0	PHOENIX-FOOTHILLS
PHNXAZGRDS0	PHOENIX-GREENWAY
PHNXAZLVDS0	PHOENIX-LAVEEN
PHNXAZMADS4	PHOENIX-MAIN
PHNXAZMRDS0	PHOENIX-MID RIVERS
PHNXAZNODS3	PHOENIX-NORTH
PHNXAZNEDS0	PHOENIX-NORTHEAST
PHNXAZNWDS0	PHOENIX-NORTHWEST
PHNXAZPPDS0	PHOENIX-PECOS
PHNXAZSODS0	PHOENIX-SOUTH

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PHNXAZSYDS0	PHOENIX-SUNNYSLOPE
PIMAAZMARS1	PIMA
PINEAZMARS1	PINE
PRVYAZPPDS0	PINNACLE PEAK
PRSCAZEARS2	PRESCOTT EAST
PRSCAZMADS0	PRESCOTT MAIN
HGLYAZQCDS2	QUEEN CREEK
CMVRAZRRRS1	RIMROCK
TCSNAZRNDS0	RINCON
FTMDAZNORS1	RIO VERDE
SFFRAZMADS0	SAFFORD
SNMNAZMADS0	SAN MANUEL
SCDLAZMADS0	SCOTTSDALE MAIN
SEDNAZMADS0	SEDONA
SEDNAZSORS3	SEDONA SOUTH
SCDLAZSHDS0	SHEA
SRVSAZMADS0	SIERRA VISTA MAIN
SRVSAZNORS1	SIERRA VISTA NO
SRVSAZSODS0	SIERRA VISTA SO
SMTNAZMARS1	SOMERTON
AGFIAZSRDS0	SUNRISE
SPRAZMARS1	SUPERIOR
SPRSAZEADS0	SUPERSTITION EAST
SPRSAZMADS0	SUPERSTITION MAIN
SPRSAZWEDS0	SUPERSTITION WEST
TCSNAZTVDS0	TANQUE VERDE
TCSNAZCRDS0	TUSCON CRAYCROFT
TCSNAZSODS0	TUSCON SOUTH
TEMPAZMADS0	TEMPE MAIN
SCDLAZTHDS0	THUNDERBIRD
TLSNAZMADS0	TOLLESON
TMBSAZMARS1	TOMBSTONE
TNCKAZMARS1	TONTO CREEK
TUBCAZMARS1	TUBAC
TCSNAZEADS0	TUCSON EAST
TCSNAZMADS1	TUCSON MAIN
TCSNAZNODS0	TUCSON NORTH
TCSNAZSWDS0	TUCSON SOUTHWEST
TCSNAZWERS1	TUCSON WEST
VAILAZNORS1	VAIL NORTH
VAILAZSODS0	VAIL SOUTH
WLTNAZMARS1	WELLTON

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WHTLAZMADS0	WHITLOW
WCBGAZMARS1	WICKENBURG
WLCXAZMARS1	WILLCOX
WLMSAZMARS1	WILLIAMS
WNSLAZMADS1	WINSLOW
WNBGAZ01RS1	WINTERSBURG
YRNLAZMARS1	YARNELL
YUMAAZMADS0	YUMA
YUMAAZFTDS1	YUMA FORTUNA
YUMAAZSEDS0	YUMA SOUTHEAST

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