

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

PRODUCT GUIDE OF

METROPOLITAN TELECOMMUNICATIONS OF KANSAS, LLC

This Product Guide contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Local Exchange telecommunication services within the state of Kansas by Metropolitan Telecommunications of Kansas, LLC ("MetTel"). This Product Guide may be inspected during normal business hours, at the following locations: (T)

Metropolitan Telecommunications of Kansas, LLC  
55 Water Street, 32<sup>nd</sup> Floor  
New York, New York 10041

or

Kansas Corporation Commission  
1500 S.W. Arrowhead Road  
Topeka, KS 66604-4027  
(800) 662-0027

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**TABLE OF CONTENTS**

TABLE OF CONTENTS ..... 2

CHECK SHEET ..... 3

PRODUCT GUIDE FORMAT..... 4

EXPLANATION OF SYMBOLS..... 5

APPLICATION OF PRODUCT GUIDE..... 6

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS..... 7

SECTION 2 – RULES AND REGULATIONS..... 12

SECTION 3 - SERVICE AREAS ..... 49

SECTION 4 - SERVICE CHARGES AND SURCHARGES ..... 50

SECTION 5 – LOCAL EXCHANGE SERVICE ..... 58

SECTION 6 – SUPPLEMENTAL SERVICES ..... 68

SECTION 7 – ADVANCED SERVICES..... 107

SECTION 8 – RESERVED FOR FUTURE USE..... 119 (C)

SECTION 9 – ACCESS SERVICES ..... 120

SECTION 10 – SPECIAL ARRANGEMENTS ..... 122

SECTION 11 - PROMOTIONAL OFFERINGS ..... 125

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**CHECK SHEET**

The title page and pages 2-125 inclusive of this Product Guide are effective as of the date shown at the bottom right corner of each page. Original and Revised pages, as named below, comprise all changes from the original Product Guide in effect on the date indicated.

<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>
1	1 <sup>st</sup> Revised	34	Original	64	Original	91	1 <sup>st</sup> Revised
2	3 <sup>rd</sup> Revised	35	Original	65	27 <sup>th</sup> Revised*	92	1 <sup>st</sup> Revised
3	64 <sup>th</sup> Revised*	36	1 <sup>st</sup> Revised	66	8 <sup>th</sup> Revised	93	1 <sup>st</sup> Revised
4	Original	37	Original	66.1	3 <sup>rd</sup> Revised	94	13 <sup>th</sup> Revised
5	Original	37.1	1 <sup>st</sup> Revised	67	Original	95	2 <sup>nd</sup> Revised
6	Original	37.2	1 <sup>st</sup> Revised	67.1	11 <sup>th</sup> Revised*	96	7 <sup>th</sup> Revised
7	1 <sup>st</sup> Revised	38	Original	67.2	Original	97	3 <sup>rd</sup> Revised
8	Original	39	Original	67.3	7 <sup>th</sup> Revised*	98	Original
9	1 <sup>st</sup> Revised	40	Original	67.4	Original	99	1 <sup>st</sup> Revised
10	1 <sup>st</sup> Revised	41	Original	67.5	Original	100	Original
11	1 <sup>st</sup> Revised	42	Original	67.6	Original	101	Original
12	Original	43	Original	68	Original	102	Original
13	Original	44	Original	69	Original	103	12 <sup>th</sup> Revised
14	Original	45	Original	70	Original	104	1 <sup>st</sup> Revised
15	Original	46	Original	71	Original	105	Original
16	Original	47	Original	72	22 <sup>nd</sup> Revised	106	Original
17	Original	48	Original	73	19 <sup>th</sup> Revised	107	22 <sup>nd</sup> Revised
18	Original	48.1	Original	74	4 <sup>th</sup> Revised	107.1	5 <sup>th</sup> Revised
19	Original	48.2	Original	74.1	5 <sup>th</sup> Revised	108	1 <sup>st</sup> Revised
20	Original	49	Original	74.2	3 <sup>rd</sup> Revised	109	1 <sup>st</sup> Revised
21	Original	49.1	Original	75	Original	110	1 <sup>st</sup> Revised
22	Original	49.2	Original	76	Original	111	1 <sup>st</sup> Revised
23	1 <sup>st</sup> Revised	50	Original	77	Original	112	1 <sup>st</sup> Revised
24	Original	51	6 <sup>th</sup> Revised	78	Original	113	1 <sup>st</sup> Revised
25	Original	52	8 <sup>th</sup> Revised	79	Original	114	1 <sup>st</sup> Revised
26	Original	53	Original	80	Original	115	1 <sup>st</sup> Revised
27	Original	54	Original	81	Original	116	1 <sup>st</sup> Revised
28	1 <sup>st</sup> Revised	55	Original	82	Original	117	25 <sup>th</sup> Revised
29	1 <sup>st</sup> Revised	56	1 <sup>st</sup> Revised	83	1 <sup>st</sup> Revised	118	22 <sup>nd</sup> Revised
29.1	Original	57	Original	84	1 <sup>st</sup> Revised	119	1 <sup>st</sup> Revised
29.2	Original	58	1 <sup>st</sup> Revised	85	1 <sup>st</sup> Revised	120	1 <sup>st</sup> Revised
30	1 <sup>st</sup> Revised	59	1 <sup>st</sup> Revised	86	1 <sup>st</sup> Revised	121	Original
31	1 <sup>st</sup> Revised	60	Original	87	1 <sup>st</sup> Revised	122	Original
32	1 <sup>st</sup> Revised	61	1 <sup>st</sup> Revised	88	1 <sup>st</sup> Revised	123	Original
32.1	Original	62	27 <sup>th</sup> Revised*	89	1 <sup>st</sup> Revised	124	Original
33	1 <sup>st</sup> Revised	63	7 <sup>th</sup> Revised	90	1 <sup>st</sup> Revised	125	Original

\* - indicates those pages included with this filing

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**PRODUCT GUIDE  
FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Product Guide. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Department follows in their Product Guide approval process, the most current page number on file with the Department is not always the Product Guide page in effect.
- C. Paragraph Numbering Sequence** - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in Product Guides.
- 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).1
  - 2.1.1.A.1.(a).1.(i)
  - 2.1.1.A.1.(a).1.(i)(1)
- D. Check Sheet** - When a Product Guide filing is made with the Commission, an undated check sheet accompanies the Product Guide filing. The check sheet lists the sheets contained in the Product Guide, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Product Guide user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**EXPLANATION OF SYMBOLS**

Changes to this Product Guide shall be identified on the revised page(s) through the use of symbols. The following symbols are used for the purposes indicated below.

- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in a rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (T) - To signify a change in text but no change in rate or regulation.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**APPLICATION OF  
PRODUCT GUIDE**

This Product Guide sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by the Company, hereinafter referred to as the Company, to Customers within the state of Kansas. The Company services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

The rates and regulations contained in this Product Guide apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

This Product Guide is on file with the Kansas Corporation Commission. In addition, this Product Guide is available for review at the main office of Metropolitan Telecommunications of Kansas, LLC at 55 Water Street, 32<sup>nd</sup> Floor, New York, New York 10041.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS**

**Abandonment of Service** – Premises vacated without advising the telecommunications provider.

N

**Advance Payment** - Payment of all or part of a charge required before the start of service.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** - A person, corporation or other entity who is authorized by the Company to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Bundled Service** - Basic dial tone and other features such as Caller ID, long distance service, internet service, etc. that are offered by the provider at one price. Bundles may also be referred to as a package of services.

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**Commission** – Kansas Corporation Commission

**Common Carrier** - An authorized company or entity providing telecommunications services to the public.

**Company** - Metropolitan Telecommunications of Kansas, LLC, or “MetTel”, the issuer of this Product Guide (also, “the Company”).

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**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Product Guide.

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company’s services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**Deniable and Non-Deniable Charges** - A deniable charge, if not paid, may result in the termination (denial) of the customer’s local exchange service (dial tone). A non-deniable charge will not result in the termination of the subscriber’s local exchange service (dial tone) for non-payment, even though the particular service for which the charge has been levied, e.g. paging, television, internet service, etc. could be terminated. Charges that are non-deniable are designated and separated from the charges for local telephone services.

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**Individual Case Basis (ICB)** - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Product Guide by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Product Guide, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Product Guide or by applicable law.



**SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

**Joint User** - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Product Guide F.C.C. No. 4, or its successor Product Guide(s).

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Local Calling** - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

**Local Service Charges** - A local service provider's charge for service which allows a customer to complete calls within the local service area (dial tone), plus any local service provider charges for calling, line or directory service features (such as Caller ID, extra directory listings, touch tone service, etc.). Local service charges include packages or bundles of service, offered at one price, which includes local and other services (e.g., long distance, internet services, wireless services, etc.), Local services do not include long distance, directory advertising, inside wire maintenance, etc. when purchased by the subscriber on an *a la carte* basis.

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**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Product Guide F.C.C. No. 4, or its successor Product Guide(s).

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

**Negative Selection** – Adding service to an account without customer consent with the requirement that the customer must initiate request for removal of service.

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**Non-Recurring Charge (“NRC”)** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**PIN** - Personal Identification Number. See Authorization Code.

**SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

**Point of Presence (“POP”)** - Point of Presence

**Premises** - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**Qualified Third Party** – A current subscriber of the same telecommunications provider with no suspension s or returned check charges within the past twelve (12) months.

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**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Service** - Any means of service offered herein or any combination thereof.

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service order or this Product Guide, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Disconnection** – The service provided by the telecommunications provider is terminated, the telephone number(s) will be available for other use, and a final bill is rendered.

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**Service Order** - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this Product Guide.

**Service Suspension** – Service provided by the telecommunications is temporarily interrupted from placing or receiving calls.

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**Shared Inbound Calls** - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company outbound service such that "1 + 10-digit number" calls are automatically routed to the Company or an IXC network. Calls to stations within the Customer’s LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

**Station** - The network control signaling unit and any other equipment provided at the Customer premises that enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** - The person, firm, partnership, corporation, or other entity that orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business access line. The cost of switched Feature Group access is billed to the (T)interexchange carrier.

**Telecommunications Service** – The provision of a service for the transmission of telephone messages, or two way video or data messages.

**Telecommunications Public Utility** – Any public utility, as defined in K.S.A. 66-104, and amendments thereto, which owns, controls, operates or manages any equipment, plant or generating machinery, or any part thereof, for the transmission of telephone messages, as defined in K.S.A. 66-104, and amendments thereto, or the provision of telecommunications service in or throughout any part of Kansas. Referred to herein as “provider”, “telecommunications provider”, “local service provider” or “long distance provider”. N

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Product Guide.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

Service is furnished for telecommunications originating and terminating within the State of Kansas under the terms and conditions of this Product Guide.

The Company is responsible under this Product Guide only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services or to communicate with its own customers. Failure by the Company to assert its rights pursuant to one provision of this Product Guide does not preclude the Company from asserting its rights under other provisions.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this Product Guide is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.3 Use of Services**

- A.** Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B.** The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- C.** The Carrier does not transmit messages pursuant to this Product Guide, but its services may be used for that purpose.
- D.** The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Product Guide.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.4 Terms and Conditions**

- A. Minimum Period - Service is provided on a term basis only. The minimum term period is one (1) year unless otherwise specified in this Product Guide or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement.
- B. Customers may be required to enter into written service orders that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Product Guide. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Continuation of Service: Except as otherwise stated in this Product Guide, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall be renewed automatically for a one (1) year term, unless the Customer provides notice of intent not to renew such agreement at least thirty (30) days prior to the end of the initial or any additional term. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Product Guide prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
  - .1 the Customer is using the service in violation of this Product Guide; or
  - .2 the Customer is using the service in violation of the law.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.4 Terms and Conditions, Cont'd.**

- F. Any other local exchange carrier may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any other local exchange carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other local exchange carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations of Liability**

- A. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this Product Guide and to such particular terms, conditions, and limitations as set forth in the special rules and regulations applicable to the particular services, functions, and products furnished under this Product Guide. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- B. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.



KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations of Liability, Cont'd.**

- C.** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- D.** The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- E.** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- F.** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- G.** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations of Liability, Cont'd.**

- H. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- I. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- J. The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- K. The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- L. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations of Liability, Cont'd.**

- M. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.
- N. The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a nonpublished number, the Company will, at the Customer's request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Product Guide, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations of Liability, Cont'd.****O. With respect to Emergency Number 911 Service:**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of 92) installation, operation, failure to operate, maintenance, removal presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities or the employees or agents of any one of them.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Product Guide, the Customer acknowledges and agrees with the release of information as described above.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations of Liability, Cont'd.**

- P. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be at the monthly Product Guide rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly Product Guide rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.6 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 2 – RULES AND REGULATIONS**

**2.1 Undertaking of the Company, Cont’d.**

**2.1.7 Limitation of Service**

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Product Guide. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Product Guide.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this Product Guide or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Product Guide, shall not be liable for errors in transmission or for failure to establish connections.
- D. The furnishing of service under this Product Guide is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

**2.1.8 Notification of Rate Changes and General Rate Information**

- A. Subscribers shall be notified when the Company increases rates. Subscribers shall be notified on or before the date on which an increased rate appears on the subscriber’s bill. The Company may provide notice through direct mail, bill notice or bill insert, or – with subscriber approval – through email. In all cases the notification shall be conspicuously placed and highlighted. The Company shall maintain a copy of the notice for a minimum period of six (6) months.
- B. The Company shall provide its subscribers with rate information, including the name of the service provided, at the time of subscription. The rate information provided will include the applicable rates and surcharges and information regarding the rates for taxes, fees and surcharges that vary with revenue or usage. For fees that vary with revenue, the carrier will provide reasonable estimates of the amount based on the flat fees and surcharge quote provided to the customer. For fees based on usage, the carrier will provide an estimate based on a standard usage level and inform the customer of the level of usage associated with the estimate. The Company shall specifically identify any provider imposed fees and surcharges and the rate of those fees and surcharges.

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.****2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.2.2 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Product Guide. The Customer or Authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company.
- 2.2.3 A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.



KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.****2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with Product Guide regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this Product Guide;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these rules and regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS, CONT'D.****2.3 Obligations of the Customer, Cont'd.****2.3.1 General, Cont'd.**

- E. providing a safe place to work and complying with all laws and rules and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. complying with all laws and rules and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.3 Obligations of the Customer, Cont'd.****2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (.1), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Product Guide of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Product Guide including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Product Guide is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS**

**2.4 Application for Services**

2.4.1 A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.4.1.1 Subscribers shall affirmatively request a change or addition to their service. The Company shall not use negative selection. See 'Negative Selection' in Section 1 of this Product Guide.

**2.4.2 Cancellation of Application for Service**

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

**2.5 Assignment or Transfer**

2.5.1 All service provided under this Product Guide is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Product Guide and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

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## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 2 – RULES AND REGULATIONS****2.6 Customer Deposits and Advance Payments****2.6.1 Credit Information**

- A. The Company may require the subscriber to provide proof of identity and reasonable credit information before service is made available or at such time when there is a suspicion of fraud. Only information related to the subscriber shall be reviewed. Provision of a Social Security number shall not be mandatory for service.

**2.6.1.1 Deposits**

The Company may require a deposit:

- A. At the time a subscriber applies for service or with five (5) days written notice within thirty (30) days after service is initiated, to guarantee payment of bills for telecommunications service; if
- i. The Company establishes that the subscriber has an unsatisfactory payment or credit history, or has an insufficient prior credit history upon which a credit rating may be based; or
  - ii. The subscriber has obtained service in an unauthorized or illegal manner or interfered with the service of a telecommunications provider within the last five (5) years; or
- B. When more than thirty (30) days have elapsed from the date service was initiated, upon five (5) days written notice, to guarantee payment of bills for telecommunications service; if
- i. The subscriber fails to pay an undisputed bill before the payment date for three (3) consecutive billing periods and the provider has offered an opportunity for the subscriber to select a preferred payment date prior to collecting a deposit; or
  - ii. The subscriber has, in an unauthorized (illegal) manner, obtained or interfered with the service of the telecommunications provider.
- C. The amount of the cash deposit or written guarantee shall not exceed the sum of two (2) months projected average bills, based on the subscriber's previous twelve (12) months history, if available. For purposes of establishing deposits and projecting monthly bills for new subscribers, the Company shall consider the subscriber's own anticipated usage, the subscriber's past usage patterns or usage patterns of other similar subscribers. The amount of the deposit may be adjusted if the character or usage of the subscriber's service changes.

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## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS****2.6 Customer Deposits and Advance Payments, Cont'd****2.6.1.1 Deposits, Cont'd**

- D. The Company shall permit payment for any required deposit in equal installments over a period of at least two (2) months. If the initial or additional deposit is over fifty dollars (\$50), a subscriber shall be permitted to make payment in equal installments over a period of at least four (4) months. At the option of the subscriber, a deposit based on long distance usage may be paid in more than four (4) installments, but the long distance provider may, at the subscriber's expense, restrict access to the long distance network. The long distance restriction(s) shall not interfere with access to 911 or to law enforcement, ambulance and fire protection numbers. The requirements of this rule shall not apply to providers requiring deposits from debtors as allowed under the Federal Bankruptcy Code. (T)
- E. The Company shall maintain a record of all deposits from subscribers, showing the name of each subscriber, the address of the premises for which the deposit is maintained, the date and amount of deposit, the date(s) and amount(s) of interest paid and the date the deposit was refunded. When a cash security deposit or installment payment is accepted, the receipt provided by the telecommunications provider or agent shall contain the following minimum information: (T)
- i. Name of subscriber;
  - ii. Place payment/deposit paid;
  - iii. Date of payment/deposit;
  - iv. Amount of payment/deposit;
  - vi. Telecommunications provider's name and address;
  - vii. Signature and title of the telecommunications provider's employee or agent receiving the payment/deposit;
- F. Current annual interest rate earned on deposit as determined by the Commission in accordance with K.S.A. 12-822 and amendments thereto. Interest payments on deposits shall be credited to the subscriber's bill or refunded at least once a year; and,

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS****2.6 Customer Deposits and Advance Payments, Cont'd****2.6.1.1 Deposits, Cont'd**

- G. Statement of the terms and conditions governing the use, retention and return of deposits, including a statement that deposits will be released upon non-delinquent payment by a subscriber for all telecommunications service for a period of twelve (12) consecutive months, and no undisputed bill was unpaid after thirty (30) days beyond due date, shall be either credited with interest to their telephone bills or, if requested, refunded.
- H. Refunding Deposits. Upon disconnection of service and after determination of a final bill, the telecommunications provider will refund or credit the deposit less any unpaid balance no later than the next billing cycle. Whether refunded or credited, the deposit shall include accrued simple interest at a rate not less than in accordance with K.S.A. 12-822 and amendments thereto.
- I. The Company may transfer deposits from one subscriber to another subscriber only upon the written request of both subscribers. Upon disconnection of the subscriber's service at a service address, the provider may transfer the deposit to the subscriber's new active account upon oral or written request by the subscriber.
- J. In lieu of a security deposit, the Company may accept a written guarantee by a qualified third party for a subscriber's service account. The amount of the written guarantee shall not be more than the deposit amount. If the subscriber's service is suspended with an arrearage owed to the provider, the forfeiture, up to the amount of the written guarantee, can be transferred to the guarantor's account and the guarantor can be disconnected for nonpayment under conditions set out in Section IV. The provider may require the guarantor to sign an agreement allowing it to transfer the amount of the required cash deposit to the guarantor's account. The provider shall not hold the guarantor liable for sums in excess of the written guarantee. The guarantor shall be under the same terms and conditions as a subscriber with a deposit.

## SECTION 2 – RULES AND REGULATIONS

### 2.6 Customer Deposits and Advance Payments, Cont'd.

#### 2.6.2 Advance Payments

The Company may require an advance payment in addition to a deposit. The advance payment shall be based on non-recurring connection charges for services and may include the first month recurring and subscriber's estimated usage sensitive charges. Advance payment may be collected prior to the installation of service and is applied as a credit to the bill reflecting the base charges following installation.

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**SECTION 2 – RULES AND REGULATIONS**

**2.7 Taxes and Fees**

Federal, state, local government and or regulatory taxes, fees and/or surcharges, are itemized on a subscriber's bill by the Company and are clearly identified. The Subscriber Line Charge will not exceed the rate permitted by law. Only those taxes, fees and surcharges authorized by federal, state and/or local governments will be itemized on the customer's bill. Any other fees and surcharges will be clearly distinguished in another section of the bill.

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**SECTION 2 – RULES AND REGULATIONS****2.8 Billing and Payment Process**

2.8.1 The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service as provided for in this Product Guide.

2.8.2 Bills are rendered monthly and are due upon receipt of the bill. Payment is considered delinquent 20 days after the bill is rendered.

2.8.3 The Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges. Bills are rendered monthly with local exchange service billed in advance of the month service is rendered. Toll charges are billed in arrears.

**2.8.4 Recurring Monthly Charges and Content of Bill**

A. Recurring monthly charges will be billed one month in advance of service or in the current month and will reflect the rates in effect as of the date of the invoice.

B. For the purpose of computing partial month's charges, a month is considered to consist of thirty (30) days.

C. Recurring and non-recurring charges appearing on the customer's bill are accompanied by brief, clear, plain language descriptions. Packaged or bundled services are itemized on the bill by package or bundle name. A detailed listing of each service provided in the package or bundle are provided to the subscriber on the bill.

Changes in service are included in the subscriber's bill for the next billing cycle. Service changes may be accomplished through electronic means to the subscriber if the subscriber has authorized this form of communication. Long distance calls are itemized and include the date, destination city and telephone number called. Details of calls included in block of time and unlimited calling plans are excluded from this itemization requirement; however, itemized call detail associated with block of time plans are available to the subscriber upon request at no additional charge.

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS****2.8 Billing and Payment Process, cont'd**

## 2.8.4 Recurring Monthly Charges and Content of Bill, cont'd

- D. Total 'current charges' is the total amount of the sum of 2.8.4. C. and 2.7 above, along with any additional provider surcharges due for service in the current billing period. Unpaid balance(s) are charges due from previous billing that remains unpaid at the time the new bill is prepared. Adjustment and credits are amounts which reflect any adjustment or credit due to the Customer. 'Total due' is total amount due.
- E. Company invoices shall provide contact information; which include a toll-free number and address to which the customer may inquire regarding services. Company invoices, upon approval from the Customer, may be provided electronically.
- F. If a subscriber in danger of suspension / disconnection makes a partial payment for purpose of avoiding suspension of local service, the payment shall be credited first to local service charges starting with the oldest arrearage.
- G. The Company may negotiate payment arrangements with subscribers. The Company may impose 900 number call restriction and/or long distance restriction as part of the payment arrangement.
- H. Upon subscriber request, the Company must extend the payment period proportionately if a bill contains two (2) or more months charges; all of which have not been previously billed.

**SECTION 2 – RULES AND REGULATIONS**

**2.8 Billing and Payment, Cont'd.**

2.8.5 Late Payment Charge

If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of equal to the greater of \$8.00 or 1.5% of the unpaid balance applied to accounts which have charges greater than \$5.00 carried over to the next monthly bill. A late payment charge is not applicable to subsequent re-billing of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination. If a late payment charge is levied by the Company the amount shall appear on the bill.

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Each account shall be granted not less than one (1) complete forgiveness of a late payment charge each calendar year. On one (1) monthly bill in each period of eligibility, the Company will accept the net amount of such bill as full payment for such month after the expiration of the net payment period.

A late payment fee does not apply to installment payments that are made on time.

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2.8.6 Bill Dispute

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 180 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Kansas Public Service Commission, 1500 SW Arrowhead Road, Topeka, KS 66604-4027 or 800-662-0027.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.8 Billing and Payment, Cont'd.**

## 2.8.7 Return Check Charge

A service charge equal to \$25.00 will be assessed in accordance with Kansas law for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.9 Cancellation by Customer**

2.9.1 Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.9 Cancellation by Customer, (Cont'd.)**

## 2.9.2 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.11 of this Product Guide), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.8 of this Product Guide.

## A. Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- .1 all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- .2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- .3 90% of the Monthly Recurring Charge for the service under the term agreement, multiplied by the number of lines, multiplied by the months remaining in the term agreement.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS****2.10 Discontinuance or Interruption of Service by the Carrier<sup>1</sup>****T**

2.10.1 The Company may discontinue service upon seven (7) days written notice for any of the following reasons:

- A. When a telephone bill becomes delinquent; except as outlined in 2.10.13.
- B. When the Customer fails to provide credit information.
- C. When the Customer misrepresents his or her identity for the purpose of obtaining telephone service.
- D. When the Customer refuses to grant Company personnel access, during normal working hours, to telephone equipment installed upon the premises of the Customer for the purpose of inspection, maintenance or replacement.

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2.10.2 The Company may discontinue service immediately and without notice for any of the following reasons:

- A. When the Customer requests it;
- B. When a dangerous condition exists on the Customer's premises;
- C. When the Customer violates any rule of the Company, which violation adversely affects the safety of the Customer or other persons, or the integrity of the telephone system;
- D. When the Customer causes or permits unauthorized interference with or use of telephone service situated on or about the Customer's premises.

2.10.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

<sup>1</sup>See 2.21 and 2.22 above for regulations specific to suspension and restoral of service

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Discontinuance or Interruption of Service by the Carrier, (Cont'd.)**

- 2.10.4 Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.10.5 For failure of the Customer or prospective Customer to furnish service equipment, permits, certificates or rights-of-way specified to be furnished in the Company's rules filed with the Commission as conditions for obtaining service, or for the withdrawal of the same equipment or the termination of those permissions or rights, or for the failure of the Customer or prospective Customer to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.
- 2.10.6 For failure of the Customer to permit the Company reasonable access to its equipment.
- 2.10.7 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.10.8 Without notice in the event of a condition on the Customer's premises determined by the Company to be hazardous.
- 2.10.9 Without notice in the event of Customer's use in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.10.10 Without notice in the event of tampering with equipment furnished and owned by the utility.
- 2.10.11 Without notice in the event of fraudulent or unauthorized use.



KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS****2.10 Discontinuance or Interruption of Service by the Carrier, (Cont'd.)**

2.10.12 The Company shall not suspend or disconnect service for any of the following reasons.

- A. The failure of the subscriber to pay for concurrent business location service received at a separate business; however, the telecommunications provider may transfer an unpaid business balance(s) to the subscriber's remaining business account(s). (T)
- B. The failure of the subscriber to pay for a different class of service (business) received at the same location, unless the usage of the remaining service substantially increases; however, the telecommunications provider may transfer the unpaid balance(s) to the subscriber's remaining account(s) at the same location. (T)
- C. The failure of a subscriber to pay a bill that is in dispute; provided that the subscriber has paid the undisputed portion of the bill.
- D. The failure of a subscriber to pay an unpaid balance that is no longer collectible under state or federal law, except that:
  - (i) If the relevant statute of limitations has run, a telecommunications provider may suspend, disconnect or deny new service to any applicant due to an outstanding arrearage with that particular telecommunications provider for prior service if the telecommunications provider has pursued recovery of the debt through the court system.
  - (ii) If the relevant statute of limitations has run, a telecommunications provider may, for a period of years after the expiration of the statute of limitations, suspend, disconnect or deny new service to any applicant due to an outstanding arrearage with that particular telecommunications provider for prior service if the telecommunications provider has made reasonable, verifiable, documented collection efforts during the running of the statute of limitations.
- E. The failure of a subscriber to pay for non-deniable charges.
- F. A subscriber files for bankruptcy, except as permitted under the United States Bankruptcy Code, 11 V.S.C.A. §366.
- G. The Company shall not discontinue or interrupt service for non-payment of non- deniable charges as defined in Section 1 of this Product Guide.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 2 – RULES AND REGULATIONS**

**2.10 Discontinuance or Interruption of Service by the Carrier, (Cont'd.)**

2.10.13 Except for suspension and disconnection, pursuant 2.10.1 through 2.10.11, the Company shall not suspend / disconnect local service unless;

- A. At the time of the proposed suspension/disconnection, the provider’s office or personnel identified in the notices given pursuant to Section IV .D. remain available to the subscriber for one hour after the suspension/disconnection and on the day following suspension/disconnection so that the subscriber may prevent suspension/disconnection or obtain reconnection, and
- B. The procedures for Restoral of Service, as required and as defined in 2.22.

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2.10.15 In determining whether suspension/disconnection would be especially dangerous to health, consideration shall be given to the subscriber’s (or other resident’s) medical condition, age or disability. The provider may require the subscriber to provide medical provider’s written certification of medical condition.

2.10.16 The provider may restrict access to the long distance network during the period of postponement or installment payments.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Allowances for Interruptions in Service**

## 2.11.1 General

A credit allowance will be given when service is interrupted, except as specified in Section 2.11.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Product Guide.

- A. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- B. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- C. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Allowances for Interruptions in Service, Cont'd.**

## 2.11.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Product Guide by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company, or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Allowances for Interruptions in Service, Cont'd.**

## 2.11.3 Service Interruption Credits

- A. When a Customer's service is interrupted and remains out of service for more than twenty-four (24) consecutive hours after being reported to the Company or being found by the Company to be out of order, whichever occurs first, the Company shall make appropriate adjustments to the Customer's account.
- B. A credit shall be issued by the Company in the event of a service interruption that shall be the proportionate part of the monthly charges for all services and facilities rendered inoperative during the interruption. The adjustment shall begin with the hour of the report or discovery of the interruption.
- C. Adjustments not in dispute shall be rendered within two (2) billing periods after the billing period in which the interruption occurred.

## 2.11.4 Use of Another Means of Communication

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

## 2.11.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.12 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this Product Guide.

**2.12.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company PIN is a unique identifier issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company PIN or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this Product Guide, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Use of Customer's Service by Others****2.13.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this Product Guide. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

**2.14 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.15 Service Connections and Equipment on Customer's Premises**

- 2.15.1 The Customer or Authorized User shall allow the Company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this Product Guide.
- 2.15.2 The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the rules and regulations contained in this Product Guide. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.15.3 The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.15.4 Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.



KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.15 Service Connections and Equipment on Customer's Premises, Cont'd.**

- 2.15.5 The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this Product Guide, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this Product Guide and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.
- 2.15.6 The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.
- 2.15.7 The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.15 Service Connections and Equipment on Customer's Premises, Cont'd.**

- 2.15.8 The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:
- A. upon termination, interruption or suspension of the service in connection with which the equipment was used; and
  - B. for repair, replacement or otherwise as the Company may determine is necessary or desirable. At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.
- 2.15.9 The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.15.10 Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.16 Maintenance and Testing**

- 2.16.1 Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.
- 2.16.2 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services, equipment, and personnel from harm.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.17 Non routine Installation**

At Customer request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on Company customary charges for similar effort and materials will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.18 Contracts**

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.19 Interconnection of Facilities**

SECTION 2.19 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY KANSAS CORPORATION COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- 2.19.1 Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Kansas Corporation Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- 2.19.2 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.19.3 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Product Guides of the other communications carriers that are applicable to such connections.
- 2.19.4 Facilities furnished under this Product Guide may be connected to Customer provided terminal equipment in accordance with the provisions of this Product Guide. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those Regulations.

**2.20 Regulatory Compliance**

In compliance with Commission orders, the Company agrees to abide by the Kansas Billing Practice Standards as found in Docket No. 120,408-U, and successive dockets for local telecommunications services provided under this Product Guide. Services provided by the Company are also subject to the assessment of fees to support the Kansas Universal Service Fund (KUSF). The fee will be determined by the KUSF Administrator.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS****2.21 Suspension/Disconnection of Service**

- 2.21.1 The Company shall give the subscriber seven (7) calendar days written notice from the date the suspension/disconnection notice is deposited in the U.S. mail before suspending/disconnecting service. Suspension/disconnection may be immediate if it is at subscriber request or abandonment, involves a dangerous condition, adversely affects the safety of the subscribers or other persons, or involves unauthorized interference with or fraudulent use of services.
- 2.21.2 Service suspension/disconnection notices shall be mailed separately from bills, information or advertising, and shall be sent to the customer of record. Service of notice by mail is complete after being deposited by the carrier in the U.S. mail. The telecommunications provider shall maintain an accurate record of the date of mailing and the suspension/disconnection effective dates.
- 2.21.3 The suspension/disconnection notice from the Company shall contain the following information.
- a. The name, billing address and account number(s) of the subscriber being suspended.
  - b. A clear and concise statement of the reason for the proposed suspension/disconnection of service and terms under which suspension/disconnection may be avoided.
  - c. The date and time by which payment is required to avoid suspension/disconnection.
  - d. A clear and concise explanation of the charges and conditions for reconnection of service.
  - e. A statement that suspension/disconnection may be postponed or avoided if the subscriber makes payment arrangements with the provider for moneys not in dispute.
  - f. A clear concise statement to apprise the subscriber of the availability of an administrative procedure that may be utilized in the event of a bona fide dispute or under other circumstances. The address, telephone number and name of provider's office or personnel empowered to review disputed bills, rectify errors and prevent suspension/disconnection shall be clearly set forth. The notice shall state that the subscriber may talk with an employee of the provider and may present his or her reasons for disputing a bill, requesting payment arrangements or requesting a postponement of suspension/disconnection. The notice shall also contain the telephone number of the Commission's Consumer Protection Office.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 2 – RULES AND REGULATIONS**

**2.22 Restoration of Service**

2.22.1 The Company shall promptly restore service when the cause of service has been eliminated; or satisfactory payments have been made.

2.22.2 The Company shall make every reasonable effort to restore service on the same day the cause of the suspension has been remedied, and in any event, restoration shall be ordered no later than the next business day after the day the subscriber requests restoration of service.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 3 - SERVICE AREAS****3.1 Local Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the following Incumbent LECs:

- 1) SBC Communications aka Southwestern Bell
- 2) Brightspeed of Kansas fUnited Tel (T)



## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**3.1 Local Exchange Service Areas Cont'd**

## 3) Local Exchange Service Areas Cont'd - Brightspeed of Kansas fUnited Tel (T)

Home Exchange	Rate Group	Home Exchange	Rate Group	Home Exchange	Rate Group
Abbyville	1	Alden	1	Alma	1
Alta Vista	1	Altamont	1	Altoona	1
Arlington	1	Baldwin	1	Baxter Springs	1
Belle Plaine	1	Belpre	1	Benedict	1
Blue Mound	1	Bucyrus	4	Buffalo	1
Buhler	1	Burlingame	1	Burlington	1
Burrton <sup>1</sup>	1	Centropolis	2	Circleville	1
Claflin	1	Conway	1	Coyville	1
Cunningham	1	Delia	1	Denison	1
Durham	1	Easton	1	Edgerton	4
Effingham	1	Ellinwood	1	Emmett	1
Eskridge	1	Fall River	1	Fontana	2
Fredonia	1	Galena	1	Gardner	4
Garnett	1	Greeley	1	Gridley	1
Harveyville	1	Haven	1	Hesston	1
Hiawatha	1	Highland	1	Hillsboro	1
Hoisington	1	Holton	1	Hoyt	1
Hudson	1	Inman	1	Junction City	2
Kincaid	1	LaFontaine	1	Lancaster	5
Lane	1	Langdon	1	Lebo	1
Lehigh	1	Leroy	1	Linwood	5
Lyndon	1	Macksville	1	Mapleton	1
Mayetta	1	McLouth	1	Melvern	1
Meriden	1	Michigan Valley	1	Moran	1
Morrill	1	Mound City	1	Mound Valley	1
Murdock	1	Neosho Falls	1	Nortonville	1
Osage City	1	Osawatomie	3	Oskaloosa	1
Oswego	1	Overbrook	1	Oxford	1
Ozawkie	1	Parker	1	Partridge	1
Perry	1	Piqua	1	Pomona	1
Powhattan	1	Preston	1	Pretty Prairie	1
Princeton	1	Quenemo	1	Quincy	1

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**3.1 Local Exchange Service Areas Cont'd**

## 2) Local Exchange Service Areas - Brightspeed of Kansas fUnited Tel (T)

<b>Home Exchange</b>	<b>Rate Group</b>	<b>Home Exchange</b>	<b>Rate Group</b>	<b>Home Exchange</b>	<b>Rate Group</b>
Richmond	1	Riverton	1	Rossville	2
Saint John	1	Saint Marys	1	Scammon	1
Silver Lake	2	Spring Hill	4	Sterling	1
Sylvia	1	Thayer	1	Toronto	1
Troy	1	Valley Falls	1	Walton	1
Wathena	1	Waverly	1	Wellsville	2
Westphalia	1	White Cloud	1	Winchester	1
Windom	1				

Issued: September 3, 2013

Effective: September 4, 2013

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES****4.1 Service Order and Change Charges**

## 4.1.1 General

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

New Installation Charge - applies to requests for initial connection or establishment of telephone service to the Company. This charge applies to each line installed.

Technician Dispatch Charge - applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to move, add, change or install service, or to isolate a problem reported to the Company which cannot be handled remotely. This charge also applies when the Customer fails to meet the Company agent or employees for the prearrangement appointment as requested.

Service Order Change Charge - applies to work associated with Customer-requested changes to existing services, including adding or deleting line features. One Service Order Change Charge applies for each change order requested by the Customer. If multiple changes are requested by the Customer and occur on the same order, only one charge applies.

Move Charge - applies when a Customer requests a move or change in physical location of each line. This charge applies whether a Customer changes a telephone number or not. In addition, if the Customer requests a telephone number change, a separate charge may apply.

Telephone Number Change Charge - applies to each Customer-initiated change in telephone number.

Record Order Change Charge - applies when billing or contact information is changed on a Customer account.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)****4.1 Service Order and Change Charges, (Cont'd.)**

<b>4.1.2 Rates</b>	(former SBC) (M)		(Brightspeed of Kansas) (T)	
	Business (M)		Business (M)	
<u>Non-Recurring Charges</u>	First line	Add'l.lines	First line	Add'l. lines
New Installation	86.25	86.25	149.38 (I)	64.12
Charge to move access line (M)	86.25	86.25	149.38 (I)	64.12
Conversion Charge, Complex <sup>1</sup>	125.00	N/A	N/A	N/A
Charge to establish, change from one type of hunting to another, or to rearrange hunting sequence, per access line	15.00	15.00	43.75	12.50
Charge to change class of service, per access line <sup>2</sup>				
Residence to Business	30.00	30.00	43.75	12.50
Telephone Number Change Charge, per request	37.25	37.25	43.75	12.50
Charge to change type of service, (e.g., from measured to flat), per access line	33.50	33.50	43.75	12.50

**4.2 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	(former SBC)	Brightspeed of Kansas fUnited Tel (T)
	Non-Recurring Charge	Non-Recurring Charge
Premises Visit Charge		50.00
First 15 minutes	26.65	24.38
Each Additional 15 minutes	13.30	24.38

<sup>1</sup> This charge is applicable when an end-user customer converts existing complex business service from another company -provided service to service at the same service address. This charge is applied per service order. Additional features may be added at the existing Product Guided rates.

<sup>2</sup> Class of service denotes the use of the service, i.e., business or residence service.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**

**4.3 Restoral Charge**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Product Guide.

	(former SBC Service Areas)	Brightspeed of Kansas fUnited Tel (T)
	<u>Business</u>	<u>Business</u>
Restoration, per line	40.00	31.25

**4.3.1 Additional Service Connection Charges**

Disconnection Order Charge: When subscriber lines and trunks are disconnected the Company incurs costs which may include other carrier related charges.

Change of Service Charge: Requests to change service of a line or trunk will be billed a Change of Service Charge.

Change of Features: Requests to add/change or delete features, including hunting will be charged on a per order basis.

	(former SBC)	Brightspeed of Kansas fUnited Tel (T)
	<u>Per Line or Trunk</u>	<u>Per Order</u>
Disconnection Order Charge	\$24.75 (I)	
Change of Service Charge	\$24.75 (I)	
Change of Feature Charge		\$24.00

**4.3.2 Maintenance of Service Charge**

Per visit	<u>Nonrecurring Charge</u>
Duration of time, per technician	
First 1 Hour	\$250.00*
Each Additional 1 Hour	\$125.00**
Dispatch but No Trouble Found or No Access-per Line/Trunk (N)	\$250.00 (I)

\*Rate is \$375.00 when outside of business hours.

\*\*Rate is \$187.50 when outside of business hours.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, CONT'D.****4.4 Carrier Presubscription**

## 4.4.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier.

Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

## 4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance presubscription are available:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, CONT'D.****4.4 Carrier Presubscription, Cont'd.**

## 4.4.2 Presubscription Options, Cont'd.

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

## 4.4.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, CONT'D.****4.4 Carrier Presubscription, Cont'd.**

## 4.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.



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**KANSAS CORPORATION COMMISSION – PRODUCT GUIDE**

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, CONT'D.****4.4 Carrier Presubscription, Cont'd.**

## 4.4.5 Presubscription Charges

## A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

## B. Nonrecurring Charges

Per line (T)

Initial Line	\$5.00
Additional Line	\$5.00

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, CONT'D.****4.5 Public Telephone Surcharge**

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard Product Guided usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the “#” symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.75

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 5 – LOCAL EXCHANGE SERVICE****5.1 General**

Local exchange service is offered to business Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

## 5.1.1 Application of Business Rates

(T)

A. The determination as to whether telephone service should be classified as Business is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.

B. Business rates apply at the following locations, among others:

.1 In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.

.2

(D)

|

(D)

.3 In the home of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.

.4 In any location where there is substantial business use of the service and the Customer has no service at business rates.

(T)

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.**

**5.1 General, Cont'd.**

(D)

(D)

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.2 Charges Based on Duration of Use**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.3 Basic Local Exchange Service**

## 5.3.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company Local Calling Services and other Services as set forth in this Product Guide;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to Company operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual Business Basic Local Exchange Service is comprised of exchange access (T) lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the Product Guide use offering selected by the Customer.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.3 Basic Local Exchange Service, Cont'd.****5.3.2 Flat Rate Local Exchange Service (former SBC Service Areas)**

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

**Business Rates**

<sup>2</sup> Group (T)	Flat Rate Monthly Rate		
	Individual Line <sup>1</sup>	Multi-line Key <sup>1</sup>	PBX 2 Way Trunk
1	\$1912.50	\$1912.50	\$2531.25
2	\$1912.50	\$1912.50	\$2531.25
3	\$1912.50	\$1912.50	\$2531.25
4	\$1912.50	\$1912.50	\$2531.25
5	\$1912.50	\$1912.50	\$2531.25
6 (Tier I)	\$1912.50	\$1912.50	\$2531.25
6 (Tier II)	\$1912.50	\$1912.50	\$2531.25
7	\$1912.50	\$1912.50	\$2531.25
7 (Tier I)	\$1912.50	\$1912.50	\$2531.25
7 (Tier II)	\$1912.50	\$1912.50	\$2531.25
8	\$1912.50	\$1912.50	\$2531.25
8 (Tier I)	\$1912.50	\$1912.50	\$2531.25
8 (Tier II)	\$1912.50	\$1912.50	\$2531.25
Basehor EAS	\$1912.50	\$1912.50	\$2531.25
Abilene	\$1912.50	\$1912.50	\$2531.25
Paola	\$1912.50	\$1912.50	\$2531.25
DeSoto	\$1912.50	\$1912.50	\$2531.25

<sup>1</sup>Discounts for Individual and MultiLine Key Flat Rate term plans are available at approximately 19%, 24% and 28% for 12 Months, 24 Months and 36 Months respectively with MetTel Commercial Agreements.

<sup>2</sup>Exchanges in Groups above defined in AT&T Kansas Guidebook, Part 4, Exchange Access Service, Section 1, Exchange Service Areas. (T)

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.**

**5.3 Basic Local Exchange Service, Cont'd.**

5.3.2 Flat Rate Local Exchange Service, Cont'd. (former SBC Service Areas)

**MetroPlus** is an optional service arrangement whereby customers in one exchange can make calls to and receive calls from customers in designated exchanges for a charge in addition to Flat Rate Individual, Multiline and Trunk Rates noted on Page 62.

Group	Monthly Rate	
	Individual, Multi-lines <sup>1</sup>	PBX Trunks
Andale, Douglass, El Dorado Garden Plain, Halstead, Leon, Mt Hope Newton, Towanda	\$50.00 (I)	\$70.00 (I)
Cheney, DeSoto, Leavenworth, Tonganoxie	\$56.25	\$78.75
Paola	\$62.50 (I)	\$85.00 (I)



KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.3 Basic Local Exchange Service, Cont'd.****5.3.3 Message Rate Local Exchange Service**

Business customers contracting for message rate service are billed monthly at rates specified in the Local Exchange Product Guide plus charges for local messages in excess of the message allowance, if any, used during the preceding month.

The monthly period for the message allowance begins on the first billing date following the date of connection. For the fraction of the month preceding the message period, a proportionate part of the monthly contract rate is billed and a proportionate allowance of local messages is made; excess messages, if any, are charged for in each excess message rate step in like proportion.

When a customer changes to or from message rate service, a proportionate part of the monthly contract rate and a corresponding allowance of local messages are made for the fraction of the billing period during which message rate service is used; excess messages, if any, are charged for each excess message rate step in like proportion.

If the allowance is not used in any one month, no credit of messages not used is applied against messages used in any other month.

The furnishing of flat and message rate services on the same premises is not permitted. Message rate service is available only to business customers.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.3 Basic Local Exchange Service, Cont'd.**

## 5.3.3 Message Rate Local Exchange Service, Cont'd. (former SBC Service Areas)

## Business Rates

<sup>7</sup> Group (T)	Individual Lines Monthly Rate <sup>1-4, 6</sup> (T)	PBX Message Rate Trunks Monthly Rate <sup>5</sup>
1	\$1912.50 (T)	\$2531.25
2	\$1912.50	\$2531.25
3	\$1912.50	\$2531.25
4	\$1912.50	\$2531.25
5	\$1912.50	\$2531.25
6 & (Tier I)	\$1912.50	\$2531.25
6 (Tier II)	\$1912.50	\$2531.25
7	\$1912.50	\$2531.25
7 (Tier I)	\$1912.50	\$2531.25
7 (Tier II)	\$1912.50	\$2531.25
8	\$1912.50	\$2531.25
8 (Tier I)	\$1912.50	\$2531.25
8 (Tier II)	\$1912.50	\$2531.25
Basehor EAS	\$1912.50	\$2531.25
Abilene	\$1912.50	\$2531.25
Paola	\$1912.50	\$2531.25
DeSoto	\$1912.50 (T)	\$2531.25

Discounts for Individual Message Rate term plans are available at approximately 19%, 24% and 28% for 12 Months, 24 Months and 36 Months respectively with MetTel Commercial Agreements.

<sup>1</sup> This service offering is subject to the availability of necessary facilities.

<sup>2</sup> Includes allowance of 85 local messages; additional local messages are billed at \$.06 each.

<sup>3</sup> Includes allowance of 95 local messages; additional local messages are billed at \$.06 each

<sup>4</sup> Includes allowance of 100 local messages; additional local messages are billed \$.07 each.

<sup>5</sup> Each local message is \$.06.

<sup>6</sup> Discounts for term plans are available at approximately 19%, 24% and 28% for 12 Months, 24 Months and 36 Months respectively with MetTel Commercial Agreement.

<sup>7</sup> Exchanges in Groups above defined in AT&T Kansas Guidebook, Part 4, Exchange Access Service, Section 1, Exchange Service Areas. (T)

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.3 Basic Local Exchange Service, Cont'd.****5.3.3. A Flat Rate Local Exchange Service Brightspeed of Kansas fUnited Tel (T)**

## Business Rates

Group	Monthly Rate		
	Flat Rate	Key Trunk	PBX Flat Rate 2 Way Trunk
1	\$40.94 (I)	\$47.13 (I)	\$51.88 (I)
2	\$40.94 (I)	\$47.13 (I)	\$58.13 (I)
3	\$40.94 (I)	\$47.13 (I)	\$51.88 (I)
4	\$40.94 (I)	\$47.13 (I)	\$58.13 (I)
5	\$40.94 (I)	\$47.13 (I)	\$51.88 (I)

**5.3.3. B MetroPlus**

MetroPlus is an optional service arrangement that allows customers in one exchange to make calls to and receive calls from customers in designated exchanges for a rate additive. MetroPlus service is available on a per line basis. In situations where several telephone lines share the same working telephone number, the subscriber must subscribe to MetroPlus for all or none of the lines. In situations where a Hunting arrangement between lines is provided, no MetroPlus line may be configured to Hunt to a non- MetroPlus service line. The minimum subscription period for this plan is one month. MetroPlus service is intended for the personal use or individual business use of the subscriber and may not be resold to others or used to allow others to avoid the payment of usage charges. This service is not provided with foreign exchange service.

**Rates and Calling Scope**

The rate additives of this service and the calling scopes provided for subscribers of this service are in addition to the local service rate groups specified in 5.3.3.A .

- 1) Bucyrus, Edgerton, Gardner and Spring Hill - Two-way flat rate calling with the Kansas City Metropolitan Exchanges<sup>(1)</sup> and participating subscribers in Bucyrus, Edgerton, Gardner, Linwood, Osawatomie, Spring Hill and DeSoto<sup>(3)</sup>.

<u>Class of Service</u>	<u>Monthly Rates</u>
Business Service	
One Party, Centrex <sup>(2)</sup> ,	
Key Trunk and PBX Trunk	\$6.25 (I)

<sup>(1)</sup> Customers located in the Kansas City Metropolitan Exchanges can place local calls to customers in exchanges specified in 3.1 subscribing to this plan. MetroPlus customers can place local calls to the Ferrelview (Missouri) exchange because Ferrelview has mandatory EAS to the Kansas City Metropolitan Area; however, Ferrelview customers cannot place local calls to MetroPlus customers.

<sup>(2)</sup> The metro calling additive is applied to each public access line ordered by customers subscribing to Centrex service.

<sup>(3)</sup> Non-CenturyLink exchange

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.3 Basic Local Exchange Service, Cont'd.****5.3.3. B Rates and Calling Scope (Cont'd)**

2) Linwood and Osawatomie - Two-way flat rate calling with the Kansas City Metropolitan Exchanges<sup>(1)</sup> and participating subscribers in Bucyrus, Edgerton, Gardner, Linwood, Osawatomie and Spring Hill exchanges.

<u>Class of Service</u>	<u>Monthly Rates</u>	<u>S&amp;E Codes</u>
Business Service		
One Party, Centrex <sup>(2)</sup> , Key Trunk and PBX Trunk		
Linwood Exchange	\$20.94 (I)	ASBEASC
Osawatomie Exchange	\$6.25 (I)	ASBEASC

3) Lancaster - Two-way flat rate calling with the Atchison<sup>(3)</sup> (Kansas and Missouri) exchange.

<u>Class of Service</u>	<u>Monthly Rates</u>	<u>S&amp;E Codes</u>
Business Service		
One Party, Centrex <sup>(2)</sup> , Key Trunk and PBX Trunk		
	\$20.94 (I)	ASBEASC

<sup>(1)</sup> Customers located in the Kansas City Metropolitan Exchanges can place local calls to customers in exchanges specified in 3.1 subscribing to this plan. MetroPlus customers can place local calls to the Ferrelview (Missouri) exchange because Ferrelview has mandatory EAS to the Kansas City Metropolitan Area; however, Ferrelview customers cannot place local calls to MetroPlus customers.

<sup>(2)</sup> The metro calling additive is applied to each public access line ordered by customers subscribing to Centrex service.

<sup>(3)</sup> Non-CenturyLink exchange

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.3 Basic Local Exchange Service, Cont'd.**

## 5.3.4 Local Exchange Call Pack Services, Cont'd.

## B. Call Pack 500

Call Pack 500 includes a Basic Local Exchange Service Exchange Access Line, for which a flat rate per month provides the Customer a call allowance of five hundred (500) calls of any duration. A per call charge applies to each call thereafter.

	<u>1 year term</u>	<u>2 year term</u>	<u>3 year term</u>
Monthly Rate, per line	\$350.00	\$325.00	\$300.00
Rate per call, above 500	\$0.70	\$0.65	\$0.60

Issued: May 5, 2005

Effective: May 5, 2005

By:

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## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.3 Basic Local Exchange Service, Cont'd.**5.3.5 MetPak Plus Bundled Service Plan<sup>1</sup> (N)

## A. Overview

MetPak Plus Bundled Service Plan is an optional business package offer that provides the following;

1. Business Network Access Line
2. Unlimited Local Usage
3. Custom Calling Features
4. Fixed monthly rates for 12, 24 or 36 month term or a Month-to-Month Option

## B. Available Features

Call Management features associated with the Service Plan Plus option are available on each line in the package at no extra charge. The customer may choose any of the following features for each line in the package.

Anonymous Call Rejection	Call Waiting ID
Call Block	Caller ID Name and Number
Call Forward Busy Line	Hunting
Call Forward Don't Answer	Remote Access Call Forwarding
Call Forward Don't Answer Ring Control	Repeat Dialing
Call Forward Variable	Speed Calling 8
Call Return	Speed Calling 30
Call Waiting	Three Way Calling

## C. Requirements

Customers must use MetTel as their local and regional toll carrier. These plans only apply to voice traffic for sent-paid, directly dialed calls. Calls to Internet Service Providers which is not voice traffic is not covered under the plan. The plans are not available for use with PBX Trunks, ground start lines or trunks, ISDN BRI, ISDN PRI, Digital PBX Trunks, Remote Call Forwarding, Foreign Exchange, Coin or Pay Telephone Service or for use with Dial-up Modems, Predictive Dialers, Call Center operations, Broadcast Fax, Data Transmissions or Toll Free Services. Additional restrictions may apply.

## D. Rates Per Month

MTM	12M	24M	36M
\$350.00	\$180.00	\$170.00	\$160.00

<sup>1</sup>These plans are grandfathered effective 11/17/2024 and only available to existing customers at their current locations. Renewals or extensions of MTM or term contracts are no longer available. (N)

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.4 Subscriber Intrastate Access Service****5.4.1 General Description**

The Subscriber Intrastate Access Service provides interconnected access to the local public switched telephone network so that local exchange customers can make and receive calls to and from the customers of other carriers within the state.

**5.4.2 Limitations**

(A) A telephone number is not provided with Subscriber Intrastate Access Service.

(B) Detail billing is not provided with Subscriber Intrastate Access Service.

(C) Directory listings are not included with Subscriber Intrastate Access Service.

(D) Intercept arrangements are not included with Subscriber Intrastate Access Service

**5.4.3 Undertaking of the Company**

The Company will provide Subscriber Intrastate Access Service to each Customer that subscribes to its local exchange service.

**5.4.4 Term of Service**

Subscriber Intrastate Access Service shall be coterminous with the Company's local exchange service, and the Subscriber Access Charge shall apply for each telephone line or service as defined herein for all periods in which Customer subscribes to local exchange service from the Company.

**5.4.5 Rate Regulations**

(A) If Customer is eligible to receive prorated credit for their associated local exchange service, such as for network outages or suspension or termination of service, the Subscriber Access Charge will be prorated or credited in the same manner consistent with the terms of this Product Guide and any contract. No other credits are available for Subscriber Intrastate Access Service.

(B) When Customer is provided more than one local business exchange service in a state, the Subscriber Access Charge Multi-line Business Subscriber rates are assessed for each line.

(C) The Subscriber Access Charge, as set forth in 5.4.6 following, will be billed to the end user subscriber of the associated local exchange service, including, where applicable, a reseller of the associated local exchange service, in which case the reseller shall be deemed an end user for purposes of application of such charges.

(D) For each local exchange service provided as remote call forwarding business service under the Local Exchange Service Product Guide or Product Guide, the Subscriber Access Charge does not apply.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.**

**5.4 Subscriber Intrastate Access Service, continued**

**5.4.5 Rate Regulations, continued**

**5.4.6 Rates**

<b>Business Customer Service Type</b>	<b>ILEC AREA / OCN</b>	
	<b>AT&amp;T (SBC) / 5214</b>	<b>Brightspeed of Kansas fUnited Tel / 1810, 1812, 1842</b>
Single Line Local Exchange Service	7.50	7.50
Multi-line Local Exchange Service	10.16 (I)	10.20
Centrex	10.16 (I)	10.20
Trunk	10.16 (I)	10.20
PRI	50.80 (I)	51.00
T-1/Digital PBX	243.84 (I)	244.80
ISDN BRI	8.00	8.00



## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.5 Local Telecom Surcharge**

## 5.5.1 Rate Regulations,

(A) Telecommunications rules and regulations allow Incumbent Local Exchange Carriers to increase rates to wholesale providers in the form of a surcharge per line. As a result of these rate increases, the Company will assess the Local Telecom Surcharge on all local exchange service lines provided by the Company. See table in paragraph 5.10 following for rates.

**5.6 Carrier Access Recovery Charge**

## 5.6.1 Rate Regulations,

(A) Customers assessed a Subscriber Intrastate Access Charge as specified in paragraph 5.4 preceding will be assessed a flat-rated, monthly Carrier Access Recovery Charge (CARC). CARCs will be billed to the associated end user or reseller of the local exchange services except for those customers who participate in the Lifeline Assistance Program. See table in paragraph 5.10 following for rates.

**5.7 Regulatory Recovery Fee-State**

## 5.7.1 Rate Regulations,

(A) Regulatory Recovery Fee-State (RRF-S) is a charge assessed to recover the costs of state and local regulatory activities, including costs associated with compliance filings, payments to industry organizations for required services, legal expenses and employee salaries related to those Company regulatory activities. See table in paragraph 5.10 following for rates.

**5.8 End User Port Charges**

## 5.8.1 Rate Regulations,

Certain local exchange services provided under the general and/or local exchange service tariffs are subject to End User Port Charges. These services include:

- Business Lines, Centrex Lines
- Integrated Services Digital Network (ISDN) – Basic Rate and Primary Rate
- T-1 Digital PBX Services
- PBX Trunks

See table in paragraph 5.11 following for rates.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.9 Local Portability Charge**

## 5.9.1 Rate Regulations,

(A) Telecommunications rules and regulations require all local phone companies to provide "service provider number portability," which allows customers to retain their local phone number when switching companies to provide their local phone service. The Local Portability Charge (LPC) is used by telephone companies to recover the costs associated with the development, implementation, and operability of service provider number portability.

(B) The Company will assess the Local Portability Charge (LPC) on all local exchange services. The LPC, as set forth below, applies to all local exchange service lines provided by the Company. See table in paragraph 5.10 following for rates.

**5.10 Rate Table (LTS, CARC, RRF-S and LPC) all service areas:**Monthly Per Line or Per Trunk\*

Services	Business			
	Local Telecom Surcharge	Carrier Access Recovery Charge	Regulatory Recovery Fee-State	Local Portability Charge
Single Line Local Exchange Svc.	\$5.00	\$4.50	\$2.99	\$1.49
Multi-line Local Exchange Svc.	\$5.00	\$4.50	\$2.99	\$1.49
Lifeline customer	-	-	-	-
ISDN BRI	\$5.00	\$4.50	\$2.99	\$1.49
ISDN PRI (rates per svc.)	-	\$22.50	\$14.95	\$53.55
Foreign Exchange–Single Line	\$5.00	\$4.50	\$2.99	\$1.49
Foreign Exchange–Multi-Line	\$5.00	\$4.50	\$2.99	\$1.49
Remote Call Forward	\$5.00	-	-	\$1.49
Centrex	\$5.00	\$4.50	\$2.99	\$1.49
Trunks	\$5.00	\$4.50	\$2.99	\$10.71
T-1/Digital PBX (rates per svc.)	-	\$22.50	\$14.95	\$53.55

\*Unless otherwise noted

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

## SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.

## 5.11 End User Port Charge Rate Table

Business Monthly Per Line or Per Trunk\*

Services	End User Port Charge	
	AT&T Kanas (OCN 5214)	Brightspeed fEMB (OCN 1810, 1812, 1842)
Single Line Local Exchange Svc.	\$0.99	\$0.85
Multi-line Local Exchange Svc.	\$0.99	\$0.85
Lifeline customer	-	-
ISDN BRI	\$1.59	\$0.85
ISDN PRI (rates per svc.)	\$49.01	\$4.25
Foreign Exchange–Single Line	\$0.99	\$0.85
Foreign Exchange–Multi-Line	\$0.99	\$0.85
Remote Call Forward	-	-
Centrex	\$0.99	\$0.85
Trunks	\$0.99	\$0.85
T-1/Digital PBX (rates per svc.)	\$23.76	\$21.25

\*Unless otherwise noted

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES****6.1 Custom Calling Features**

## 6.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient.

## Description of Features

Call Forwarding – Automatically routes incoming calls to a predetermined telephone number.

Call Forward No Answer – Automatically routes incoming calls to a predetermined telephone number when the called line does not answer within a pre-specified number of rings.

Call Forward Busy – Automatically routes incoming calls to a predetermined telephone number when the called line is busy.

Call Waiting – Signals the Customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

3-Way Calling – Allows the Customer to add a third party to an existing conversation.

Speed Calling 8– Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Speed Calling 30– Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.2 Description of Features, Cont'd.

Auto Call Back – Automatically redials the last incoming call.

Repeat Dialing – Automatically redials a busy number for up to 30 minutes until line is available.

Priority Call – Provides the customer with a distinctive ring or Call Waiting tone (if the customer has subscribed to Call Waiting), when the customer is called from preselected telephone numbers (quantity varies by technology). The customer can construct or modify a telephone number screening list. The Telephone Company equipment will screen incoming calls against the customer's list and provide the distinctive ring for telephone numbers on the list.

Caller ID – Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

Caller ID with Name – Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Call Blocker - Enables the customer to block calls from preselected telephone numbers (quantity varies by technology) and/or the last incoming call (without knowing the number). To block specified telephone numbers, the customer builds a screening list. To block an unknown number after receiving a call, the customer enters a code to add the number to their screening list. If facilities are unavailable to provide incoming call screening via the customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a Company recorded announcement.

Remote Access to Call Forwarding (RACF) - Provides the customer that also subscribes to Call Forwarding with the ability to activate, deactivate or change Call Forwarding from a remote location. Remote Access to Call Forwarding can only be accessed from a touch-tone telephone. All charges incurred to access the remote number will be billed appropriately.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.2 Description of Features, Cont'd.

Selective Call Forwarding - Provides the customer with the ability to forward incoming calls from preselected telephone numbers (quantity varies by technology) to another telephone number. The customer can construct or modify a telephone number screening list. The Telephone Company equipment will screen incoming calls against the customer's list and forward only those from telephone numbers on the list. Customers subscribing to Call Forwarding and Selective Call Forwarding may have only one feature activated at a time (depending on serving technology). The Selective Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between the Selective Call Forwarding equipped telephone line and the line to which the call is being forwarded. Calls from numbers not on the list will receive standard call completion.

Caller Originating Trace – Allows the Customer to dial a Call Trace activation code to initiate a trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the Central Office and will be made available only to law enforcement agencies, as directed by the Customers.

Distinctive Ring - Distinctive Ring permits a customer to designate a distinctive ring on up to 5 telephone numbers from which calls have been forwarded. The customer will designate the distinctive ring telephone numbers on the initial service order. The customer may designate distinctive ring for calls forwarded from a cellular service. Forwarded calls will activate the distinctive ring pattern, while retaining any characteristics present with the original incoming call, such as Caller Name and Number. Distinctive Ring is not available with Personalized Ring 2nd dependent number. Distinctive Ring is not compatible with Call Forwarding features. Distinctive Ring may not work with CPE containing pre-set ring tones.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.2 Description of Features, Cont'd.

Hot Line – Hot Line provides an access line the capability to automatically originate a call to a preassigned number. The call is immediately and automatically triggered by an off-hook condition. Incoming calls are received normally. Hot Line is available only where facilities permit.

Warm Line - Warm Line provides an access line the capability to automatically originate a call to a preassigned number. The call is triggered by an off-hook condition after a five second waiting period. During the five second waiting period, the customer may manually dial an outgoing call. Incoming calls are received normally. Warm Line is available only where facilities permit.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.3 Rates and Charges

## A. Features Offered on Monthly Basis (former SBC Service Areas)

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

Auto Redial, Call Blocker, Call Return, Call Trace, Priority Call, Selective Call Forwarding, Caller ID-Calling Number Delivery and Calling Name Delivery are functional when both the call originating customer and the call terminating customer are served from central offices capable of sending and receiving the calling name and number and are linked by appropriate facilities.

Business <sup>3</sup>	Monthly Recurring Charge
Call Forwarding	\$27.83
Call Forward – No Answer	12.52
Call Forward – Busy	12.52
Call Waiting	27.83
3-Way Calling	26.44
Speed Calling 8	15.55
Speed Calling 30	8.75
Repeat Dialing	5.50
Priority Call	5.50
Caller ID	30.43
Caller ID with Name	30.43
Selective Call Forwarding	6.00
Remote Call Forwarding, Flat Rate per Path	76.08 (I)
Remote Call Forwarding, Flat Rate per Path	94.12 (I)
Hunting	77.00

<sup>3</sup> Refer to Section 4 for Service Charges for Feature additions and changes



## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.3 Rates and Charges

## A. Features Offered on Monthly Basis, Cont'd. (former SBC Service Areas)

Business <sup>5</sup>	
Call Blocker	5.50
Remote Access to Call Forwarding (RACF)	3.00
Distinctive Ring	7.00
Hot Line <sup>6</sup>	637.00 (I)
Warm Line	n/a
Anonymous Call Rejection	26.44
Select Call Forward	6.00
Call Forward – Busy/No Answer	16.70
Privacy Manager	55.66
Unlimited Call Return	23.66
Repeat Dialing	5.50
Trunk Make Busy	540.00 (I)
Disaster Routing - AIN Redirect-Per TN Forwarded	110.00 (I)
Disaster Routing - Per TN Group Equipped	1247.00 (I)

<sup>5</sup>Refer to Section 4 for Service Charges for Feature additions and changes.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.3 Rates and Charges, Cont'd.

## B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

		(former SBC)	Brightspeed of Kansas United Tel (T)
	Per Use Charges		
	D	Business	Business
3-Way Calling	D	3.00	2.75 (I)
Repeat Dialing	D	0.75	2.75 (I)
Automatic Callback	D	3.00	2.75 (I)
Caller Originating Trace	D	8.00	6.50 (I)

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D****6.1 Custom Calling Features, Cont'd.**

## 6.1.3 Rates and Charges

## C. Features Offered on Monthly Basis – Brightspeed of Kansas fUnited Tel (T)

Feature	Service & Equipment Code	Business
Enhanced Call Waiting	FCW1FLC	\$10.00
Call Forwarding	FCF1FLC	\$7.50
Three-Way Calling	F3W1FLC	\$7.50
Speed Dial 8 Number	FS81FLC	\$7.50
Speed Dial 30 Number <sup>(1)</sup>	FS31FLC	\$8.75
Remote Call Forwarding	FCF1FLC(A)	\$27.50 (I)
Hot Line/Warm Line <sup>(1)</sup>	FHL1FLC	\$7.50
Directory Number Transfer <sup>(1)</sup>	FDT1FLC	\$7.50
Intercom Service <sup>(1)</sup>	FRT1FLC	\$7.50
Signal Ring	FNA1FLC	\$7.50
Call Forward No Answer - Fixed		\$3.75
Call Forward No Answer - Customer Programmable		\$3.75
Call Forward Busy - Fixed		\$3.75
Call Forward Busy - Customer Programmable		\$3.75
Call Forward Additional Paths	FNA1FLC PTH	\$4.38
Three-Way Calling with Transfer		\$7.50
Outbound Call Block Feature	N/A	\$6.88

<sup>(1)</sup>Limited to existing customers at existing locations as of June 20, 2008.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

## SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D

## 6.1 Custom Calling Features, Cont'd.

## 6.1.3 Rates and Charges

## C. Features Offered on Monthly Basis - Brightspeed of Kansas fUnited Tel (T)

Feature	Service & Equipment Code	Business	Trunk	Centrex
Return Call	FTB1FCC FTB1FAB	\$7.50 (I) N/A	\$7.50 (I) N/A	N/A \$7.50 (I)
Caller ID – Number Only <sup>(1)</sup>	FTE1FCC (ACR) FTE1FCC (TRK) FTE1FAB (ACR)	\$12.50 (I) N/A N/A	N/A \$12.50 (I) N/A	N/A N/A \$12.50 (I)
Caller ID with Name (includes Anonymous Call Rejection)	FTK1FCC (ACR) FTK1FCC (TRK) FTK1FAB (ACR)	\$12.50 (I) N/A N/A	N/A \$12.50 (I) N/A	N/A N/A \$12.50 (I)
Per Call Blocking		None	None	None
Per Line Blocking	FTD1FCC (PLB) FTD1FAB (PLB)	None N/A	None N/A	N/A None
Repeat Dial	FTA1FCC FTA1FAB	\$7.50 (I) N/A	\$7.50 (I) N/A	N/A \$7.50 (I)
Selective Call Acceptance	FTJ1FCC FTJ1FAB	\$7.50 (I) N/A	\$7.50 (I) N/A	N/A \$7.50 (I)
Selective Call Forward	FTG1FCC FTG1FAB	\$7.50 (I) N/A	\$7.50 (I) N/A	N/A \$7.50 (I)
Selective Call Rejection	FTH1FCC FTH1FAB	\$7.50 (I) N/A	\$7.50 (I) N/A	N/A \$7.50 (I)
Selective Call Ring	FTF1FCC FTF1FAB	\$7.50 (I) N/A	\$7.50 (I) N/A	N/A \$7.50 (I)
Call Waiting ID		\$8.75 (I)	N/A	N/A

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**KANSAS CORPORATION COMMISSION – PRODUCT GUIDE**

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.4 Feature Packages

## A. Business Necessities Package

Business customers may subscribe to this group of Call Management Services for one discounted monthly price. Business Essentials is composed of the following services, purchased as monthly subscriptions only:

- Call Forwarding
- Remote Access to Call Forwarding (RACF)
- Three-way Calling
- A fourth Call Management service, selected by the customer from the following choices:
  - Anonymous Call Rejection
  - Auto Redial
  - Call Blocker
  - Call Return
  - Call Waiting
  - Distinctive Ring - Primary number
  - Priority Call
  - Selective Call Forwarding
  - Speed Calling 30

RACF may be removed or eliminated from Business Necessities at the customer's option. The package price will be adjusted if the customer de-selects RACF.

Any of the Call Management Services included in Business Necessities may also be subscribed to on an individual basis under the terms specified in this Product Guide.

The applicable service connection charge will not be applied to Business Necessities.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.4 Feature Packages, Cont'd

## A. Business Necessities Package, Cont'd.

In addition to the discount that applies to this package, customers who subscribe to Business Necessities will receive a discount on the following Call Management Services, purchased as monthly subscriptions only, when they are installed on the same line and ordered in conjunction with, or subsequent to, the purchase of this package:

- Anonymous Call Rejection
- Auto Redial
- Call Blocker
- Call Return
- Call Waiting
- Call Waiting ID
- Call Waiting ID Options
- Caller ID
- Distinctive Ring
- Priority Call
- Internet Caller ID
- Selective Call Forwarding
- Speed Calling 30

The discount on the additional Call Management Services will be one dollar (\$1.00) per feature, per line, limited to a total credit of five dollars (\$5.00) per line.

The applicable service connection charge for one or more individual Call Management Services will apply when individual Call Management Services are added to the same line containing Business Essentials subsequent to the package order.

Rates

## Business Necessities Package

	<u>Monthly Rate</u>
With Remote Access to Call Forwarding (RACF)	\$13.95
Without RACF	\$12.25

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.4 Feature Packages, Cont'd

## B. Business Deluxe Package

Business customers may subscribe to this predefined group of Call Management Services for one discounted monthly price. Business Deluxe is composed of the following Call Management Services, purchased as a monthly subscription only:

- Auto Redial
- Call Forwarding
- Call Return
- Call Waiting
- Caller ID
- Priority Call
- Remote Access to Call Forwarding (RACF)
- Three-way Calling

Call Waiting may be removed or eliminated from Business Deluxe, at the customer's option.

No adjustment is made to the package price when Call Waiting is de-selected.

RACF may be removed or eliminated from Business Deluxe at the customer's option. No adjustment is made to the package price when RACF is de-selected.

Any of the Call Management Services included in Business Deluxe may also be subscribed to on an individual basis under the terms specified in this Product Guide.

The applicable service connection charge will not be applied to Business Deluxe.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.4 Feature Packages, Cont'd

## B. Business Deluxe Package, Cont'd.

Customers who subscribe to Business Deluxe will receive a discount on the following Call Management Services purchased as monthly subscriptions only when they are installed on the same line, ordered in conjunction with, or ordered subsequent to, the purchase of this package:

- Anonymous Call Rejection
- Call Blocker
- Call Waiting ID
- Call Waiting ID Options
- Distinctive Ring
- Internet Caller ID
- Selective Call Forwarding
- Speed Calling 30

The discount on the additional Call Management Services will be one dollar (\$1.00) per feature, per line, limited to a total credit of five dollars (\$5.00) per line.

The applicable service connection charge for one or more individual Call Management Services will apply when individual Call Management Services are added to the same line containing Business Deluxe subsequent to the package order.

Rates

## Business Deluxe Package

	<u>Monthly Rate</u>
With Call Waiting, with RACF	19.95
Without Call Waiting, with RACF	19.95
With Call Waiting, without RACF	19.95
Without Call Waiting, without RACF	19.95



KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.4 Feature Packages, Cont'd

## C. Business Feature Select

## .1 Description

Feature Select is a group of five Call Management Services that the customer may choose from the following Selection List:

- Call Waiting
- Call Forwarding
- Remote Access to Call Forwarding
- Three-Way Calling
- Caller ID
- Call Waiting ID
- Auto Redial
- Call Return
- Speed Calling 30
- Call Blocker

## .2 Service Interactions

The service interactions of the individual Call Management Services in the package apply.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.4 Feature Packages, Cont'd

## C. Business Feature Select, Cont'd.

## .3 General Regulations

- a. The package is provided subject to the availability of Central Office capacity and facilities and the availability of each Call Management Service in the customer's serving Central Office.
- b. Business Feature Select is available to any business customer where at least five component services are available.
- c. Feature Select may be ordered on the customer's primary/main line or any additional line. The component services of Feature Select are provided on a per line basis. All services must be ordered on the same line in order for the customer to be eligible for the Business Feature Select price.
- d. Business customers currently subscribing to all Feature Select component services may request billing at the Feature Select price.
- e. The Call Management Services Service Connection Charge is not applicable when the customer subscribes to additional Call Management Services to meet the eligibility requirements of Feature Select or when the customer elects to change features from within the Selection List.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.4 Feature Packages, Cont'd

## C. Business Feature Select, Cont'd.

## 4. Limitations

- a. Business Feature Select is available to business customers only.
- b. This package is not available with ISDN, PBX, Coin, PRI, Centrex, Plexar, and other non POTS classes of services (e.g. Inmate or hotel-motel lines), 800/900, Cellular, Semi-Public Service, WATS, Foreign Exchange Service, DID, Payphone Exchange Access Service, Hot Line and Warm Line, Telebranch, and Location Routing Service.
- c. Discounted monthly rates for any other combinations of the services provided in Business Feature Select on the same access line, as specified elsewhere in this Product Guide, do not apply to the component services selected by the customer within Business Feature Select.
- d. The Business Feature Select component services may only be purchased as a monthly subscription. Pay-per-activation services and charges are not included in the Business Feature Select package price.
- e. Business Feature Select subscribers will benefit from the Business Feature Select price until they disconnect one or more of the component services.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.**

## 6.1.4 Feature Packages, Cont'd

## C. Business Feature Select, Cont'd.

## 4. Limitations, Cont'd.

- f. Business Feature Select subscribers will benefit from the Business Feature Select price if, on the same order, they disconnect one or more selectable component services and replace those disconnected services with other services from the Selection List.
- g. If the customer subscribes to more than five Call Management Services on the Selection List, the five most expensive will be included in the package. Services purchased in excess of those ordered as components of Business Feature Select will be charged at their standard Product Guide rates and may include any applicable discounts.

5. Rates

## Business Feature Select

	<u>Monthly Rate</u>
With Caller ID	15.00
Without Caller ID	15.00

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D**

**RESERVED FOR FUTURE USE**

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D**

**RESERVED FOR FUTURE USE**

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**RESERVED FOR FUTURE USE**

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**RESERVED FOR FUTURE USE**

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**RESERVED FOR FUTURE USE**

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**RESERVED FOR FUTURE USE**

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

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**KANSAS CORPORATION COMMISSION – PRODUCT GUIDE**

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.2 Directory Assistance Service****6.2.1 General**

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges.

**6.2.2 Regulations**

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Requests for telephone numbers of non-published service.
- B. Requests in which the Directory Assistance operator provides an incorrect number provided that the calling party reports the wrong number to the Company.
- C. Requests for telephone numbers that were omitted from the alphabetical directory as a result of Company error.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.2 Directory Assistance Service, Cont'd.**

## 6.2.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

	(former SBC)	Brightspeed of Kansas fUnited Tel (T)
Per Call:	\$5.99	\$6.99 (I)

## 6.2.4 Call Completion

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

There are no allowances for Directory Assistance Call Completion, however, the Directory Assistance portion of the call is still governed by the appropriate call allowances and exemptions as stated in Section 6.2.2 of this Product Guide.

	(former SBC)	Brightspeed of Kansas fUnited Tel (T)
Local, Per Call:	\$2.50	\$0.00

Issued: April 22, 2022

Effective: April 23, 2022

By:

Andoni Economou, COO & EVP  
55 Water Street, 32<sup>nd</sup> Floor  
New York, New York 10041



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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**RESERVED FOR FUTURE USE**

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**RESERVED FOR FUTURE USE**

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.5 Directory Listing Service**

## 6.5.1 General Terms and Conditions

- A. The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- B. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- C. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

By:

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**6.5 Directory Listing Service, Cont'd.**

6.5.1 General Terms and Conditions, Cont'd.

- D. Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto. (T)
- E. In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- F. Rates and regulations for listing service are applicable only to listings in the alphabetical directories.
- G. Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
- H. A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
- I. Listing services are available with all classes of main telephone exchange service.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.5 Directory Listing Service, (Cont'd.)**

## 6.5.2 Listings

## A. Primary Listing

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

## B. Additional Listings

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the Customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the Customer, with a minimum service period of one month.

## C. Foreign Listing

Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the Product Guide published by the specific local exchange carrier providing the Foreign Listing.

By:

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.5 Directory Listing Service, Cont'd.**

## 6.5.2 Listings, Cont'd.

## D. Nonpublished Service

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.5 Directory Listing Service, (Cont'd.)**

## 6.5.2 Listings, (Cont'd.)

## E. Nondirectory Listed Service

Nondirectory listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**6.5 Directory Listing Service, Cont'd.**

6.5.3 Rates

A. Nonrecurring Charges (former SBC Service Areas)

	Business
Per order or change in listing service	19.00

Nonrecurring Charges - Brightspeed of Kansas fUnited Tel (T)

	Business
Per order or change in listing service	31.25

B. Monthly Recurring Charges (former SBC Service Areas)

	Business
Additional Listing, per listing	4.50
Foreign Listing, per listing	4.50
Non-published Service, per listing	6.50
Non-directory Listed Service, per listing	4.50

Monthly Recurring Charges Brightspeed of Kansas fUnited Tel (T)

	Business
Additional Listing, per listing	12.50
Foreign Listing, per listing	12.50
Non-Published Service, per listing	13.75
Non-Listed Service, per listing	13.75
Vanity Telephone Number Listings	13.75 (I)

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.6 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for services when the call is placed by a method that would normally incur the surcharge. (T)

**TDD:** The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

**TRS:** The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.7 N11 Services**

N11 Services provides Customers with the ability to receive special services through the Company by dialing a three-digit number.

**6.7.1 Directory Services (411)**

Directory Services allows a customer to obtain the listed telephone number for a given name and address by dialing 411. Rates for this service are specified in Section 4.9 of this Product Guide.

**6.7.2 Telecommunications Relay Services (711)**

Kansas Telecommunications Relay Service (“TRS”) enables deaf, hard-of-hearing or speech impaired persons who use a Text Telephone (“TT”) or similar device to communicate freely with the hearing population not using TT’s and visa versa. The Company will provide access to TRS through arrangements with other telecommunications carriers to enable Customers to access the TRS state provider to complete TRS Calls. Hearing callers who wish to reach people who are deaf, hard of hearing or speech disabled may call 1-200-255-0056. In addition, effective November 2, 2001, Iowa TRS users may dial 711 from inside Iowa. To place relay calls. There is no charge for placing 711 call.

Access to 711 is not available to the following classes of service:

1. Hotel/Motel/Hospital Service (toll call only)
2. 1+
3. 0+, 0-, (Credit Card, Third-Party Billing, Collect Calls)
4. Inmate Service
5. 101XXXX
6. Cellular - Type 2A

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.7 N11 Services, Cont'd.****6.7.2 Telecommunications Relay Services (711), Cont'd.**

In addition, operator assisted calls to the 711 will not be completed.

The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claims of liable and slander.

The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.

In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Product Guide. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

**6.7.3 911 and E911 Services**

Emergency Services (Enhanced 911) allow Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 7 – ADVANCED SERVICES****7.1 Direct Inward Dialing Service (DID)/ Direct Inward- Outward Dialing Service (DIOD)****A. Direct Inward Dialing Service**

DID service is an optional feature which can be purchased in conjunction with Company- provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. \*Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

**B. Direct Inward- Outward Dialing Service (DIOD)**

Direct Inward-Outward Dialing Service is a Central Office based service that permits incoming calls to reach customer provided equipment, without the assistance of an attendant, and allows the trunk to be used to place outgoing calls. DIOD Service permits the identification and billing of outgoing messages by station number subject to the Customer's on-premises equipment arranged for DIOD Service. DIOD Service works in conjunction with DID Service. The rates and charges associated with DIOD are in addition to the applicable rates and charges for DID Service.

(former SBC Service Areas)

	*Monthly Rate	Installation Charge <sup>4</sup>	Service Connection Charge
DID Numbers			
First 100 Numbers	1358.00 (I)	200.00	12.00
Each Add'l 100 Numbers	1358.00 (I)	100.00	12.00
First 10 DID Numbers	330.00 (I)	110.00	12.00
Each Add'l 10 DID Numbers	330.00 (I)	14.00	12.00
Non Consecutive DID - Each	123.00 (I)		

<sup>4</sup> Installation charge does not apply when customer moves service within the same central office serving area, and there is no telephone number change.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 7 - ADVANCED SERVICES CONT'D**

**7.1 Direct Inward Dialing Service (DID)/ Direct Inward- Outward Dialing Service (DIOD) Cont'd**

(former SBC Service Areas)

	Monthly Rate	Installation Charge <sup>1</sup>	Service Connection Charge
<b>DID Termination</b>			
With Dial Pulse signaling, each	\$2067.50 (I)	--	12.00
With Multi-Frequency signaling, each	\$2067.50 (I)	--	12.00
With Dual Tone Multi-Frequency signaling,	\$2067.50 (I)	--	
<b>DIOD Termination</b>			
First 10 Trunks in a Group, minimum charge	\$502.50	\$160.00	\$12.00
Each additional Trunk in a Group, each trunk	\$2.38	--	\$12.00

Brightspeed of Kansas fUnited Tel

	Monthly Rate	Installation Charge <sup>1</sup>	Service Connection Charge
<b>DID Numbers</b>			
First 100 Numbers	112.50	31.25	31.25
Each Add'l 100 Numbers	112.50	31.25	31.25
First 20 DID Numbers	25.00	31.25	31.25
Each Add'l 20 DID Numbers	25.00	31.25	31.25
Establish DID Trunk Group	0.00	125.00	31.25

Brightspeed of Kansas fUnited Tel

	Monthly Rate	Service Connection Charge
<b>DID Termination<sup>1</sup></b>		
Per Trunk	12.50	31.25

<sup>1</sup>In addition to the rates and charges for the DID service, rates and charges for PBX Trunks apply as specified in Section 5.3.3.A

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 7 – ADVANCED SERVICES**

**7.2 Advanced Services**

**7.2.1 MetPath™ ISDN PRI Service with Unlimited Local Calling**

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

MetPath™ ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

**Recurring Charges**

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

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## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 7 – ADVANCED SERVICES****7.2 Advanced Services, Cont'd.**

## Non-Recurring Charges

	12 Months	24 Months	36 Months
SBC/Pacific Bell Area			
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Verizon Area			
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge <sup>13</sup>	Per PRI		
SBC/Pacific Bell	ICB		
Verizon	ICB		
Order Supplement Charge <sup>14</sup>	First Change	Subsequent Change	
SBC/Pacific Bell	ICB	ICB	
Verizon	ICB	ICB	
Order Cancellation Charge	Per PRI		
SBC/Pacific Bell	ICB		
Verizon	ICB		

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T**7.2.2 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling**

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a MetPath™ digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

<sup>13</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>14</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.



KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 7 – ADVANCED SERVICES**

**7.2 Advanced Services, Cont'd.**

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Monthly Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

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KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 7 – ADVANCED SERVICES**

**7.2 Advanced Services, Cont'd.**

Non-Recurring Charges

	Non-Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area			
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Verizon Area			
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge <sup>15</sup>	Per DS1		
SBC/Pacific Bell	ICB		
Verizon	ICB		
Order Supplement Charge <sup>16</sup>	First Change	Subsequent Change	
SBC/Pacific Bell	ICB	ICB	
Verizon	ICB	ICB	
Order Cancellation Charge	Per DS1		
SBC/Pacific Bell	ICB		
Verizon	ICB		

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**7.2.3 MetPath™ ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service**

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

<sup>15</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>16</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 7 – ADVANCED SERVICES****7.2 Advanced Services, Cont'd.**

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

MetPath™ ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

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T|MetPath™ ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

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## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 7 – ADVANCED SERVICES****7.2 Advanced Services, Cont'd.**MetPath™ ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months		36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

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TMetPath™ ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

T  
TMetPath™ ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

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## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 7 – ADVANCED SERVICES****7.2 Advanced Services, Cont'd.****MetPath™ ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU**

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

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T**7.2.4 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service**

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a MetPath™ digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 7 – ADVANCED SERVICES**

**7.2 Advanced Services, Cont'd.**

MetPath™ ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

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MetPath™ ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

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MetPath™ ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

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## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

**SECTION 7 – ADVANCED SERVICES****7.2 Advanced Services, Cont'd.**MetPath™ ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

T  
TMetPath™ ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

T  
TMetPath™ ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
SBC/Pacific Bell Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

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## KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

## SECTION 7 – ADVANCED SERVICES

## 7.2 Advanced Services, Cont'd.

## 7.2.5 MetPath™ ISDN BRI Service

MetPath™ ISDN BRI (Basic Rate Interface) consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

Monthly Recurring Charges - former SBC Areas

Service or Feature	Monthly Recurring Charge
ISDN BRI Digital Service Flat Rate Line-MTM	\$7267.68 (I)
Link Extension Equipment per BRI, each	\$45.00
Link Extension Facility per BRI, each	\$37.50
Each B Channel – Flat Rate	\$1543.75 (I)
ISDN BRI Call Forwarding	\$8.13
ISDN BRI Calling Number ID/Calling Name ID	\$10.63
Circuit Switched Data – per minute – Regional Data	\$0.1090

Service Charge	Non-recurring Charge
ISDN BRI Digital Service First Line Installation	\$250.00
ISDN BRI Digital Service Addl Line Installation	\$125.00

Monthly Recurring Charges - Brightspeed of Kansas fUnited Tel (T)

Service or Feature	Monthly Recurring Charge <sup>(1)</sup>
ISDN BRI Package	\$43.75
Feature Package 1	\$15.00
Loop Extension	\$25.00
Circuit Switched Data – per minute – Regional Data	\$0.1090

Service Charge	Non-recurring Charge
ISDN BRI Digital Service First Line Installation	\$250.00

(1) In addition to the rates and charges for a Business Individual Line

Issued: February 22, 2024

By:

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Effective: February 23, 2024



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**SECTION 7 – ADVANCED SERVICES****7.2 Advanced Services, Cont'd.****7.2.6 MetPath™ Digital Centrex Service<sup>1</sup>**

MetPath™ Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

Centrex Service is a multi-station system offered to the business customer with 2 or more lines. It consists of digital switching equipment in the Company's switches connected to station lines on the customer's premises. Centrex Service enables the customer to originate and receive local calls within its system at no additional charge.

Monthly Recurring Charges<sup>1</sup>

Centrex Flat Rate Service (SBC Area)	
Per Centrex Line	\$409.69 (I)

Centrex	Brightspeed of Kansas fUnited Tel
Flat Rate	\$53.63

**NOTES FOR ALL:** Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not include FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

<sup>1</sup>Effective August 22, 2013 MetPath™ Digital Centrex Service will not be provided to new customers. Customers seeking Centrex service may consider Centrex Flat Rate Service. Existing business customers may continue to subscribe to the service for the duration of their contracts. Changes and/or moves are not permitted.

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**SECTION 8 – RESERVED FOR USE**

(C)

**8.1 Reserved for Future Use**

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**SECTION 9 – ACCESS SERVICES**

**9.1 General**

Effective July 1, 2023, Metropolitan Telecommunications of Kansas, LLC, withdrew its Product Guide No. 3 for Access Services in Kansas. (C)  
(C)

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Issued: December 1, 2023

By:

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55 Water Street, 32<sup>nd</sup> Floor  
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Effective: January 1, 2024

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**SECTION 10 – SPECIAL ARRANGEMENTS**

**10.1 Special Construction**

10.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in Company Product Guides, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

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**SECTION 10 – SPECIAL ARRANGEMENTS, CONT'D.****10.1 Special Construction, (Cont'd.)**

## 10.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - .1 equipment and materials provided or used;
  - .2 engineering, labor, and supervision;
  - .3 transportation; and
  - .4 rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Product Guide preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

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**SECTION 10 – SPECIAL ARRANGEMENTS, CONT'D.****10.1 Special Construction, (Cont'd.)**

## 10.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

A. The period on which the termination liability is based is the estimated service life of the facilities provided.

B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

- .1 Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - (a.) equipment and materials provided or used;
  - (b.) engineering, labor, and supervision;
  - (c.) transportation; and
  - (d.) rights of way and/or any required easements;
- .2 license preparation, processing, and related fees;
- .3 Product Guide preparation, processing and related fees;
- .4 cost of removal and restoration, where appropriate; and
- .5 any other identifiable costs related to the specially constructed or rearranged facilities.

C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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**SECTION 10 – SPECIAL ARRANGEMENTS, CONT'D.****10.2 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**10.3 Individual Case Basis (ICB) Arrangements**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from Product Guide arrangements. Rates quoted in response to such requests may be different for Product Guide service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Product Guide within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the Customer's premises
- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of the agreement.

KANSAS CORPORATION COMMISSION – PRODUCT GUIDE

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**SECTION 11 - PROMOTIONAL OFFERINGS****11.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

**11.2 Special Promotions**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Kansas Corporation Commission prior to the effective date of any promotional offering.