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# COX KANSAS TELCOM, L.L.C.

# TERMS AND CONDITIONS SERVICE GUIDE ("SERVICE GUIDE")

# APPLYING TO

# **INTRASTATE SERVICE**

# WITHIN THE STATE OF KANSAS

#### **CHECK SHEET**

Current sheets in this tariff are as follows:

<u>SHEET</u>	REVISION	<u>SHEET</u>	<b>REVISION</b>	<u>SHEET</u> <u>REVIS</u>	ION
1	Original	34.2	1 <sup>s⊤</sup> Revised	61	Original
2*	4 <sup>™</sup> Revised	34.3	Original	62	Original
3	Original	34.4	Original	63	Original
4	1 <sup>st</sup> Revised	34.5	Original	64	Original
5	Original	34.6	Original	65	Original
6	Original	34.7*	1 <sup>ST</sup> Revised	66	Original
7	Original	34.8*	1 <sup>s⊤</sup> Revised	67	Original
8	Original	34.9*	1 <sup>s⊤</sup> Revised	68	Original
9	Original	34.10*	1 <sup>s⊤</sup> Revised	69	Original
10	Original	35	1 <sup>s⊤</sup> Revised	70	Original
11	Original	36	Original	71	Original
12	Original	37	Original	72	Original
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14	Original	39	Original	74	Original
15	Original	40	$1^{ST}$ Revised	75	Original
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(\*) Denotes new or revised page

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Cox Communications, Inc. 6205-B Peachtree Dunwoody Rd. Atlanta, GA 30328

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## 1. **DEFINITIONS**

Access Line: An arrangement which connects the Customer's telephone to a Cox designated switching center or point of presence.

Authorization Code: A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

Calling Card: A billing convenience whereby the End User may bill the charges for a call to an approved telephone company-issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission: Kansas Corporation Commission.

Cox: Cox Kansas Telcom L.L.C.

Company or Carrier: Cox Kansas Telcom, L.L.C.

Customer: The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

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's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

## 1. DEFINITIONS (cont'd)

#### LEC: Local Exchange Company

Operator-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Premises: The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center: A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Subscriber: See Customer.

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 or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Third Party Billing: A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

United States: The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Marianas Islands (CNMI).

V & H Coordinates: Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

## 2. RULES AND REGULATIONS

#### 2.1 <u>Undertaking of Cox</u>

Cox's services and facilities are furnished for communications originating within the State of KANSAS under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Cox arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Cox may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Cox network. The Customer shall be responsible for all charges due for such service arrangement.

#### 2.2 <u>Use</u>

The Customer may use services provided under this tariff for any lawful telecommunications purpose for which the service is technically suited.

#### 2.3 <u>Limitations</u>

2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. 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 tariff.

2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Cox in its reasonable judgment.

2.3.5 Service may be limited or discontinued by Cox, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Authorization Codes, when Cox deems it necessary to take such action to prevent unlawful use of its service. Cox will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated.

#### 2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may 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 tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

#### 2.5 <u>Liability</u>

2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

2.5.6 The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.

## 2.5 <u>Liability (cont'd)</u>

2.5.7 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

(a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;

(b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

(c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

## 2.6 <u>Minimum Period</u>

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

#### 2.7 <u>Billing and Payment for Service</u>

## 2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

#### 2.7 <u>Billing and Payment for Service (cont'd)</u>

## 2.7.1 Responsibility for Charges(cont'd)

(a) any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;

(b) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;

(c) any calls placed by or through the Customer's equipment via any remote access feature(s);

(d) any calls placed via the Company's Travel Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and

(e) any and all calls placed to an 800 service number provided to the Customer by the Company.

#### 2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

#### 2.7.3 Late Payment Fees

If the Company does not receive any portion of the payment, or if the Company in funds not immediately available receives any portion of the payment, by the following month's bill date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the following month's bill date, minus any charges billed as local taxes or any charges that have been previously assessed a late fee, multiplied by 1.5 percent.

## 2.7 <u>Billing and Payment for Service (cont'd)</u>

#### 2.7.4 Returned Check Charge

The Company reserves the right to assess a return check charge of \$30.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. Any applicable return-check charge will be assessed according to the terms and conditions of the Company or its billing agent.

#### 2.8 <u>Deposits</u>

1. The Company may at the time of application for service or at any time thereafter on five (5) days written notice may require a security deposit. The deposit requested will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

Two (2) month's projected average billing for a service or facility.

- 2. A applicant shall be required to pay a deposit if:
  - (a) The Company establishes that the subscriber has unsatisfactory credit rating, or has an insufficient prior credit history upon which a credit rating could be based; or
  - (b) The Customer has outstanding, with any utility, an undisputed and unpaid service account within the last five (5) years; or
  - (c) The Customer has, in an unauthorized or illegal manner, interfered with or used the service of a telephone company within the past five (5) years; or
  - (d) The Customer fails to pay an undisputed bill before the delinquency date for three (3) consecutive billing periods.

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## 2.8 Deposits, (cont'd)

3. The telephone company shall permit payment of any required residential deposit in equal installments over a period of at least two months and, if the initial or additional deposit required is over fifty dollars (\$50), over a period of at least four months: except that, in lieu of permitting such installment payments, the telephone company may continue to provide local service while restricting access to the toll network until the required deposit is paid if such restriction does not interfere with the ability to make emergency calls. If such residential deposit is greater than one hundred dollars, a substantial portion of which is related to toll usage, and the subscriber wishes to pay the deposit in more than four installments the telephone company shall make such arrangements if the central office can be wired to restrict access to the toll network at a reasonable cost, and the subscriber agrees to pay as part of the installment payments the charges for restricting access during the period of payments. Such charge shall be as provided in rules, regulations or tariffs filed with and approved by the Commission.

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## 2.8 Deposits, (cont'd)

- 4. Cox at shall pay interest on cash deposits at no less than the rate established annually by the Kansas Corporation Commission.
- 5. If a refund of the deposit is made within thirty (30) days of receipt of the deposit, no interest payment shall be made. If Cox retains the deposit more than thirty (30) days, payment of interest shall be made retroactive to the date of deposit. No interest shall accrue on a deposit after discontinuance of service. Cox will provide payment of accrued interest for all end-users annually by negotiable instrument or by credit against current billing.

## 2.8 Deposits, (cont'd)

- 6. The deposit shall cease to draw interest on the date it is returned or credited to the end-user's account.
- 7. In determining the amount of any deposit, no charges for estimated telephone directory advertising will be used.
- 8. The amount of the deposit shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the Customer within thirty (30) days after settlement of the consumer's account, either in person or by mailing it to the end-user's last known address.
- 9. If service is not connected, or after disconnection of service, Cox shall promptly and automatically refund the Customer's deposit in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the area of Cox shall not be deemed a disconnection within the meaning of this rule, and no additional deposit may be required unless otherwise permitted by these rules.
- 10. Cox shall automatically refund the deposit for residential service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check that is subsequently dishonored.

## 2.8 <u>Deposits, (cont'd)</u>

- 11. Cox may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit.
- 12. The deposit made by the end-user with Cox at the time of application for telephone service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.
- 13. A Company shall maintain a record of all deposits received 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, and the date and amount of interest paid.
- 14. Whenever a security deposit or installment payment is accepted, the Company will issue to the subscriber a non-assignable receipt containing the following minimum information:
  - (1) Name of subscriber
  - (2) Place of deposit
  - (3) Date of deposit
  - (4) Amount of deposit
  - (5) Telephone company name and address, signature, and title of the telephone company employee receiving deposit.
  - (6) Current annual interest rate earned on deposit as determined by the Commission in accordance with K.S.A. 1982 supp. 12-822 as amended thereto.
  - (7) Statement of the terms and conditions governing the use, retention and return of deposits, to include a statement that' deposits taken from residential subscribers who made nondelinquent payments of undisputed bills for telephone service for a period of twelve (12) consecutive months shall be either credited with interest to their telephone bills or, if requested, refunded.

## 2.9 <u>Reserved</u>

#### 2.10 Taxes and Fees

Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

## 2.11 <u>Terminal Equipment</u>

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Cox's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

#### 2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

2.12.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

## 2.13 Inspection, Testing and Adjustment

2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

## 2.14 <u>Credit Allowances for Interruption of Service</u>

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is requested by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access.

## 2.15 <u>Cancellation by the Customer</u>

The Customer may have service discontinued upon notification to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

- 1. Cox may refuse service, suspend or terminate existing service to an end-user without notice for tampering with Cox's equipment, or misuse or abuse thereof in order to avoid payment of lawful charges or use thereof in such manner as to create danger to life or property of Cox or other end-users.
- 2. Cox may refuse service, suspend or terminate existing service to a Customer pursuant to the disconnect procedure defined below for any of the following reasons:
  - (a) With required notice, nonpayment of a bill within the period prescribed by these tariffs and/or nonpayment of a single bill within a multiple bill account.
  - (b) Failure to make a security deposit as set forth in these tariffs.
  - (c) Violation of or noncompliance with any provision of law or these tariffs.
  - (d) Refusal to permit Cox reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
  - (e) Interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's terms and conditions of service on file with and approved by the Commission.
  - (f) Improper use of telephone service, or use in such manner as to interfere with reasonable service to other customers.
  - (g) Use of service or facilities for a call or calls, in a manner reasonably expected to frighten, abuse, torment, or harass another user of the Public Switch Telephone Network.
  - (h) Any other violation of the Company's regulations.
- 3. Except for discontinuance pursuant to Subsections 2(e) and (f) above, a Company shall not discontinue service unless:

At the time of the proposed discontinuance, for one hour after the discontinuance and on the day following discontinuance, the Company office are open pursuant to Subsection 17, 18 and 19, following, for the purpose of preventing discontinuance or obtaining reconnection.

- 4. Upon a Customer's request to terminate local exchange service, Cox will inform such Customer of the Customer's responsibility to contact the Customer's IXC regarding continuance or termination of such service from the IXC.
- 5. Cox shall not be required to provide service to an applicant or Customer who has not paid for prior telephone service rendered by a telecommunications service provider in the same or different location, and furnished to the same person or legal entity.
- 6. Cox shall not be required to furnish or continue furnishing service when applied for in the name of another person or legal entity, or a fictitious name or other member of the same household, for the purpose of avoiding payment of an unpaid obligation for telephone service previously furnished.
- 7. Customers will not be held responsible for the nonpayment of another Customer's bill unless the Customer superseded the service or was a co-applicant or guarantor for the service or shared the service of the non-paid account.
- 8. Reserved
- 9. Cox will not refuse service or suspend existing service or disconnect existing service by reason of nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates.
- 10. Residential Service cannot be suspended or disconnected for failure to pay a bill for a Business Service.

- 11. Business Service cannot be suspended or disconnected for failure to pay a bill for a Residential Service.
- 12. Service may not be withheld from a Customer whose name was fraudulently used to obtain service at another location without the customer's permission or knowledge
- 13. Reserved
- 14. Service will not be suspended or discontinued to a current Customer in good standing who accepts an additional household member owing a previous bill to Cox, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the Customer at a different or same location.
- 15. Cox may require each Customer whose service has been suspended for nonpayment of bills, to pay all amounts due for regulated services before service is restored.
- 16. Any written correspondence or notices to the end-user by the telecommunications service provider relating to billing disputes or complaints, which are not otherwise provided for in this Section, shall meet the following criteria:
  - a) The correspondence shall be sent to the end-user's choice of billing address.
  - (b) The correspondence shall clearly state that it is from Cox.
  - (c) The correspondence shall clearly state any applicable deadlines within which the Customer must take the appropriate action.

- 17. Written correspondence shall be considered delivered three (3) business days after the correspondence has been mailed. When service to a Customer is to be disconnected for: (1) nonpayment of a bill for telephone service after service has been suspended or (2) failure to make a security deposit after a reasonable time, Cox will give at least ten (10) days from the date of mailing the written notice to the Customer prior to disconnection. Said written notice will be mailed by Cox or delivered to the customer's billing address as listed with Cox. If the mailed notice is returned from that address as undeliverable, the notice may be delivered to the premises at which the service was rendered. Notice will be deemed given to the Customer three (3) business days after mailing by Cox. Unless a dangerous condition exists or the Customer requests disconnection, service will not be disconnected on a day when personnel of Cox are not available to the public to arbitrate disputes or for making collections and reconnecting service
- 18. A notice of suspension or disconnection will contain the following information:
  - (a) The words "NOTICE OF SUSPENSION" or "NOTICE OF DISCONNECTION" in print type larger than the print type of the notice text.
  - (b) The name and address and the telephone number of the Customer.
  - (c) statement of the reason for the proposed suspension or disconnection of service.
  - (d) The date on or after which service will be suspended or disconnected unless appropriate action is taken.
  - (e) The telephone number in bold print of Cox where the Customer may make an inquiry.
  - (f) The approved charges for restoral or reconnection.

- 19. The following additional information will be in the notice unless said information can be obtained in the telephone directory and the notice refers the Customer to the location in the directory where the information can be obtained:
  - (a) A statement of how a Customer may avoid the suspension or disconnection of service, including a statement that the Customer must notify Cox on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of Cox.
  - (b) A statement that informs the Customer where payments may be made or how to obtain a listing of authorized payment agencies.
- 20. After the cause for suspension or disconnection has been cured, Cox will connect, restore or reconnect service as soon as possible.
- 21. Upon the Company's discontinuance of service to the Customer under Section 2.5.6, all applicable charges, including termination charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

- 22. Telephone Calls with Intent to Annoy:
  - A. The Company may discontinue service to any Customer, who with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such person any threat to inflict injury to the person or property of the person addressed or any family member.
  - B. The Company may discontinue service of any Customer, who with intent to annoy, repeatedly telephones another without disclosing his/her true identity to the person answering the telephone, whether or not conversation ensues during the telephone call.
  - C. The Company may, at its discretion, terminate service to any Customer who establishes a pattern of behavior with respect to the services provided by the Company that is intended to vex, harass or annoy the Company, its employees, agents or other Users of the Publicly Switched Telephone Network. A pattern of behavior is intended to vex, harass or annoy if it disturbs, irritates or interrupts the Company's operations through continued and repeated acts, or disturbs, irritates, or interrupts Users of the Public Switched Telephone Network through continued and repeated acts.
  - D. Prior to disconnection of service for calls described in parts A. and B. above, the Company will make reasonable effort to persuade the Customer placing such calls to cease all such activity. If such activity persists, the Company may, at its option, disconnect service. Prior to disconnection of service for calls described in part C. above, the Company may, at its option, refuse to transact business with the Customer except by written communication. If the Customer continues to engage in conduct set forth in section C above, the Company may, at its option, immediately discontinue service.
  - E. For the purpose of this section 2.5.6, telephone calls shall include Customer's usage of facsimile, paging or any other communication devices to access the service provided by the Company.
  - F. Company may disconnect service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

#### 2.17 <u>Restoration of Service</u>

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

## 2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

- 1. A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.
- 2. A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.
- 3. The requirements of 2.19.1 and 2.19.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

## 3. <u>SERVICE OFFERINGS</u>

## 1.1 <u>1+ Dialing</u>

Intrastate toll service is furnished for telephone communication between telephones in different local calling areas within the LATA in accordance with the regulations and schedules of charges specified in this tariff.

## **1.2.** Timing of Messages

- (a) Unless otherwise indicated, all residential calls are timed in one-minute increments and rounded to the next highest minute. Business calls are timed in six-second increments and rounded to the next highest increment.
- (b) For station-to-station calls, call timing begins when a connection is established between the calling and called stations.
- (c) For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station, or mobile unit specified, or an agreed upon alternate.
- (d) Call timing ends when the called station "hangs up," thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network, or by the Company operator.

## 1.3. Rates – Direct Dial

Residential \$.18/minute Business\* \$.015/6 second increment

\*Term and volume discount may apply in situations where the Company is responding to a competitive bid, or when offered on an ICB basis by another telephone company. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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## 3. <u>SERVICE OFFERINGS</u>

#### 3. Operator Assisted Calls

Residential \$.35/minute Business \$.35/minute

#### 4. Optional Calling Plans

## Simply Five Savings Plan

This optional calling plan will provide Cox Residential Customers a competitively price alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam and CNMI. The plan is a flat \$0.05 per minute all day, every day on direct dialed intrastate and interstate calls with a monthly recurring charge (MRC) of \$4.99.

## Cox Online LD Plan

The Cox Online LD Plan includes both local toll and long distance calls if Cox Long Distance Service is selected as the service provider for both local toll service and long distance service. Customer must subscribe to Cox Digital Telephone service and this optional calling plan through the Cox online website to be eligible for subscription to the Online LD Plan. There is no monthly recurring charge for this plan. A per minute rate of 12 cents applies to direct dialed local toll and long distance, or Operator Services calls. Calls are billed in whole minute increments. Taxes, fees and other charges, including Universal Service Fund, apply to the usage charges assessed on this plan.

# 3. <u>SERVICE OFFERINGS</u>

## 4 Optional Calling Plans, cont'd.

## Cox Unlimited Call Plan

General

Where facilities exist and operating conditions permit, the Cox Unlimited Call Plan will be offered to Residential Customers. The Cox Unlimited Call Plan is a bundled of intrastate and interstate long distance minutes.

Terms and Conditions

- 1. The Cox Unlimited Call Plan Monthly Recurring Charge will be billed in advance, and will apply the first billing period after ordering the service.
- 2. Cox Unlimited Call Plan does not permit the Customer to place business calls.
- 3. International toll calls are not included with this package.
- 4. The Cox Unlimited Plan (the "Plan") is for direct-dialed domestic residential voice usage only. If usage under this plan is not consistent with typical Residential Customer usage, at the Company's sole discretion, the Company may offer Customer an alternative plan or suspend, restrict or cancel Customer's service without prior notice. Calls that are not consistent with typical residential voice use include but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. Callers must dial 1+ area code + 7-digit telephone number for the call to be included in the Plan. Call detail is not available with this Plan. Customers must subscribe to Cox Long Distance and to the Company's local exchange service. This Plan is available to Customers on a per-line basis up to a maximum of four telephone lines. Unlimited service is reserved for direct-dialed long distance calls and does not include multi-party chat lines or multi-party conference calls, calls to 900 numbers, directory assistance, per-use feature calling, calling card, operator services, international calling and toll free calling services; such calls are subject to additional charges. Taxes, fees and other charges, including the Universal Service Fund, apply

## **Rates and Charges**

Monthly Recurring Charge \$20.00

Issue Date: July 1, 2013

## 3. SERVICE OFFERINGS

4 Optional Calling Plans, cont'd.

# 3. <u>SERVICE OFFERINGS</u>

4 Optional Calling Plans, cont'd.

## **ORIGINAL PAGE 31.1**

# 3. <u>SERVICE OFFERINGS</u>

4 Optional Calling Plans, cont'd.

## 3. SERVICE OFFERINGS

4 Optional Calling Plans, cont'd.

## The Business Nickel Call Plan

This Business Nickel call plan provides Cox Business Customers a competitively priced alternative to the standard long distance plan. The call plan is available to new and existing customers who choose Cox Long Distance for both PIC and LPIC and subscribe to at least a one-year term agreement. The plan is a flat \$0.05 per-minute all day, every day on direct dialed intrastate calls with no monthly fee and billed in six second increments. There is a complementary interstate Business Nickel call plan that includes state-to-state calls to all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam and CNMI. Additionally, as an added benefit, the Customer will receive free LD minutes each month depending on the number of lines associated with the account pursuant to the table below.

Number of Lines	Free Minutes
2 through 5	250
6 through 10	500
11+	1,000

## 3. <u>SERVICE OFFERINGS</u>

#### 4 Optional Calling Plans, cont'd.

#### CBS Minute Pack 100

This optional long distance call plan offers a Cox Business Customer a block of 100 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-, two-, or three-year term commitment. The block of 100 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 100-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

<b>Term Options</b>	MRC	Overage
1 Year	\$7.50	\$0.075
2 Year	\$7.20	\$0.072
3 Year	\$7.00	\$0.070
4 Year	\$6.90	\$0.069
5 Year	\$6.80	\$0.068

#### CBS Minute Pack 250

This optional long distance call plan offers a Cox Business Customer a block of 250 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-, two-, or three-year term commitment. The block of 250 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 250-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

<b>Term Options</b>	MRC	Overage
1 Year	\$14.00	\$0.056
2 Year	\$13.00	\$0.052
3 Year	\$12.00	\$0.048
4 Year	\$11.75	\$0.047
5 Year	\$11.50	\$0.046

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## 3. <u>SERVICE OFFERINGS</u>

## 4 Optional Calling Plans, cont'd.

## CBS Minute Pack 500

This optional long distance call plan offers a Cox Business Customer a block of 500 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-, two-, or three-year term commitment. The block of 500 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 500-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC	Overage
1 Year	\$26.00	\$0.052
2 Year	\$25.00	\$0.050
3 Year	\$23.00	\$0.046
4 Year	\$22.50	\$0.045
5 Year	\$22.00	\$0.044

#### CBS Minute Pack 1000

This optional long distance call plan offers a Cox Business Customer a block of 1000 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-, two-, or three-year term commitment. The block of 1000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 1000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC	Overage
1 Year	\$48.00	\$0.048
2 Year	\$47.00	\$0.047
3 Year	\$45.00	\$0.045
4 Year	\$44.00	\$0.044
5 Year	\$43.00	\$0.043

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#### 4 Optional Calling Plans, cont'd.

#### CBS Minute Pack 2500

This optional long distance call plan offers a Cox Business Customer a block of 2500 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-, two-, or three-year term commitment. The block of 2500 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 2500-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC	Overage
1 Year	\$109.00	\$0.0436
2 Year	\$105.00	\$0.042
3 Year	\$100.00	\$0.040
4 Year	\$97.50	\$0.039
5 Year	\$95.00	\$0.038

#### CBS Minute Pack 5000

This optional long distance call plan offers a Cox Business Customer a block of 5000 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-, two-, or three-year term commitment. The block of 5000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 5000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC	Overage
1 Year	\$200.00	\$0.040
2 Year	\$195.00	\$0.039
3 Year	\$190.00	\$0.038
4 Year	\$185.00	\$0.037
5 Year	\$180.00	\$0.036

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#### 4 Optional Calling Plans, cont'd.

#### CBS Minute Pack 7500

This optional long distance call plan offers a Cox Business Customer a block of 7500 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-, two-, or three-year term commitment. The block of 7500 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 7500-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC	Overage
1 Year	\$280.00	\$0.0373
2 Year	\$275.00	\$0.0367
3 Year	\$270.00	\$0.036
4 Year	\$260.00	\$0.0347
5 Year	\$255.00	\$0.034

#### CBS Minute Pack 10,000

This optional long distance call plan offers a Cox Business Customer a block of 10,000 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-, two-, or three-year term commitment. The block of 10,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 10,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

<b>Term Options</b>	MRC	Overage
1 Year	\$360.00	\$0.036
2 Year	\$335.00	\$0.0335
3 Year	\$310.00	\$0.031
4 Year	\$305.00	\$0.0305
5 Year	\$295.00	\$0.0295

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#### 4 Optional Calling Plans, cont'd.

## CBS Minute Pack 20,000

This optional long distance call plan offers a Cox Business Customer a block of 20,000 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-, two-, or three-year term commitment. The block of 20,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 20,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC	Overage
1 Year	\$600.00	\$0.03
2 Year	\$575.00	\$0.0288
3 Year	\$525.00	\$0.0263
4 Year	\$520.00	\$0.0260
5 Year	\$500.00	\$0.0250

#### CBS Minute Pack 40,000

This optional long distance call plan offers a Cox Business Customer a block of 40,000 minutes of direct dialed intrastate and interstate long distance and toll free service with the option of a one-, two-, or three-year term commitment. The block of 40,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 40,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

<b>Term Options</b>	MRC	Overage
1 Year	\$1150.00	\$0.0288
2 Year	\$1075.00	\$0.0269
3 Year	\$1000.00	\$0.0250
4 Year	\$960.00	\$0.0240
5 Year	\$920.00	\$0.0230

#### 4 Optional Calling Plans, cont'd.

## CBS Minute Pack 50,000

This optional long distance call plan provides Cox Business Customers a block of 50,000 minutes of direct dialed intrastate and interstate long distance and toll free service. The block of 50,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 50,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

<b>Term Options</b>	MRC	Overage
1 Year	\$1400.00	\$0.028
2 Year	\$1300.00	\$0.026
3 Year	\$1200.00	\$0.024
4 Year	\$1200.00	\$0.024
5 Year	\$1150.00	\$0.023

#### CBS Minute Pack 75,000

This optional long distance call plan provides Cox Business Customers a block of 75,000 minutes of direct dialed intrastate and interstate long distance and toll free service. The block of 75,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 75,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

<b>Term Options</b>	MRC	Overage
1 Year	\$1900.00	\$0.0253
2 Year	\$1800.00	\$0.0240
3 Year	\$1750.00	\$0.0233
4 Year	\$1725.00	\$0.0230
5 Year	\$1650.00	\$0.0220

#### 4 Optional Calling Plans, cont'd.

## CBS Minute Pack 100,000

This optional long distance call plan provides Cox Business Customers a block of 100,000 minutes of direct dialed intrastate and interstate long distance and toll free service. The block of 100,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 100,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

<b>Term Options</b>	MRC	Overage
1 Year	\$2450.00	\$0.0245
2 Year	\$2350.00	\$0.0235
3 Year	\$2250.00	\$0.0225
4 Year	\$2200.00	\$0.0220
5 Year	\$2200.00	\$0.0220

#### CBS Minute Pack 125,000

This optional long distance call plan provides Cox Business Customers a block of 125,000 minutes of direct dialed intrastate and interstate long distance and toll free service. The block of 125,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 125,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

<b>Term Options</b>	MRC	Overage
1 Year	\$3000.00	\$0.024
2 Year	\$2875.00	\$0.023
3 Year	\$2750.00	\$0.022
4 Year	\$2750.00	\$0.022
5 Year	\$2625.00	\$0.021

#### 4 Optional Calling Plans, cont'd.

## CBS Minute Pack 150,000

This optional long distance call plan provides Cox Business Customers a block of 150,000 minutes of direct dialed intrastate and interstate long distance and toll free service. The block of 150,000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 150,000-minute block will be assessed as detailed below. All minutes will be billed in six second increments and rounded up to the nearest six-second increment. If this Minute Pack is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage to the nearest qualifying plan or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, whichever is greater.

Term Options	MRC	Overage
1 Year	\$3450.00	\$0.023
2 Year	\$3300.00	\$0.022
3 Year	\$3150.00	\$0.021
4 Year	\$3150.00	\$0.021
5 Year	\$3000.00	\$0.020

## FIRST REVISED PAGE 34.7

## 3. SERVICE OFFERINGS

4. Optional Calling Plans, cont'd.

## FIRST REVISED PAGE 34.8

# 3. <u>SERVICE OFFERINGS</u>

4. Optional Calling Plans, cont'd.

#### 4. Optional Calling Plans, cont'd.

#### Cox Business Enterprise Calling Plan

The Cox Business Enterprise Calling Plan (the "Plan") enables Business Customers to receive reduced rates on their domestic long distance and toll free service based on monthly call volume and the term commitment of the plan selected. No minimum usage obligations are associated with the Plan. The Plan is available to Cox Business Customers who (1) subscribe to Cox Local Service; (2) select Cox as their PIC and LPIC; and (3) subscribe to one of the following additional Cox Business Services:

	Cox Business Internet Service	•	Cox Private Line Service
•	Cox Metro Ethernet Service	•	Cox Business Video Service

The Plan is available in one-, two-, three-, four-, or five-year term comments. The term of the selected commitment will commence on the first day of the next complete billing month following the execution of the Customer Service Agreement that references this Plan.

The Minutes-of-Use ("MOUs") are cumulative across a Business Customer's access lines that are subscribed to the Plan. The Plan is billed in 6-second increments and rounds up to the next highest 6-second increment for partial increments.

If the Customer terminates their Plan prior to the expiration of the selected term, or the Customer fails to meet all of the conditions under this Plan, Cox may, at its option, (i) re-rate the Customer's usage to the nearest qualifying term plan; or (ii) if terminated in the first year, re-rate the Customer's usage at the Standard Service Plan rate of \$0.10 per minute.

The Plan is an intrastate service and does not apply to the following calls, services or applications and cannot be used in conjunction with: Collect Calls; Calling Card; Calls to 555, 700, 900, 976 Services; Third Number Billed; Directory Assistance and Directory Assistance Call Completion; Repeat Call; Return Calls (per activation); Person-to-Person Calls; Intercept Call Completion; Operator Handled Calls; Three-Way Calling (per activation); Call Centers; Automatic Dialing Equipment.

## **FIRST REVISED PAGE 34.10**

# 3. SERVICE OFFERINGS

4. Optional Calling Plans, cont'd.

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#### 3. <u>SERVICE OFFERINGS</u>

#### 6. Toll Free Service

#### **1.** Service Description

Toll-Free Service is an inbound service originating on feature group facilities, which terminate on a Business Line. This service enables the Customer to receive toll-free calls at their place of business **and is available only in conjunction with Cox Local Exchange Service**.

- A) The Company reserves the right to require an applicant for Toll-Free Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that the Customer submit a new traffic forecast quarterly after service is initiated.
- B) The Company's Toll-Free Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effects upon it or any service rendered by the Company. The Company may terminate or refuse to furnish the Company's Toll-Free Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.

#### 3. SERVICE OFFERINGS

#### 6. Toll Free Service

#### **1.** Service Description (continued)

- C) The Customer must obtain an adequate number of access lines for Company Toll-Free Services to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish Company Toll-Free Service to any Customer that fails to comply with these conditions.
- D) If the Customer requests assignment of a specific Toll-Free Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than fifteen (15) days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after the Company's Toll-Free Service has been in actual and substantial use for a consecutive sixty (60) day period.

6. Toll Free Service

## **1.** Service Description (continued)

Use of numbers: Each Company Toll-Free Service telephone number E) must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any toll-free telephone number associated with the Company's Toll-Free Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be recovered upon written notice to the Customer. Nothing in this Section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved toll-free telephone numbers hereunder or Customers who subscribe to and use the Company's Toll-Free Service or their transferee or assigns, any ownership interest or proprietary right in any particular toll-free number; however, upon placing a number actually and substantially in use, as defined above, the Company's Toll-Free Service Customers do have a controlling interest in this toll-free number(s). The Company Toll-Free Service Customers may retain the use of their toll-free number assignments, even following changes in their toll-free carrier and/or Responsible Organization.

#### 6. Toll Free Service

## **1.** Service Description (continued)

F) If a Customer places an order for the Company to carry Customer's already existing toll-free number service, the Customer shall provide to Company the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to the Company's Toll-Free Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its toll-free number(s) to the Company's Resp. Org. If the Customer elects to retain a non-Company Resp. Org., the Customer must notify the Company of any changes in the Customer's Resp. Org. in writing within 48 hours of The Customer is responsible for all outstanding the change. indebtedness for services provided by a previous Resp. Org. or toll-free service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to Company.

## 6. Toll Free Service

## **1.** Service Description (continued)

- G) Subject to execution of a Resp. Org. Service Agreement between the Company and the Customer, the Company Resp. Org. will perform the function of Resp. Org. for all Company Toll-Free Service orders unless the Customer requests another Resp. Org. The Company's Resp. Org. functions include 1) search for and reservation of toll-free numbers in the SMS/800; 2) creating and maintaining the toll-free number Customer record in the SMS/800; and 3) provision of a single point of contact for trouble reporting.
  - Where the Company serves as the Resp. Org. for a Company Toll-Free (1)Service Customer, the Company will, at the Customer's request, subscribe to Toll-Free Directory Listing for the toll-free number(s) assigned to the Customer. A charge for Toll-Free Directory Listings will apply as set forth in this Tariff. In the event that a Customer transfers its toll-free service to another Resp. Org., the Company shall cease to subscribe to Toll-Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Toll-Free Directory Listing Service is maintained through the new Resp. Org. Customer is responsible for payment of any outstanding Toll-Free Directory Listing charges, including any unexpired portion of any minimum period applicable to such services, and the Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of Toll-Free Directory Listing responsibility.

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#### 3. <u>SERVICE OFFERINGS</u>

#### 6. Toll Free Service

#### **1.G** Service Description (continued)

- (2) Where the Company serves as the Resp. Org. for a Company Toll-Free Service Customer, it will, at the Customer's request, subscribe to Vertical Features obtained from Local Exchange Company access tariffs. When a Company Toll-Free Service Customer uses Vertical Features obtained by Company from Local Exchange Company tariffs, a charge will apply. This charge may not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
- (3) In the event that a Customer cancels its Company Toll-Free Service, the Customer will be required to select a new Resp. Org. Such change shall become effective simultaneous with the change in the Customer Toll-Free Service provider.
- (4) In the event that a Customer cancels its Company Resp. Org. or Toll-Free Service, the Customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any services obtained by or on behalf of the Customer by Company.

## 6. Toll Free Service

## **1.** Service Description (continued)

- H) It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Toll-Free Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.
- In accordance with FCC regulations, ANI shall only be used for billing and collection, routing, screening, and completion of the originating subscriber's call or transaction or for service directly related to the originating subscriber's call or transaction.

The ANI shall not be reused or resold without first notifying the originating telephone subscriber and obtaining affirmative consent of the subscriber for reuse or resale.

Unless the originating subscriber has given consent for the reuse or resale, any information provided shall not be used for any purpose other than:

- performing the services or transactions that are subject of the originating subscriber's call;
- ensuring network performance security, and the effectiveness of call delivery;
- compiling, using and disclosing aggregate information; and
- complying with applicable laws.

#### 6. Toll Free Service

## 2. Toll Free Service Termination

Customers who terminate service prior to the end of the service term as selected by Customer will be liable for a cancellation charge which shall be calculated as follows: Cox shall re-rate Customer's usage for services provided up to the date of termination by charging Customer the difference between the monthly rate for the service term selected by Customer and the rate for service applicable to the longest term plan for service the Customer could have satisfied prior to discontinuance and multiplying this difference by the number of minutes of service actually provided to Customer. All per-minute charges for each month shall be at the per-minute charge based on rate associated with Customer's highest MOU for the month. Cox bills in six-second increments and rounds up to the nearest six-second increment. If this Call Plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage as provided in this Section or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, which ever is greater.

Example: Customer signs a three-year term agreement. At the end of the eleventh month, the Customer terminates the agreement and transfers the toll-free service to another carrier. All usage to-date would be re-rated from the three-year term rate to the month-to-month rate.

Example: Customer signs three-year term agreement. At the end of the thirteenth month, the Customer terminates the agreement and transfers the toll-free service to another carrier. All usage to-date would be re-rated from the three-year rate and volume to the one-year rate and volume.

#### 6. Toll Free Service

### 3. Basic Service

Basic Service means Domestic Toll-Free Service established on the Company network providing termination for a call originated in the continental United States to a single Customer location either through switched or dedicated access. Nationwide Directory Assistance is a component of Basic Service.

(1) Toll-Free Monthly Recurring and Usage Charge

The Toll-Free Number Charge applies to Basic Toll-Free Service. Domestic calls originating within the United States are billed in 6-second increments with a 6-second minimum. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

Monthly Recurring Charge:	\$5.00
Change Charge: per change	\$4.50
Per-Minute Charge	\$0.15

#### **ORIGINAL PAGE 44**

#### 3. SERVICE OFFERINGS

#### 6. Toll Free Service

## 3. Basic Service (continued)

(2) Toll-Free Directory Assistance

Toll-Free Directory Assistance provides the Toll-Free Customer with a listing in the nationwide Toll-Free dial up directory maintained by AT&T.

Non-Recurring Charge:	\$35.00
per number Expedite Request:	\$50.00
per request Change Charge: per change	\$50.00
Monthly Recurring Charge: per number	\$14.50

### **ORIGINAL PAGE 45**

# 3. <u>SERVICE OFFERINGS</u>

- 6. Toll Free Service
- 4. Toll Free Call Plans

**Reserved For Future Use** 

## **ORIGINAL PAGE 45.1**

# 3. <u>SERVICE OFFERINGS</u>

- 6. Toll Free Service
- 4. Toll Free Call Plans

**Reserved for Future Use.** 

# 3. <u>SERVICE OFFERINGS</u>

# 3. <u>SERVICE OFFERINGS</u>

# 3. <u>SERVICE OFFERINGS</u>

# 3. SERVICE OFFERINGS

- 7. Dedicated Long Distance Service, cont'd.
  - 4. Optional Call Plans

**Reserved for Future Use.** 

- 7. Dedicated Long Distance Service, cont'd.
  - 4. Optional Call Plans, cont'd.

**Reserved for Future Use.** 

# 3. <u>SERVICE OFFERINGS</u>

# 3. <u>SERVICE OFFERINGS</u>

# 3. <u>SERVICE OFFERINGS</u>

# 3. <u>SERVICE OFFERINGS</u>

# 3. SERVICE OFFERINGS

- 7. Dedicated Long Distance Service, cont'd.
  - 4. Optional Call Plans, cont'd.

**Reserved for Future Use.** 

# 3. SERVICE OFFERINGS

- 7. Dedicated Long Distance Service, cont'd.
  - 4. Optional Call Plans, cont'd.

**Reserved for Future Use.** 

#### 4.0 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator.

Each call to Directory Assistance will be charged as follows:

Residential Per Call Charge	\$2.49	(CT/CR)
Business Per Call Charge	\$2.00	(AT)

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

A credit will be given for calls to Directory Assistance as follows:

-The Customer experiences poor transmission or is cut-off during the call; or

-The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative.

#### 5.0 Operator Assistance

A Customer may obtain the assistance of an operator to complete intrastate telephone calls in the following manner. In addition to the rates specified in Section 5.0, surcharges as specified in Section 6.1 will apply:

**Third Number Billing:** Provides the Customer with the capability to charge a call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

**Collect Calls**: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

**Calling Cards**: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

**Person to Person**: Calls completed with the assistance of an operator to a particular Station and person specified by the calling party. The call may be billed to the called party.

**Station to Station**: Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.

**General Assistance:** The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800/888 telephone numbers, but does not request the operator to complete the call.

# 5.0 Operator Assistance (cont'd)

**5.1 Operator Assisted Surcharges**: The following surcharges will be applied on a per call basis plus any applicable per minute charges.

Third Number Billing (Operator Dialed)	\$4.00
Third Number Billing (Customer Dialed)	\$4.00
Calling Card (Operator Dialed)	\$4.00
Collect Calling (Operator Dialed)	\$4.00
Collect Calling (Customer Dialed)	\$4.00
Person-to-Person (Operator Dialed)	\$5.00
Person-to-Person (Customer Dialed)	\$5.00
Station-to-Station (Operator Dialed)	\$3.00
General Assistance	N/C

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# 5.0 Operator Assistance (cont'd)

5.2 Reserved:

(CT)

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(RT)

#### 6.0 <u>Specialized Pricing</u>

#### 6.1 Individual Case Basis (ICB)

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to a bona fide request by a Customer or prospective Customer for a proposal or a competitive bid for a service offered under this tariff. Service offered under this tariff provision will be provided to Customers pursuant to contract. The Company will maintain records of its ICB contracts for Commission review.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

### 6.2 <u>Promotional Offerings</u>

The Company may make promotional offerings of its tariffed services which may include reducing and waiving applicable charges for the promoted service. Any promotional offering will be extended on a non-discriminatory basis to any similarly situated Customer who requests the promoted service.

The Company will submit its Promotions by letter filing to the Commission. The letter will outline the offering, listing the promoted tariffed item, the begin and end dates of the promotional period, and will not exceed six (6) months in duration.

# 6.3 <u>Special Assembly</u>

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly.

The Company will maintain records of its Special Assembly contracts for Commission review.

#### **ORIGINAL PAGE 61**

### 7. BUNDLED SERVICES PACKAGES

### <u>General</u>

Cox may offer multiple services in bundled or package service arrangements. Bundled service packages may included services not regulated and/or not under the jurisdiction of the State Corporation Commission or may include regulated or unregulated services provided by the Cox local service affiliate. Packages that include services regulated by the State Corporation Commission under this tariff bundled with those that are unregulated or provided by an affiliate shall be set forth in this section of the tariff.

### 1. Reserved

**ORIGINAL PAGE 62** 

# 7. BUNDLED SERVICES PACKAGES

Reserved for future use.

#### 7. <u>BUNDLED SERVICES OFFERING</u>

#### 3. RESIDENTIAL BUNDLED SERVICES PACKAGE

#### 1. <u>General</u>

The Bundled Services Package offers certain discounted or free services for eligible Residential Customers who subscribe to the services, as described in Section 2, provided by Cox and a Cox-Affiliated Company.

#### 2. <u>Regulations</u>

Customers that subscribe to the specific services detailed below will be eligible to receive certain discounted or free services as defined in Section 3, following. The Customer must subscribe to the following services:

- a Cox Connect Package,
- Cox-Affiliated Company's cable television service, and
- Cox-Affiliated Company's high-speed internet access service.

Eligibility requires no term commitments to receive the discounts and/or free services offered under the Bundled Services Package, however, the Customer must continue the subscription to the services listed above and maintain the account in good standing.

## 3. <u>Rates, Charges and Discounts</u>

All telephony services offered under this package will be billed at the standard tariffed rate. Once eligibility is established, the Customer will be entitled to one of two free services every month the customer maintains the level of service defined above. The two offers are: (1) one-hundred twenty (120) free minutes of intrastate and interstate long distance service shared across all Cox provided access lines or (2) a premium pay channel from the Cox-Affiliated Company.

Additionally, Customers, who select the 120 Free Minute option, will be automatically enrolled in Cox's U.S. Savings Plan. The \$3.95 monthly recurring charge will be waived and the Customer will be assessed 7 cents per minute for intrastate and interstate long distance after the initial 100-minute period.

#### 8.1 Cox LD Solutions

Cox LD Solutions, the one-, two- or three-year term long distance call plan, provides Business Customers a competitively priced long distance product. The call plan is available to new and existing customers that choose Cox Local and Long Distance, both PIC and LPIC. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the 50 states and the District of Columbia will be billed in 6-second increments and rounded up to the next highest increment. All calls terminating in Puerto Rico and US Virgin Islands will be billed in 6-second increments with a 30-second minimum.

If this plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10/minute will be used to rerate all usage charges up to the termination date.

Minutes-Of-Use (MOU)	1 Year	2 Year	3 Year
0-10,000	\$0.075	\$0.0675	\$0.0638
10,001-20,000	\$0.070	\$0.0630	\$0.0595
20,001+	\$0.065	\$0.0585	\$0.0553

#### 8.2 Cox LD Enterprise

Cox LD Enterprise, the one-, two- or three-year term long distance call plan, provides an eligible Business Customer with a competitively priced long distance product. The call plan is available to new and existing customers that select Cox Local, Cox Long Distance (both PIC and LPIC) and Cox high-speed internet service. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per minute. All minutesof-use (MOU) charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the United States are billed in 6-second increments and rounded up to the next highest increment. All calls terminating in Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

If this plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10 per minute will be used to re-rate all usage charges up to the termination date.

Minutes-Of-Use (MOU)	1 Year	2 Year	3 Year
0-10,000	\$0.070	\$0.0630	\$0.0595
10,001-20,000	\$0.065	\$0.0585	\$0.0553
20,001+	\$0.060	\$0.0540	\$0.0510

#### 8.3 Cox Toll-Free Solutions

The Domestic Toll-Free Term Call Plan provides Business Customers with a reduced rate for toll free calls originated in the continental United States. Business Customers may select from a one-, two- or three-year term call plan. The plan covers the 48 contiguous states. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, excluding minutes from Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls originating within the United States are billed in 6-second increments and rounded up to the next highest increment. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30second minimum.

Minutes-Of-Use (MOU)	1 Year	2 Year	3 Year
0-10,000	\$0.075	\$0.0675	\$0.0638
10,001-20,000	\$0.070	\$0.0630	\$0.0595
20,001+	\$0.065	\$0.0585	\$0.0553

#### 8.4 Cox Dedicated LD Solutions

Cox Dedicated LD Solutions, a one, two or three-year term dedicated long distance call plan, provides eligible Business Customers a competitively priced long distance product for calls terminated in the continental United States. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. The call plan is available to new and existing customers that choose Cox Local and Cox Long Distance (both PIC and LPIC). All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Kansas will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls originating in Kansas are billed in 6-second increments with a 6-second minimum.

Minutes-Of-Use	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
0-10,000	\$0.075	\$0.0675	\$0.0638
10,001-20,000	\$0.070	\$0.0630	\$0.0595
20,001-40,000	\$0.065	\$0.0585	\$0.0553
40,001-80,000	\$0.055	\$0.0495	\$0.0468
80,001-160,000	\$0.050	\$0.0450	\$0.0425
160,000+	\$0.045	\$0.0405	\$0.0383

#### 8.5 Cox Dedicated LD Enterprise

Cox Dedicated LD Enterprise, a one, two or three-year term dedicated long distance call plan, provides eligible Business Customers a competitively priced long distance product for calls terminated in the continental United States. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. The call plan is available to new and existing Customers that choose Cox for their Local, Long Distance (both PIC and LPIC) and high-speed internet service. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Kansas will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls originating in Kansas are billed in 6-second increments with a 6-second minimum.

Minutes-Of-Use	<u>1 Year</u>	2 Year	<u>3 Year</u>
0-10,000	\$0.070	\$0.0630	\$0.0595
10,001-20,000	\$0.065	\$0.0585	\$0.0553
20,001-40,000	\$0.060	\$0.0540	\$0.0510
40,001-80,000	\$0.050	\$0.0450	\$0.0425
80,001-160,000	\$0.045	\$0.0405	\$0.0383
160,000+	\$0.040	\$0.0360	\$0.0340

#### 8.6 Cox Dedicated TF Solutions

Cox Dedicated TF Solutions, a one, two or three-year term dedicated toll free call plan, provides eligible Business Customers a competitively priced toll free product for calls that originate in the continental United States. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. The call plan is available to new and existing customers that choose Cox Local and Cox Toll Free. The plan covers the 48 contiguous states. All minutes-of-use charges (MOU) will be assessed based on the cumulative dedicated toll free minutes of interstate and intrastate.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Domestic calls originating in the United States are billed in 6-second increments with a 6-second minimum. All calls originating in Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum. Calls that originate and terminate in Kansas will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage.

Minutes-Of-Use	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
0-10,000	\$0.075	\$0.0675	\$0.0638
10,001-20,000	\$0.070	\$0.0630	\$0.0595
20,001-40,000	\$0.065	\$0.0585	\$0.0553
40,001-80,000	\$0.055	\$0.0495	\$0.0468
80,001-160,000	\$0.050	\$0.0450	\$0.0425
160,000+	\$0.045	\$0.0405	\$0.0383

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## **SECTION 8 - Obsolete Service Offering**

#### 8.7 Simply Five Savings Plan<sup>+</sup>

This optional calling plan will provide Cox Residential Customers a competitively price alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam and CNMI. The plan is a flat \$0.05 per minute all day, every day on direct dialed intrastate and interstate calls with a monthly recurring charge (MRC) of \$3.95. The MRC will be waived for Customers who subscribe to either Control Plus or Solutions feature packages, and/or subscribe to both cable and high-speed data services offered by the Cox Affiliated Company.

<sup>\*</sup> The Simply Five Savings Plan will continue to be offered; however, the MRC waiver for subscription to multiple products or feature packages will no longer be offered for Customers subscribing to the plan after 3/15/07.

### 8.8 Cox Switched LD Solutions III

Cox Switched LD Solutions III is a one-, two-, three- or five-year term long distance direct dialed Business call plan. The call plan is available to new and existing Business Customers that choose Cox Local and Long Distance, both PIC and LPIC. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the 50 states and the District of Columbia will be billed in 6-second increments and rounded up to the next highest increment. All calls terminating in Canada, Puerto Rico and US Virgin Islands will be billed in 6-second increments with a 30-second minimum.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10/minute will be used to re-rate all usage charges up to the termination date.

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year
0-249	\$0.075	\$0.068	\$0.063
250-499	\$0.073	\$0.067	\$0.062
500-999	\$0.071	\$0.066	\$0.061
1,000-2,499	\$0.069	\$0.065	\$0.061
2,500-4,999	\$0.065	\$0.061	\$0.057
5,000-9,999	\$0.059	\$0.056	\$0.052
10,000-49,999	\$0.058	\$0.055	\$0.051
50,000-99,999	\$0.056	\$0.053	\$0.049
100,000+	\$0.054	\$0.051	\$0.047

### 8.9 Cox Switched LD Enterprise III

Cox Switched LD Enterprise III is a one-, two-, three- or five-year term direct dialed long distance Business call plan. The call plan is available to new and existing Business Customers that select Cox Local, Cox Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed Internet service. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per minute. All minutes-of-use (MOU) charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the United States are billed in 6-second increments and rounded up to the next highest increment. All calls to Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10 per minute will be used to re-rate all usage charges up to the termination date.

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year
0-249	\$0.068	\$0.061	\$0.057
250-499	\$0.066	\$0.060	\$0.056
500-999	\$0.064	\$0.059	\$0.055
1,000-2,499	\$0.062	\$0.059	\$0.055
2,500-4,999	\$0.059	\$0.055	\$0.051
5,000-9,999	\$0.053	\$0.050	\$0.047
10,000-49,999	\$0.052	\$0.050	\$0.046
50,000-99,999	\$0.050	\$0.049	\$0.044
100,000+	\$0.049	\$0.046	\$0.042

## 8.10 Cox Toll Free Solutions III

The Cox Toll-Free Solutions III call plan provides Business Customers with a switched inbound toll free call plan. Business Customers will select from a one-, two-, three- or five-year term call plan. The plan covers the 48 contiguous states. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, excluding minutes from Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls originating within the United States are billed in 6-second increments and rounded up to the next highest increment. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year
0-249	\$0.075	\$0.068	\$0.063
250-499	\$0.073	\$0.067	\$0.062
500-999	\$0.071	\$0.066	\$0.061
1,000-2,499	\$0.069	\$0.065	\$0.061
2,500-4,999	\$0.065	\$0.061	\$0.057
5,000-9,999	\$0.059	\$0.056	\$0.052
10,000-49,999	\$0.058	\$0.055	\$0.051
50,000-99,999	\$0.056	\$0.053	\$0.049
100,000+	\$0.054	\$0.051	\$0.047

# 8.11 Cox Toll-Free Enterprise III

The Cox Toll-Free Enterprise III call plan provides Business Customers with a switched inbound toll free call plan. Business Customers will select from a one-, two- or three/five-year term call plan. The call plan is available to new and existing customers that select Cox Local, Cox Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed Internet service. The plan covers the 48 contiguous states. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 perminute. Calls from Canada will be assessed at the rate of \$.08 per minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, excluding minutes from Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls originating within the United States are billed in 6-second increments and rounded up to the next highest increment. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year
0-249	\$0.068	\$0.061	\$0.057
250-499	\$0.066	\$0.060	\$0.056
500-999	\$0.064	\$0.059	\$0.055
1,000-2,499	\$0.062	\$0.059	\$0.055
2,500-4,999	\$0.059	\$0.055	\$0.051
5,000-9,999	\$0.053	\$0.050	\$0.047
10,000-49,999	\$0.052	\$0.050	\$0.046
50,000-99,999	\$0.050	\$0.049	\$0.044
100,000+	\$0.049	\$0.046	\$0.042

### 8.12 Cox Dedicated LD Solutions III

Cox Dedicated LD Solutions III is a one-, two-, three- or five-year term dedicated direct dialed long distance call plan that provides eligible Business Customers a competitively priced long distance product for calls terminating in the continental United States. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. The call plan is available to new and existing customers that choose Cox Local and Cox Long Distance (both PIC and LPIC). All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Kansas will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage.

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year
0-249	\$0.070	\$0.063	\$0.058
250-499	\$0.068	\$0.062	\$0.057
500-999	\$0.066	\$0.061	\$0.055
1,000-2,499	\$0.064	\$0.060	\$0.054
2,500-4,999	\$0.060	\$0.056	\$0.052
5,000-9,999	\$0.058	\$0.054	\$0.050
10,000-49,999	\$0.056	\$0.052	\$0.048
50,000-99,999	\$0.054	\$0.050	\$0.046
100,000+	\$0.052	\$0.048	\$0.044

### 8.13 Cox Dedicated LD Enterprise III

Cox Dedicated LD Enterprise III is a one-, two-, three- or five-year term dedicated direct dialed long distance call plan. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. The call plan is available to new and existing Business Customers that choose Cox for their Local, Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed internet service. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Kansas will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Kansas are billed in 6-second increments with a 6-second minimum.

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year
0-249	\$0.063	\$0.057	\$0.052
250-499	\$0.061	\$0.056	\$0.051
500-999	\$0.059	\$0.055	\$0.050
1,000-2,499	\$0.058	\$0.054	\$0.049
2,500-4,999	\$0.054	\$0.050	\$0.047
5,000-9,999	\$0.052	\$0.049	\$0.045
10,000-49,999	\$0.050	\$0.047	\$0.043
50,000-99,999	\$0.049	\$0.045	\$0.041
100,000+	\$0.047	\$0.043	\$0.040

### 8.14 Cox Dedicated Toll Free Solutions III

Cox Dedicated TF Solutions III is a one-, two-, three- or five-year term dedicated toll free call plan. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. The call plan is available to new and existing Business Customers that choose Cox Local and Cox Toll Free. The plan covers the 48 contiguous states. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated toll free minutes of interstate and intrastate.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Domestic calls originating in the United States are billed in 6-second increments with a 6-second minimum. All calls originating in Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum. Calls that originate and terminate in Kansas will be assessed in whole minute increments as detailed below. All minutes-of-use charges are assessed based on the cumulative MOU's of interstate (continental United States) and intrastate usage.

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year
0-249	\$0.070	\$0.063	\$0.058
250-499	\$0.068	\$0.062	\$0.057
500-999	\$0.066	\$0.061	\$0.055
1,000-2,499	\$0.064	\$0.060	\$0.054
2,500-4,999	\$0.060	\$0.056	\$0.052
5,000-9,999	\$0.058	\$0.054	\$0.050
10,000-49,999	\$0.056	\$0.052	\$0.048
50,000-99,999	\$0.054	\$0.050	\$0.046
100,000+	\$0.052	\$0.048	\$0.044

#### 8.15 Cox Dedicated TF Enterprise III

Cox Dedicated TF Enterprise III is a one-, two-, three- or five-year term dedicated toll free call plan. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. The call plan is available to new and existing Business Customers that choose Cox for their Local, Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed internet service. The plan covers the 48 contiguous states. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated toll free minutes of interstate and intrastate.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Domestic calls originating in the United States are billed in 6-second increments with a 6-second minimum. All calls originating in Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum. Calls that originate and terminate in Kansas will be assessed in whole minute increments as detailed below. All minutes-of-use charges are assessed based on the cumulative MOU's of interstate (continental United States) and intrastate usage.

Minutes-Of-Use	1 Year	2 Year	3 or 5 Year
0-249	\$0.063	\$0.057	\$0.052
250-499	\$0.061	\$0.056	\$0.051
500-999	\$0.059	\$0.055	\$0.050
1,000-2,499	\$0.058	\$0.054	\$0.049
2,500-4,999	\$0.054	\$0.050	\$0.047
5,000-9,999	\$0.052	\$0.049	\$0.045
10,000-49,999	\$0.050	\$0.047	\$0.043
50,000-99,999	\$0.049	\$0.045	\$0.041
100,000+	\$0.047	\$0.043	\$0.040

### 8.16 Optional Calling Plans

#### Cox U.S. Savings Plan

This optional calling plan will provide Cox residential Customers a competitively price alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes all 50 states, Puerto Rico, and the U.S. Virgin Islands. The plan is a flat \$0.07 per minute all day, every day on direct dialed calls with a monthly recurring fee of \$3.95.

# Cox KS 785 Circle Calling:

A. General:

Where facilities exist and operating conditions permit, the Cox KS 785 Circle Calling offers Residential Customers in Company's service area a call plan that allows subscribers to call toll free via direct-dialed calling to anywhere within the 785 area code, subject to the conditions below.

B. Eligibility:

Residential Customers in Company's service area who subscribe to:

- 1. One flat-rated Residential Access Line,
- 2. Selection of Cox KS 785 Circle Calling,
- 3. Selection of Cox Long Distance for intra- and inter-LATA toll services.
- C. Terms and Conditions:
  - 1 The applicable monthly recurring charge for the Cox KS 785 Circle Calling will be billed in advance in accordance with this tariff as applicable to the payment of recurring charges for local exchange service.
  - 2 A Customer will not be assessed the Non-Optional EAS monthly recurring charge.
  - 3 The toll calls under this plan are direct-dialed from the Customer's designated line to any other local exchange customer within the 785 area code.
  - 4 The toll minutes included in this plan (1) shall apply exclusively to typical Residential direct-dialed calls, (2) have no cash value for refund purposes, (3) are not transferable or assignable, and (4) shall not apply to operator assisted, collect calls, calls billed to a third party or credit cards, calls to directory assistance, or calls made through per-use feature activation.
  - 5 For additional rates, terms, and conditions specific to interstate toll usage, refer to the Customer Services Agreement at http://www.cox.com/telephone/customerservicesagreement.asp.
- D. Rates and Charges: Monthly Recurring Charge Cox KS 785 Circle Calling

\$7.99

### 8.16 Optional Calling Plans

## Cox KS 620 Circle Calling:

A. General:

Where facilities exist and operating conditions permit, the Cox KS 620 Circle Calling offers Residential Customers in Company's service area a call plan that allows subscribers to call toll free via direct-dialed calling to anywhere within the 620 area code, subject to the conditions below.

### B. Eligibility:

Residential Customers in Company's service area who subscribe to:

- 1. One flat-rated Residential Access Line,
- 2. Selection of Cox KS 620 Circle Calling,
- 3. Selection of Cox Long Distance for intra- and inter-LATA toll services.
- C. Terms and Conditions:
  - 1 The applicable monthly recurring charge for the Cox KS 620 Circle Calling will be billed in advance in accordance with this tariff as applicable to the payment of recurring charges for local exchange service.
  - 2 A Customer will not be assessed the Non-Optional EAS monthly recurring charge.
  - 3 The toll calls under this plan are direct-dialed from the Customer's designated line to any other local exchange customer within the 620 area code.
  - 4 The toll minutes included in this plan (1) shall apply exclusively to typical Residential direct-dialed calls, (2) have no cash value for refund purposes, (3) are not transferable or assignable, and (4) shall not apply to operator assisted, collect calls, calls billed to a third party or credit cards, calls to directory assistance, or calls made through per-use feature activation.
  - 5 For additional rates, terms, and conditions specific to interstate toll usage, refer to the Customer Services Agreement at http://www.cox.com/telephone/customerservicesagreement.asp.
- D. Rates and Charges: Monthly Recurring Charge Cox KS 620 Circle Calling

\$7.99

### 8.16 Optional Calling Plans

### Cox KS 316 Circle Calling:

A. General:

Where facilities exist and operating conditions permit, the Cox KS 316 Circle Calling offers Residential Customers in Company's service area a call plan that allows subscribers to call toll free via direct-dialed calling to anywhere within the 316 area code, subject to the conditions below.

### B. Eligibility:

Residential Customers in Company's service area who subscribe to:

- 1. One flat-rated Residential Access Line,
- 2. Selection of Cox KS 316 Circle Calling,
- 3. Selection of Cox Long Distance for intra- and inter-LATA toll services.
- C. Terms and Conditions:
  - 1 The applicable monthly recurring charge for the Cox KS 316 Circle Calling will be billed in advance in accordance with this tariff as applicable to the payment of recurring charges for local exchange service.
  - 2 A Customer will not be assessed the Non-Optional EAS monthly recurring charge.
  - 3 The toll calls under this plan are direct-dialed from the Customer's designated line to any other local exchange customer within the 316 area code.
  - 4 The toll minutes included in this plan (1) shall apply exclusively to typical Residential direct-dialed calls, (2) have no cash value for refund purposes, (3) are not transferable or assignable, and (4) shall not apply to operator assisted, collect calls, calls billed to a third party or credit cards, calls to directory assistance, or calls made through per-use feature activation.
  - 5 For additional rates, terms, and conditions specific to interstate toll usage, refer to the Customer Services Agreement at http://www.cox.com/telephone/customerservicesagreement.asp.
- D. Rates and Charges: Monthly Recurring Charge Cox KS 316 Circle Calling

\$7.99

#### 8.16 Optional Calling Plans

## Cox U.S. 250 Savings Plan

This optional residential long distance calling plan provides Cox Customers a competitively price alternative for moderate users of long distance service. The optional calling plan is available to new and existing customers who select Cox Local and Cox Long Distance, both PIC and LPIC. The plan includes calls to all 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. The plan has a monthly recurring charge of \$15.00, which includes up to 250 minutes of intrastate and interstate usage. Additional minutes over the included 250 will be assessed \$0.07 per minute all day, everyday on direct dialed calls.

### Cox U.S. 500 Savings Plan

This optional residential long distance calling plan provides Cox Customers a competitively price alternative for substantial users of long distance service. The optional calling plan is available to new and existing customers who select Cox Local and Cox Long Distance, both PIC and LPIC. The plan includes calls to all 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. The plan has a monthly recurring charge of \$25.00, which includes up to 500 minutes of intrastate and interstate usage. Additional minutes over the included 500 will be assessed \$0.05 per minute all day, everyday on direct dialed calls.

## 8.16. Optional Calling Plans, cont'd.

#### Cox Business Solutions Calling Plan

The Cox Business Solutions Calling Plan (the "Plan") enables Business Customers who subscribe to Cox Local Service to receive reduced rates on their domestic long distance and toll free service based on the monthly call volume and the term commitment of the plan selected. No minimum usage obligations are associated with the Plan. The Customer must select Cox as their PIC and LPIC.

The Plan is available in one-, two-, three-, four-, or five-year term commitments. The term of the selected commitment will commence on the first day of the next complete billing month following the execution of the Customer Service Agreement that references this Plan.

The Plan is shared among a Business Customer's access lines that are presubscribed to Cox LD. The Plan is billed in 6-second increments and rounds up to the next highest 6-second increment for partial increments.

If the Customer terminates their Plan prior to the expiration of the selected term, or the Customer fails to meet all of the conditions under this Plan, Cox may, at its option, (i) re-rate the Customer's usage to the nearest qualifying term plan; or (ii) if terminated in the first year, re-rate the Customer's usage at the Standard Service Plan rate of \$0.10 per minute.

The Plan is an intrastate service and does not apply to the following calls, services or applications and cannot be used in conjunction with: Collect Calls; Calling Card; Calls to 555, 700, 900, 976 Services; Third Number Billed; Directory Assistance and Directory Assistance Call Completion; Repeat Call; Return Calls (per activation); Person-to-Person Calls; Intercept Call Completion; Operator Handled Calls; Three-Way Calling (per activation); Call Centers; Automatic Dialing Equipment.

# 8.16. Optional Calling Plans, cont'd.

#### Cox Business Solutions Calling Plan

Calls that originate and terminate in the State of Kansas will be assessed the following per Minute-of-Use ("MOU") rates based on cumulative minutes-of-use and term selected:

	TERM COMMITMENT				
Minutes-Of-Use	1 Year	2 Year	3 Year	4 Year	5 Year
	Per MOU	Per MOU	Per MOU	Per MOU	Per MOU
0-249	\$0.056	\$0.054	\$0.052	\$0.050	\$0.048
250-499	\$0.050	\$0.048	\$0.046	\$0.044	\$0.042
500-999	\$0.048	\$0.046	\$0.044	\$0.042	\$0.040
1,000-2,499	\$0.046	\$0.044	\$0.042	\$0.040	\$0.038
2,500-4,999	\$0.044	\$0.042	\$0.040	\$0.038	\$0.036
5,000-9,999	\$0.042	\$0.040	\$0.038	\$0.036	\$0.034
10,000-49,999	\$0.040	\$0.038	\$0.036	\$0.034	\$0.032
50,000-99,999	\$0.037	\$0.035	\$0.033	\$0.031	\$0.029
100,000+	\$0.034	\$0.032	\$0.030	\$0.028	\$0.026

### 8.16. Optional Calling Plans, cont'd.

#### Cox Business Enterprise Calling Plan

The Cox Business Enterprise Calling Plan (the "Plan") enables Business Customers to receive reduced rates on their domestic long distance and toll free service based on monthly call volume and the term commitment of the plan selected. No minimum usage obligations are associated with the Plan. The Plan is available to Cox Business Customers who (1) subscribe to Cox Local Service; (2) select Cox as their PIC and LPIC; and (3) subscribe to one of the following additional Cox Business Services:

	Cox Business Internet Service	•	Cox Private Line Service
-	Cox Metro Ethernet Service	•	Cox Business Video Service

The Plan is available in one-, two-, three-, four-, or five-year term comments. The term of the selected commitment will commence on the first day of the next complete billing month following the execution of the Customer Service Agreement that references this Plan.

The Minutes-of-Use ("MOUs") are cumulative across a Business Customer's access lines that are subscribed to the Plan. The Plan is billed in 6-second increments and rounds up to the next highest 6-second increment for partial increments.

If the Customer terminates their Plan prior to the expiration of the selected term, or the Customer fails to meet all of the conditions under this Plan, Cox may, at its option, (i) re-rate the Customer's usage to the nearest qualifying term plan; or (ii) if terminated in the first year, re-rate the Customer's usage at the Standard Service Plan rate of \$0.10 per minute.

The Plan is an intrastate service and does not apply to the following calls, services or applications and cannot be used in conjunction with: Collect Calls; Calling Card; Calls to 555, 700, 900, 976 Services; Third Number Billed; Directory Assistance and Directory Assistance Call Completion; Repeat Call; Return Calls (per activation); Person-to-Person Calls; Intercept Call Completion; Operator Handled Calls; Three-Way Calling (per activation); Call Centers; Automatic Dialing Equipment.

## 8.16. Optional Calling Plans, cont'd.

### Cox Business Enterprise Calling Plan

	TERM COMMITMENT				
Minutes-Of-Use	1 Year	2 Year	3 Year	4 Year	5 Year
	Per MOU	Per MOU	Per MOU	Per MOU	Per MOU
0-249	\$0.052	\$0.050	\$0.048	\$0.046	\$0.044
250-499	\$0.046	\$0.044	\$0.042	\$0.040	\$0.038
500-999	\$0.044	\$0.042	\$0.040	\$0.038	\$0.036
1,000-2,499	\$0.042	\$0.040	\$0.038	\$0.036	\$0.034
2,500-4,999	\$0.040	\$0.038	\$0.036	\$0.034	\$0.032
5,000-9,999	\$0.038	\$0.036	\$0.034	\$0.032	\$0.030
10,000-49,999	\$0.036	\$0.034	\$0.032	\$0.030	\$0.028
50,000-99,999	\$0.033	\$0.031	\$0.029	\$0.027	\$0.025
100,000+	\$0.030	\$0.028	\$0.026	\$0.024	\$0.022

### 8.17. Dedicated Long Distance Service

### 1. <u>General</u>

Dedicated outbound long distance service permits Business Customers, with substantial outbound call volumes, to complete calls to diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection from the Customer's premises to the Company's Point of Presence (POP). The dedicated facility would at a minimum be an Integrated DS-1 that provides a digital connection to the Customer.

# 2. <u>Terms and Conditions</u>

#### Minimum Service Period:

The minimum service period for Dedicated LD service is one year except where special construction is requested and in which case the minimum period may be longer. Special construction agreements require minimum commitment periods and are defined via contractual agreements.

### Minimum Facility Requirements:

The Dedicated LD minutes will be carried on an Integrated DS-1 facility. Integrated DS-1 facility allows a Customer to access multiple Company Services on the same facility. These facility arrangements are normally at minimum one-year commitments and are billed in advance of Service and reflect the rates in effect as of the date of the invoice. The non-recurring andmonthly recurring charges for the dedicated access facility are in addition to the usage rates detailed below for the dedicated LD product.

#### Facility Ordering:

In order to prevent interference or impairment of this service and any other service provided on the facility, the Customer must order an adequate number of access paths to handle the expected demand. The Customer should consider the following items when ordering the facility: (1) total call volume, (2) average call duration, (3) time-of-day sensitivity, and (4) busy hour.

#### 8.17. Dedicated Long Distance Service, cont'd.

# 2. <u>Terms and Conditions, cont'd</u>

Early Termination Charges:

If service is disconnected prior to the expiration of the term, early termination charges will apply for both the dedicated facility and dedicated LD usage.

a. Early Termination of the dedicated facility:

Customers who terminate service prior to the end of the service term as selected will be liable for the cancellation charge associated with all costs, fees and expenses incurred in connection with the dedicated facility and shall be calculated as follows:

- 1. all charges waived by the Company to establish the dedicated facility to Customer, plus
- 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3. all Monthly Recurring Charges associated with the dedicated facility for the unexpired balance of the current term.
- b. Early Termination of usage charges:

Customers who terminate service prior to the end of the service term as selected by Customer will be liable for a cancellation charge which shall be calculated as follows: Cox shall re-rate Customer's usage for services provided up to the date of termination by charging Customer the difference between the monthly rate for the service term selected by Customer and the rate for service applicable to the longest term plan for service the Customer could have satisfied prior to discontinuance and multiplying this difference by the number of minutes of service actually provided to Customer. All per-minute charges for each month shall be at the per-minute charge based on rate associated with Customer's highest MOU for the month. Cox bills in six-second increments and rounds up to the nearest six-second increment. If this Call Plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage as provided in this Section or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, which ever is greater.

### 8.17. Dedicated Long Distance Service, cont'd.

# 2. <u>Terms and Conditions, cont'd</u>

Customer Requirements: The Business Customer must select Cox as its local and long distance service provider.

# 3. <u>Rates and Charges</u>

# **Dedicated DS-1 Facility Charge:**

Dedicated DS-1 Facility Charges are billed monthly in advance. Term and volume discounts may apply.

	Monthly Recurring Charge	Non- Recurring Charge
Dedicated DS-1 Facility Charge, per facility	\$300.00	\$250.00

# **Dedicated LD Usage Charges:**

Usage charges are billed monthly in arrears. The usage rates charged to a Customer will be the rates in effect on the day the call was placed. Domestic calls are billed in 6-second increments with a 6-second minimum.

Rate per minute \$.15

#### 8.18. Dedicated Toll Free Service.

#### 1. <u>General</u>

Dedicated toll free (TF) service permits Business Customers, with substantial toll free call volume, to receive inbound calls from diverse service areas. Dedicated toll free service is distinguished from other services by the existence of a dedicated, special access connection from the Customer's premises to the Company's Point of Presence (POP). The dedicated facility would at a minimum be an Integrated DS-1 that provides a digital connection to the Customer.

# 2. <u>Terms and Conditions</u>

#### Minimum Service Period:

The minimum service period for Dedicated TF service is one year except where special construction is requested and in which case the minimum period may be longer. Special construction agreements require minimum commitment periods and are defined via contractual agreements.

#### Minimum Facility Requirements:

The Dedicated TF minutes will be carried on an Integrated DS-1 facility. An Integrated DS-1 facility allows a Customer to access multiple Company Services on the same facility. These facility arrangements are normally at minimum one-year commitments and are billed in advance of Service and reflect the rates in effect as of the date of the invoice. The non-recurring andmonthly recurring charges for the dedicated access facility are in addition to the usage rates detailed below for the dedicated TF product.

#### Facility Ordering:

In order to prevent interference or impairment of this service and any other service provided on the facility, the Customer must order an adequate number of access paths to handle the expected demand. The Customer should consider the following items when ordering the facility: (1) total call volume, (2) average call duration, (3) time-of-day sensitivity, and (4) busy hour.

#### 8.18. Dedicated Toll Free Service, cont'd.

# 2. <u>Terms and Conditions, cont'd.</u>

Early Termination Charges:

If service is disconnected prior to the expiration of the term, early termination charges will apply for both the dedicated facility and dedicated TF usage.

c. Early Termination of the dedicated facility:

Customers who terminate service prior to the end of the service term as selected will be liable for the cancellation charge associated with all costs, fees and expenses incurred in connection with the dedicated facility and shall be calculated as follows:

- 1. all charges waived by the Company to establish the dedicated facility to Customer, plus
- any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3. all Monthly Recurring Charges associated with the dedicated facility for the unexpired balance of the current term.
- a. Early Termination of usage charges:

Customers who terminate service prior to the end of the service term as selected by Customer will be liable for a cancellation charge which shall be calculated as follows: Cox shall re-rate Customer's usage for services provided up to the date of termination by charging Customer the difference between the monthly rate for the service term selected by Customer and the rate for service applicable to the longest term plan for service the Customer could have satisfied prior to discontinuance and multiplying this difference by the number of minutes of service actually provided to Customer. All per-minute charges for each month shall be at the per-minute charge based on rate associated with Customer's highest MOU for the month. Cox bills in six-second increments and rounds up to the nearest six-second increment. If this Call Plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage as provided in this Section or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, which ever is greater.

#### 8.18. Dedicated Toll Free Service, cont'd.

# 2. <u>Terms and Conditions, cont'd.</u>

Customer Requirements: The Business Customer must select Cox as its local and toll free service provider.

# 3. <u>Rates and Charges</u>

# **Dedicated DS-1 Facility Charge:**

Dedicated DS-1 Facility Charges are billed monthly in advance. Term and volume discounts may apply.

	Monthly Recurring Charge	Non- Recurring Charge
Dedicated DS-1 Facility Charge, per facility	\$300.00	\$250.00

# **Dedicated TF Usage Charges:**

Usage charges are billed monthly in arrears. The usage rates charged to a Customer will be the rates in effect on the day the call was placed. Domestic calls are billed in 6-second increments with a 6-second minimum.

Rate per minute \$.15

#### 8.18. Dedicated Toll Free Service, cont'd.

# 3. <u>Rates and Charges</u>

### **Charges for Dialed Number Identification Service (DNIS)**

DNIS permits dedicated Customers with multiple toll-free numbers that terminate on the same facilities the ability to determine which toll-free number the caller dialed when receiving toll-free calls. Identification is achieved through out-pulsed digits from the Company network to the Customer's facilities. Customers will furnish the Company with the digits desired for each toll-free number. The Change Charge will apply to any reconfiguration of out-pulsed digits, to the cancellation of this feature, or to the cancellation of the toll-free service number with which the feature has been associated.

Non-Recurring Charge: Monthly Recurring Charge: Change Charge:

\$35.00 per toll free number\$ 0.00 per toll free number\$15.00 per change

### Charge for Real Time ANI Delivery

This feature enables the Customer to have calls to a Company toll-free service number forwarded to their location with the callers ANI (ten digit billing telephone number) as part of the call setup. Customers must have their own equipment for reading ANI digits passed on from the Company network. Full 10-digit ANI is provided whenever passed on from the originating Local Exchange Carrier. ANI is sent via in-band signaling.

Non-Recurring Charge:	\$35.00 per toll free number
Monthly Recurring Charge:	\$ 0.00 per toll free number
Change Charge:	\$15.00 per change