### THE STATE CORPORATION COMMISSION

### OF THE STATE OF KANSAS

**Before Commissioners:** 

Jay Scott Emler, Chair Shari Feist Albrecht Pat Apple

)

)

)

)

)

IN THE MATTER OF THE APPLICATION OF BOOMERANG WIRELESS, LLC FOR EXPANDED SERVICE AREA AS A WIRELESS ETC IN THE STATE OF KANSAS (LOW INCOME ONLY)

DOCKET NO. <u>16-BOWZ-437-ETC</u>

### APPLICATION OF BOOMERANG WIRELESS, LLC FOR EXPANDED SERVICE AREA AS A WIRELESS ELIGIBLE TELECOMMUNICATIONS CARRIER IN THE STATE OF KANSAS (LOW INCOME ONLY)

H. Philip Elwood Richard Raimond Goodell, Stratton, Edmonds & Palma, LLP 515 S. Kansas Avenue Topeka, KS 66603-3999 Telephone: (785) 233-0593 Facsimile: (785) 233-8870 Email: pelwood@gseplaw.com

Stanley Q. Smith J. Andrew Gipson Jones Walker LLP 190 E. Capitol Street, Suite 800 (39201) P. O. Box 427 Jackson, Mississippi 39205-0427 Telephone: (601) 949-4900 Facsimile: (601) 949-4804 <u>ssmith@joneswalker.com</u> <u>agipson@joneswalker.com</u>

Counsel for Boomerang Wireless, LLC

### THE STATE CORPORATION COMMISSION

### OF THE STATE OF KANSAS

Before	<b>Commissioners:</b>	

Jay Scott Emler, Chair Shari Feist Albrecht Pat Apple

)

)

)

)

)

IN THE MATTER OF THE APPLICATION OF BOOMERANG WIRELESS, LLC FOR EXPANDED SERVICE AREA AS A WIRELESS ETC IN THE STATE OF KANSAS (LOW INCOME ONLY)

DOCKET NO.

### APPLICATION OF BOOMERANG WIRELESS, LLC FOR EXPANDED SERVICE AREA AS A WIRELESS ELIGIBLE TELECOMMUNICATIONS CARRIER IN THE STATE OF KANSAS (LOW INCOME ONLY)

COMES NOW Boomerang Wireless, LLC d/b/a enTouch Wireless ("Boomerang" or the "Company"), by and through its undersigned counsel, and, pursuant to Section 214(e)(2) of the Telecommunications Act of 1996 (the "1996 Act"), 47 U.S.C. § 214(e)(2), the Federal Communications Commission's ("FCC") Universal Service Rules, 47 C.F.R. §§ 54.101 through 54.207 (the "FCC Rules"), and the October 2, 2006, Order in Docket No. 06-GIMT-446-GIT of the State Corporation Commission of the State of Kansas (the "Commission") and hereby requests Commission approve an expanded service area in which Boomerang is designated as an Eligible Telecommunications Carrier ("ETC") in the State of Kansas as set forth in **Exhibit "A"** attached hereto (the "Expanded Service Area"). By Order dated March 13, 2013, in Docket No. 13-BOWZ-121-ETC, Boomerang was designated by the Commission as an ETC in the exchanges of Southwestern Bell Telephone Company d/b/a AT&T Kansas as well as the study areas and the rural exchanges of certain other Incumbent Local Exchange Carriers ("ILECs") (the "Designation Order"). At the time of the Designation Order, the Company's underlying carriers included only Sprint and Verizon. Since the date of the Designation Order, the Company has obtained access to the AT&T network via its Mobile Virtual Network Enabler ("MVNE") and, therefore, has expanded its coverage area throughout the state. Boomerang hereby requests the Commission approve its Expanded Service Area set forth in **Exhibit "A"** for the purpose of receiving federal and state low-income universal service support for prepaid wireless services, specifically Lifeline. Boomerang plans to offer Lifeline service in all areas in Kansas that are served by its underlying carriers Sprint, Verizon, T-Mobile and AT&T; and, therefore, it requests designation statewide in all exchanges to the extent that its underlying carriers have facilities and coverage.

Boomerang respectfully requests that the Commission grant this Application and that it do so expeditiously so that Boomerang may provide wireless service to low income households in the Expanded Service Area as soon as possible. In further support of its Application, Boomerang states as follows:

### I. GENERAL INFORMATION.

**A.** Boomerang Wireless, LLC is an Iowa limited liability company with its principal offices located at 955 Kacena Road, Suite A, Hiawatha, Iowa 52233. A copy of Boomerang's Articles of Incorporation are on file with the Commission in Docket No. 13-BOWZ-121-ETC and incorporated herein by reference.

**B.** Correspondence or communications pertaining to this Application should be directed to Boomerang's attorneys of record:

Stanley Q. Smith J. Andrew Gipson Jones Walker LLP 190 E. Capitol Street, Suite 800 (39201) P. O. Box 427 Jackson, Mississippi 39205-0427 Telephone: (601) 949-4900 Facsimile: (601) 949-4804 E-mail: <u>ssmith@joneswalker.com</u>

### agipson@joneswalker.com

**C.** Questions concerning the ongoing operations of Boomerang should be directed to:

Kimberley Lehrman, President Boomerang Wireless, LLC 955 Kacena Road, Suite A Hiawatha, Iowa 52233 Telephone: (319) 573-1678 Facsimile: (319) 294-6081 Email: klehrman@readywireless.com

**D.** The Company has been granted ETC designation in 24 States: Arizona, Arkansas, California, Colorado, Georgia, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, Texas, Kansas West Virginia, and Wisconsin. Boomerang also has applications pending in 17 jurisdictions for designation as an ETC on a wireless basis for federal support for Lifeline services.<sup>1</sup> Boomerang has never been denied ETC designation by any state commission or by the FCC in connection with any state.

**E.** Boomerang was previously designated as an ETC by the Commission and has been operating as a wireless ETC in the State of Kansas since 2013, in compliance with the Commission's conditions. Upon approval of the Expanded Service Area, Boomerang will continue to comply with each of the conditions set forth in the Commission's Order dated March 3, 2013, in Docket No. 13-BOWZ-121-ETC.

<sup>&</sup>lt;sup>1</sup> Boomerang has ETC applications currently pending before state commissions in Hawaii, Massachusetts, New Jersey, New Mexico, Pennsylvania, and South Dakota. In addition, Boomerang has a pending petition before the FCC for granting ETC designations in Alabama, Connecticut, Delaware, The District of Columbia, Florida, Maine, New Hampshire, New York, North Carolina, Tennessee and Virginia, WC Docket No. 09-197 (filed Dec. 29, 2010).

### II. BACKGROUND.

Section 214(e)(2) of the 1996 Act<sup>2</sup> provides that:

A State commission shall upon its own motion or upon request designate a common carrier that meets the requirements of paragraph (1) as an eligible telecommunications carrier for a service area designated by the State commission. Upon request and consistent with the public interest, convenience, and necessity, the State commission may, in the case of an area served by a rural telephone company, and shall, in the case of all other areas, designate more than one common carrier as an eligible telecommunications carrier for a service area designated by the State commission, so long as each additional requesting carrier meets the requirements of paragraph (1). Before designating an additional eligible telecommunications carrier for an area served by a rural telephone company, the State commission shall find that the designation is in the public interest.

Section 214(e)(1) of the 1996 Act<sup>3</sup> provides:

A common carrier designated as an eligible telecommunications carrier under paragraph (2), (3), or (6) shall be eligible to receive universal service support in accordance with section 254 of this title and shall, throughout the service area for which the designation is received—

(A) offer the services that are supported by Federal universal service support mechanisms under section 254(c) of this title, either using its own facilities or a combination of its own facilities and resale of another carrier's services (including the services offered by another eligible telecommunications carrier); and

(B) advertise the availability of such services and the charges therefor using media of general distribution.

Pursuant to 47 U.S.C. § 214(e)(2), the Commission has the statutory authority to

designate a common carrier as an ETC that offers the services supported by federal Universal

Service Fund support mechanisms and advertises "the availability of such services and the

charges therefore using media of general distribution."<sup>4</sup> As noted in Section 214(e)(2) of the

1996 Act, the Commission has the authority to designate the service area for each ETC.

<sup>&</sup>lt;sup>2</sup> 47 U.S.C. § 214(e)(2).

<sup>&</sup>lt;sup>3</sup> 47 U.S.C. § 214(e)(1).

<sup>&</sup>lt;sup>4</sup> 47 C.F.R. § 54.201(d)(2).

# III. BOOMERANG HAS ALREADY BEEN GRANTED DESIGNATION AS AN ETC IN THE STATE OF KANSAS

Boomerang was designated by the Commission as an ETC on March 13, 2013, in Docket No. 13-BOWZ-121-ETC upon recommendation by the Staff of the Commission ("Staff"). In connection with the Commission's approval of Boomerang's Application for Designation as an ETC, the Staff and the Commission considered the facts and matters set forth in the Application, including information regarding the Company's organization, officers and managerial experience, financial and technical requirements, Boomerang's FCC-approved Compliance Plan, advertising samples, terms of service, and information regarding handsets provided by Boomerang. In addition, the Staff and Commission reviewed Boomerang's commitment to providing the required services, and to complying with Kansas service quality standards and verification and certification procedures, as well as the FCC's additional eligibility requirements, consumer protection standards, and annual reporting requirements. Boomerang hereby reaffirms its compliance with and commitment to each of the foregoing requirements.

Since the Commission has already determined that the Company meets the requirements of an ETC in Kansas, the present Application is limited to whether Boomerang's service area should be expanded to include the Expanded Service Area attached hereto as **Exhibit "A."** As demonstrated below, Boomerang's Application for Expanded Service Area serves the public interest as outlined by the FCC.<sup>5</sup>

<sup>&</sup>lt;sup>5</sup> See Federal-State Joint Board on Universal Service, *Report and Order*, CC Docket No. 96-45, 20 FCC Rcd 6371, ¶ 40-43 (Rel, March 17, 2005).

### IV. APPROVAL OF THE EXPANDED SERVICE AREA IS IN THE PUBLIC INTEREST OF THE STATE OF KANSAS AND ITS LOW-INCOME TELECOMMUNICATIONS END-USERS

# A. Wireless ETCs *Per Se* Promote the Public Interest in Non-Rural ILEC Areas

The FCC has determined that while "[d]esignation of competitive ETCs promotes and benefits consumers...by increasing customer choice," designation must include "an affirmative determination that such designation is in the public interest regardless of whether the applicant seeks designation in an area served by a rural or non-rural carrier."<sup>6</sup> In areas served by non-rural ILECs, the 1996 Act does not require a separate public interest finding. The FCC has previously held that designating a competitor as an ETC in areas served by non-rural ILECs is *per se* in the public interest.<sup>7</sup>

In this Application for Expanded Service Area, Boomerang seeks designation as an ETC in areas served by both rural and non-rural ILECs in Kansas. Although Boomerang is seeking ETC designation in areas typically served by wireline carriers, Boomerang's designation as an ETC will provide a valuable alternative to the existing telecommunications services currently available in these areas.

# B. Approval of Boomerang's Expanded Service Area as an ETC Serves the Public Interest

Boomerang submits that the public interest benefits of designating Boomerang as an ETC include 1) a larger local calling area and expanded coverage area via multiple underlying carriers (as compared to traditional wireline carriers and single wireless carriers); 2) the convenience, portability, and security afforded by mobile telephone service; 3) the opportunity for customers

<sup>&</sup>lt;sup>6</sup> See Federal-State Joint Board on Universal Service, 20 FCC Rcd 6371, ¶ 42 (2005).

<sup>&</sup>lt;sup>7</sup> See Cellco Partnership, 16 FCC Rcd, at 45.

to control cost by receiving a pre-set amount of flat-rate monthly airtime; 4) the ability to purchase additional low-cost usage at multiple convenient locations in the event that included usage has been exhausted; 5) the ability of users to use the supported service to send and receive "SMS" or text messages as well as the option to send data and access the public internet; and 6) 911 and, where available, enhanced 911 service in accordance with current FCC requirements. In addition, the inclusion of domestic telephone toll calling as a part of Boomerang's flat-rate wireless offering allows consumers to avoid the risks of becoming burdened with significant and unexpected per-minute charges for domestic telephone toll and overage charges. These perminute overruns form the basis of a substantial number of consumer complaints to state and federal regulators. Accordingly, Boomerang's offerings will help to reduce this burden on public utility regulatory boards by obviating the cause for such complaints.

### C. Grant of Boomerang's ETC Status is Consistent with the FCC's Additional Public Interest Factors

The FCC has also identified factors that are to be considered in determining whether designation of additional ETCs will serve the public interest and whether the benefits of an additional ETC would outweigh potential harms. These factors include: 1) the benefits of increased competitive choice; and 2) the unique advantages of the applicant company's service offerings.<sup>8</sup> Boomerang affirms that its ETC designation meets these criteria as described below.

### 1. The Benefits of Increased Competitive Choice

The FCC has long acknowledged the benefits to consumers of being able to choose from a variety of telecommunications providers and the resulting variety of telecommunications services they provide.<sup>9</sup> This is of particular interest in cases where wireless providers like

<sup>&</sup>lt;sup>8</sup> 47 U.S.C. § 54.202(c).

<sup>&</sup>lt;sup>9</sup> See e.g. Specialized Common Carrier Services, 29 FCC2d 870 (1971).

Boomerang seek to provide service as an alternative to the ILEC. In the *Highland Cellular* case, the FCC recognized and affirmed that some households may not have access to the public switched network as provided by the ILEC.<sup>10</sup> The availability of a wireless competitor benefits all consumers. The availability of a wireless competitor benefits consumers who routinely drive long distances to attend work or school or to accomplish everyday tasks such as shopping or attending community and social events. The wireless service offered by Boomerang will provide these consumers with a convenient and affordable alternative to traditional telecommunications service that can be used while at home and away from home.

Added together, Boomerang expects these additional competitive advantages to create an atmosphere that will cause many qualified consumers, at their option, to select Boomerang's low-income wireless Lifeline service in lieu of the more traditional wireline or wireless services.

Designation of Boomerang as an ETC also creates competitive pressure for other wireline and wireless providers within the proposed Expanded Service Area. In order to remain competitive in low-income markets, therefore, all carriers will have greater incentives to improve networks, increase service offerings and lower prices. This results in improved consumer services and, consistent with federal law, benefits consumers by allowing Boomerang to offer the services designated for support at rates that are "just, reasonable, and affordable."<sup>11</sup>

### 2. Unique Advantages of Boomerang's Service Offerings

Boomerang will offer a unique, easy to use, competitive and highly affordable wireless telecommunications service, which it will make available to qualified consumers who either have no other service alternatives or who choose a wireless prepaid solution in lieu of more traditional

<sup>&</sup>lt;sup>10</sup> Federal-State Joint Bd. on Universal Serv., Highland Cellular, Inc., *Memorandum Opinion and Order*, 19 F.C.C.R. 6422 (2004).

<sup>&</sup>lt;sup>11</sup> 47 U.S.C. § 254(b)(1).

services. Boomerang's standard customer terms and conditions in connection with its wireless service offerings can be found at <u>www.enTouchwireless.com</u>.

Boomerang will announce and advertise telecommunications services as an ETC in its Expanded Service Area and will publicize the availability of Lifeline services in a manner reasonably designed to reach those likely to qualify for those services. Accordingly, more low-income Kansas residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to Boomerang's service. The Company is aware that the Commission, through its decision in Docket No. 06-GIMT-446-GIT, requires all competitive ETCs to include contact information for the Commission's Office of Public Affairs and Consumer Protection it its advertisements. An updated sample of Boomerang's planned advertising in the Expanded Service Area is attached hereto as **Exhibit "B."** 

Boomerang will provide universal service as an ETC in all of its Expanded Service Area.

Boomerang will provide equal access to long distance carriers, to the extent to which it is able to do so.

Boomerang offers a local usage plan comparable to that offered by the ILEC in the Expanded Service Area for which it seeks designation.

Boomerang's Lifeline service is available with no credit check, deposit requirement, minimum service periods, or early termination fees. These services will be an attractive and affordable alternative to all consumers, without regard to age, residency, or credit worthiness.

**D. Boomerang's Prepaid Wireless Lifeline Plans** Boomerang will provide competitive wireless services throughout its Service Area in the State of Kansas. Under Boomerang's Lifeline Service Plan, qualified Lifeline customers who reside in Kansas will be

9

provided with the following optional plans, built on a base plan, with four options for acquiring a device:

**<u>250 Free Minute Plan</u>**: (Base plan) 250 units and 10 MB of data per month. This plan offers 250 minutes (where 1 minute equals 1 unit and 1 text equals 1 unit), for voice and text. Lifeline free minutes are automatically posted each month on the Lifeline customer's service. There are no rollover of minutes.

Lifeline Upgrade Data Plan: This plan includes 250 units per month (without rollover) in which 1 minute equals 1 unit and 1 text equals 1 unit, as well as 250 MB of data per month. The plan differs depending on the device: (1) for customers who bring their own device, they will pay a \$5 line fee for 90 days of service; (2) for customers who wish to purchase an entry-level smart phone from Boomerang, they can pay \$25 for the phone, and the \$5 fee will be waived for the first 90 days; after the first 90 days, the \$5 fee for 90 days will apply; (3) for customers who wish to purchase an iPhone 4 or equivalent, they can pay \$50 for the phone, and the \$5 fee will be waived for the first 90 days; after the first 90 days; after the first 90 days, the \$5 fee for 90 days of service will apply. Should a customer not wish to renew on the 90-day plan for \$5, the plan will convert to the 250 Free Minute plan. The 250 Free Minute plan will provide 250 units per month and 10 MB of data per month.

<u>**Tribal 1,100 Free Minute Plan**</u>: Boomerang will offer qualified consumers who are eligible for the tribal subsidy the Tribal 1,100 Free Minute Plan, which is the Tribal base plan. Lifeline is a component of one of four separate federal universal service fund mechanisms<sup>12</sup> known as the "low-income" support mechanism<sup>'13</sup> and is defined in 47 C.F.R. § 54.401 as "a

<sup>&</sup>lt;sup>12</sup> 47 C.F.R. § 54.8(a)(1); See "Definitions" at second sentence.

<sup>&</sup>lt;sup>13</sup> 47 C.F.R. § 54.8(a)(1); See "Definitions" at first sentence.

retail local service offering" "available only to qualified low-income consumers" "for which qualifying low-income consumers pay reduced charges as a result of application of the Lifeline support amount" that includes the services or functionalities enumerated in § 54.401, which Boomerang will use to "[m]ake available Lifeline service...to qualifying low-income consumers".<sup>14</sup> Boomerang's wireless Lifeline offering will provide eligible customers with 1,100 voice or text units and 100 MB of data per month.<sup>15</sup> This plan offers 1,100 minutes (where 1 minute equals 1 unit and 1 text equals 1 unit), for voice and text. Lifeline free minutes are automatically posted each month on the Lifeline customer's service. There are no rollover of minutes. This plan is only available to eligible applicants residing on Tribal lands. The additional minutes that exceed those offered in the 250 Free Minute plan (described above) is due to the additional \$25.00 per month in Lifeline support to qualifying low-income consumers living on Tribal lands.

Tribal Lifeline Upgrade Data Plan: This plan is for eligible customers that reside on Tribal lands. This new Tribal Lifeline Upgrade Data plan will include 1,100 units (voice or text) without rollover in which 1 minute equals 1 unit and 1 text equals 1 unit, as well as 500 MB of data. The plan also differs depending on the device: (1) customers can pay \$5 for 90 days of service, and will receive a free entry-level smartphone; or (2) customers can pay a one-time \$25 fee for an iPhone 4 or equivalent, with the \$5 line fee waived for the first 90 days, and a \$5 fee for 90 days after that. Also for this Tribal plan, if a customer chooses not to renew the paid plan,

<sup>&</sup>lt;sup>14</sup> 47 C.F.R. §§ 54.401(a)(1), 54.401(a)(2), 54.401(a)(3), 54.405(a).

<sup>&</sup>lt;sup>15</sup> This is an increase on Boomerang's present unit and data allocation of 1,000 units and 10 MB respectively. In addition to new subscribers, all existing Tribal plan subscribers in Kansas will automatically receive the increase when it goes into effect.

he or she will be converted to a Tribal 1,100 Free Minute plan. The Tribal 1,100 Free Minute plan will provide 1,100 units and 100 MB of data per month.

Boomerang has a proven track record of tribal engagement and service to Native American populations residing on tribal lands. The Company currently serves tribes in the states of Arizona, Iowa, Kansas, Michigan, Minnesota, North Dakota, Oklahoma, Washington and Wisconsin. With its experience serving tribal communities in other states, Boomerang is well aware of and attuned to the telecommunications needs of Native American populations throughout the continental United States.

The terms and conditions of its voice telephony service plans offered to Lifeline subscribers are detailed on page 23 of the Compliance Plan on file with the Commission, and in the updated Terms of Service attached hereto as **Exhibit "C."** 

With respect to Boomerang's Tribal Lifeline Service Plan, Boomerang meets each of the general requirements for designation as an ETC in the State of Kansas for the purposes of providing wireless Lifeline services to qualifying residents.

In addition, Boomerang meets the requirements for providing services to residents on Tribal lands in the State of Kansas. In its USF/ICC Transformation Order, the FCC adopted Tribal engagement requirements for all eligible telecommunications carriers (ETCs) either currently serving or seeking to serve Tribal lands. The FCC observed that engagement between Tribal governments and communications providers is vitally important to the successful deployment of, and provision of, service on Tribal lands. The Tribal engagement requirements ensure that ETCs demonstrate on an annual basis that they have meaningfully engaged with Tribal governments in their Universal Service supported areas.

At a minimum, the USF/ICC Order requires discussion with Tribes to include: (1) a needs assessment and deployment planning with a focus on Tribal community anchor

12

institutions; (2) feasibility and sustainability planning; (3) marketing services in a culturally sensitive manner; (4) rights of way processes, land use permitting, facilities siting, and an environmental and cultural preservation review processes; and (5) compliance with Tribal business and licensing requirements. Boomerang has successfully implemented the applicable Tribal engagement procedures in Kansas and several other States, and is committed to meaningful engagement within the proposed Tribal Service Area within the State of Kansas. Boomerang is fully committed to follow the FCC's guidance concerning Tribal engagement, which may be found at the following link:

### http://hraunfoss.fcc.gov/edocs\_public/attachmatch/DA-12-1165A1.pdf

If reasonably and fairly required by the Commission to adjust its service plans to achieve comparability in order to meet standards in the public interest, Boomerang commits to making any such adjustment. All low-income universal service support will be used to allow Boomerang to provide the service with no monthly recurring charge, thus ensuring that consumers receive the full benefit of the universal service support funding for which Boomerang will seek reimbursement. In the event that all airtime has been used, Lifeline customers will also have the capability of purchasing additional airtime in the various denominations set forth on pages 22-23 of the Compliance Plan. Boomerang will not deduct airtime minutes for calls by Lifeline customers with service addresses for Lifeline service in Kansas, to Boomerang's Customer Service (via 611 or other designated toll-free access dialing) and calls from Boomerang's Customer Service to such Lifeline customers to address billing, customer care and customer service issues.

Airtime replenishment cards will be made available at many retail outlets frequented by low-income customers throughout the Expanded Service Area such as CVS, Dollar General, Walgreens, Seven-Eleven, Fred's, Rite Aid, as well as from Boomerang's website.

13

The wireless plan will also include a free handset and the following custom calling features:

- (a) Caller ID;
- (b) Call Waiting;
- (c) Call Forwarding;
- (d) 3-Way Calling; and
- (e) Voicemail.

Under Boomerang's proposed low-income wireless offering, each eligible wireless customer will receive a 911 compliant handset at no cost to the subscriber. Attached hereto as **Exhibit "D"** is updated information regarding the handsets issued by Boomerang to its customers. Wireless handsets will be delivered at no charge to qualifying customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline.

# E. Approval of Boomerang's Expanded Service Area as an ETC Will Benefit Low Income Consumers in the State of Kansas.

Under the FCC Rules, an ETC applicant must demonstrate that it will satisfy applicable consumer protection and service quality standards.<sup>16</sup> Boomerang will satisfy all such standards. As part of its certification requirements for providing local exchange services, Boomerang must abide by the service quality and consumer protection rules. Boomerang in general commits to satisfying all such applicable state and federal requirements related to consumer protection and service quality standards.

<sup>&</sup>lt;sup>16</sup> 47 C.F.R. §54.202(a)(3), 62 Fed. Reg. 15,978 at Para 28.

Under the FCC Rules, an ETC applicant must demonstrate its ability to remain functional in emergency situations.<sup>17</sup> Boomerang is committed to providing and maintaining essential telecommunications services in times of emergency. In particular, Boomerang maintains a reasonable amount of back-up power to ensure the functionality of its service without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations. More specifically, Boomerang's switching facilities are located in an SAS70 Type II certified datacenter facility with redundant power and network connectivity and a dedicated diesel generator. In addition, Boomerang relies in combination on certain facilities of its underlying CMRS providers who maintain a reasonable amount of back-up power to ensure the functionality of its service without an external power source. In instances of power outages, priority is set based upon traffic, cell site location and time of day.

In addition, designation of the Company as an ETC on a wireless basis will make Lifeline discounts available to many more Kansas residents. This provision of Lifeline discounts is particularly valuable to low-income customers in the wireless field, where, to Boomerang's knowledge, there are a limited number of wireless providers offering USF supported service and even fewer offering the same with absolutely no monthly recurring charge to the end-user. As such, the service for which Boomerang seeks ETC status is unique.

Inclusion of Boomerang's wireless service in the Lifeline program will serve the public interest by increasing participation of qualified consumers in those programs, thereby contributing to an overall increase in the number of Kansas residents receiving Lifeline service and an increase to the amount of federal USF dollars benefiting Kansas residents.

<sup>&</sup>lt;sup>17</sup> 47 C.F.R. § 54.202(a)(2); USF Order at Para 25.

Finally, inclusion of Boomerang's wireless service in the Lifeline program will serve the public interest by furthering the extensive role that Boomerang believes it will play in the provision of communications service to low-income consumers, transient users, and other consumers who, due to the restrictive credit criteria, deposit requirements, and long-term commitments of traditional service providers, are off network and, without any viable alternative, are likely to remain so.

### CONCLUSION

Having demonstrated that this Application satisfies the public and universal service interests of the telecommunications consumers of the State of Kansas, Boomerang respectfully requests that the Commission approve this Application for Expanded Service Area for the provision of Lifeline support on a wireless basis throughout Boomerang's Expanded Service Area as set forth in **Exhibit "A,"** to include all exchanges to the extent that its underlying carriers Sprint, Verizon, T-Mobile and AT&T have facilities and coverage throughout the State of Kansas (Low Income Only).

Respectfully submitted,

#### **BOOMERANG WIRELESS, LLC**

By: <u>s/ Richard J. Raimond</u> H. Philip Elwood – KS Bar No. 02321 Richard J. Raimond – KS Bar No. 22688 Goodell, Stratton, Edmonds & Palmer, LLP 515 S. Kansas Avenue Topeka, KS 66603-3999 Tel: (785) 233-0593 Fax: (785) 233-8870 <u>pelwood@gseplaw.com</u> <u>rraimond@gseplaw.com</u>

> Stanley Q. Smith J. Andrew Gipson Jones Walker, LLP 190 E. Capitol Street, Suite 800 (39201)

P. O. Box 427 Jackson, MS 39205-0427 Tel: (601) 949-4900 Fax: (601) 949-4804 agipson@joneswalker.com ssmith@joneswalker.com

## **EXHIBITS**

- Exhibit A Expanded Service Area
- Exhibit B Sample Advertising
- Exhibit C Terms of Service
- Exhibit D Handset Information

# **EXHIBIT A:**

**Expanded Service Area** 

STATE	SHORT SWITCH	OCN_NAME	CATEGO
KS	HOMEKSXA	BLUE VALLEY TELE-COMMUNICAITONS, INC.	ILEC
KS	HOMEKSXA	BLUE VALLEY TELE-COMMUNICAITONS, INC.	ILEC
KS	HOMEKSXA	BLUE VALLEY TELE-COMMUNICAITONS, INC.	ILEC
KS	HOMEKSXA	BLUE VALLEY TELE-COMMUNICAITONS, INC.	ILEC
KS	HOMEKSXA	BLUE VALLEY TELE-COMMUNICAITONS, INC.	ILEC
KS	HOMEKSXA	BLUE VALLEY TELE-COMMUNICAITONS, INC.	ILEC
KS	HOMEKSXA	BLUE VALLEY TELE-COMMUNICAITONS, INC.	ILEC
KS	HOMEKSXA	BLUE VALLEY TELE-COMMUNICAITONS, INC.	ILEC
KS	HOMEKSXA	BLUE VALLEY TELE-COMMUNICAITONS, INC.	ILEC
KS	HOMEKSXA	BLUE VALLEY TELE-COMMUNICAITONS, INC.	ILEC
KS	HOMEKSXA	BLUE VALLEY TELE-COMMUNICAITONS, INC.	ILEC
KS	HOMEKSXA	BLUE VALLEY TELE-COMMUNICAITONS, INC.	ILEC
KS	AMRCKSXA	BLUESTEM TELEPHONE COMPANY	ILEC
KS	AMRCKSXA	BLUESTEM TELEPHONE COMPANY	ILEC
KS	AMRCKSXA	BLUESTEM TELEPHONE COMPANY	ILEC
KS	ALMANEXG	CITIZENS TELECOM OF NE LLC DBA FRONTIER COM OF NE	ILEC
KS	CLMBKSXA	COLUMBUS TELEPHONE CO.	ILEC
KS	CNGVKSXA	COUNCIL GROVE TELEPHONE CO.	ILEC
KS	ARMAKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	ARMAKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	ARMAKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	BRTLKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	CLMBKSXB	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	CLMBKSXB	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	CLMBKSXB	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	CLNYKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	EDNAKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	GLBGKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	GRRDKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	GRRDKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	GRRDKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	GRRDKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	GRRDKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	GRRDKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	GRRDKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	GRRDKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	GRRDKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	GRRDKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	PLTNKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	PLTNKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	UNTWKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	UNTWKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	UNTWKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	UNTWKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	UNTWKSXA	CRAW - KAN TELEPHONE COOPERATIVE, INC KANSAS	ILEC
KS	ASBRMOXA	CRAW - KAN TELEPHONE COOPERATIVE, INC MISSOURI	ILEC
KS	GLELKSXA	CUNNINGHAM TELEPHONE CO., INC.	ILEC
KS	GLELKSXA	CUNNINGHAM TELEPHONE CO., INC.	ILEC
KS	GLELKSXA	CUNNINGHAM TELEPHONE CO., INC.	ILEC
KS	GLELKSXA	CUNNINGHAM TELEPHONE CO., INC.	ILEC
KS	GLELKSXA	CUNNINGHAM TELEPHONE CO., INC.	ILEC
KS <b>KS</b>	GLELKSXA EKHTKSXA	CUNNINGHAM TELEPHONE CO., INC. ELKHART TELEPHONE CO., INC.	ILEC ILEC
KS	BXSPKSXA	EMBARQ MISSOURI, INC KS DBA CENTURYLINK - KS	ILEC
KS	GALNKSXA	EMBARQ MISSOURI, INC KS DBA CENTURYLINK - KS	ILEC
KS	RVTNKSXA	EMBARQ MISSOURI, INC KS DBA CENTURYLINK - KS	ILEC
KS	SCMNKSXA	EMBARQ MISSOURI, INC KS DBA CENTURYLINK - KS	ILEC
KS	ALBRKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC
KS	BRDTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC
KS	GRFDKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC
KS	LEWSKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC

ORY	RC ABBRE
	AXTELL
	BEATTIE
	CENTRALIA
	WESTMORELD
	HOME
	OKETO
	WHEATON
	ONAGA
	SUMMERFLD
	VERMILLION
	LINN
	PALMER
	AMERICUS
	CEDARPOINT
	SAFFORDVL
	SOUTH ALMA
	COLUMBUS
	COUNCILGRV
	ARCADIA
	MULBERRY
	ARMA
	BARTLETT
	COLUBSRURL
	HALLOWELL
	CRESTLINE
	COLONY
	EDNA
	GALESBURG
	HIATTVILLE
	CHEROKEE
	FARLINGTON
	GIRARD
	BRAZILTON
	HEPLER
	MCCUNE
	WALNUT
	WEIR CITY
	W MINERAL
	PLEASANTON
	PRESCOTT
	DEVON
	FULTON
	BRONSON
	SAVONBURG
	UNIONTOWN
	LAWTON
	FORMOSO
	JAMESTOWN
	RANDALL
	SIMPSON
	CAWKERCITY
	GLEN ELDER
	ELKHART
	BAXTER SPG
	GALENA
	RIVERTON
	SCAMMON
	ALBERT
	BURDETT
	GARFIELD
	LEWIS

KS	ROZLKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	ROZEL
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	ALEXANDER
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	RANSOM
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	BAZINE
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	BEELER
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	BISON
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	BROWNELL
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	MCCRACKEN
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	RUSHCENTER
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	NESS CITY
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	OTIS
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	TIMKEN
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	UTICA
KS	RSCTKSXA	GOLDEN BELT TELEPHONE ASSOCIATION, INC.	ILEC	ELLIS
KS	GRHMKSXA	GORHAM TELEPHONE CO., INC.	ILEC	GORHAM
KS	GRHMKSXA	GORHAM TELEPHONE CO., INC.	ILEC	LURAY
KS	GRHMKSXA	GORHAM TELEPHONE CO., INC.	ILEC	PARADISE
KS	GRHMKSXA	GORHAM TELEPHONE CO., INC.	ILEC	WALDO
KS	BSTNKSXA	H & B COMMUNICATIONS, INC.	ILEC	BUSHTON
KS	DRNCKSXA	H & B COMMUNICATIONS, INC.	ILEC	DORRANCE
KS	HLYRKSXA	H & B COMMUNICATIONS, INC.	ILEC	HOLYROOD
KS	CNSPKSXA	HAVILAND TELEPHONE CO., INC.	ILEC	ARGONIA
KS	CNSPKSXA	HAVILAND TELEPHONE CO., INC.	ILEC	CONWAY SPG
KS	CNSPKSXA	HAVILAND TELEPHONE CO., INC.	ILEC	NORWICH
KS	CNSPKSXA	HAVILAND TELEPHONE CO., INC.	ILEC	RIVERDALE
KS	HVLDKSXA	HAVILAND TELEPHONE CO., INC.	ILEC	HAVILAND
KS	HVLDKSXA	HAVILAND TELEPHONE CO., INC.	ILEC	COATS
	-	•		
KS	HVLDKSXA	HAVILAND TELEPHONE CO., INC.	ILEC	ISABEL
KS	HVLDKSXA	HAVILAND TELEPHONE CO., INC.	ILEC	MULLINVL
KS	HVLDKSXA	HAVILAND TELEPHONE CO., INC.	ILEC	NASHVILLE
KS	HVLDKSXA	HAVILAND TELEPHONE CO., INC.	ILEC	CULLISON
		•		
KS	HVLDKSXA	HAVILAND TELEPHONE CO., INC.	ILEC	SAWYER
KS	HVLDKSXA	HAVILAND TELEPHONE CO., INC.	ILEC	WILMORE
KS	ASSRKSXA	HOME TELEPHONE CO., INC. KS	ILEC	SALEMSBURG
KS	ASSRKSXA	HOME TELEPHONE CO., INC. KS	ILEC	ASSARIA
KS	ASSRKSXA	HOME TELEPHONE CO., INC. KS	ILEC	ROXBURY
KS	GALVKSXA	HOME TELEPHONE CO., INC. KS	ILEC	GALVA
KS	GALVKSXA	HOME TELEPHONE CO., INC. KS	ILEC	GENESEO
KS	CUBAKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	AGENDA
KS	CUBAKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	BARNES
KS	CUBAKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	CUBA
KS	CUBAKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	HADDAM
KS	CUBAKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	MAHASKA
KS	CUBAKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	MORROWVL
KS	CUBAKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	MUNDEN
KS	CUBAKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	NARKA
KS	WTMRKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	CORNING
		·		
KS	WTMRKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	FAIRVIEW
KS	WTMRKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	GOFF
KS	WTMRKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	HAVENSVL
KS	WTMRKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	NETAWAKA
KS	WTMRKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	SOLDIER
KS	WTMRKSXA	J.B.N. TELEPHONE CO., INC.	ILEC	WETMORE
KS	CLWLKSXA	KANOKLA TELEPHONE ASSOCIATION	ILEC	BLUFF CITY
KS	CLWLKSXA	KANOKLA TELEPHONE ASSOCIATION	ILEC	CALDWELL
KS	CLWLKSXA	KANOKLA TELEPHONE ASSOCIATION	ILEC	CORBIN
KS	CLWLKSXA	KANOKLA TELEPHONE ASSOCIATION	ILEC	FREEPORT
KS	CLWLKSXA	KANOKLA TELEPHONE ASSOCIATION	ILEC	GEUDA SPG
KS	CLWLKSXA	KANOKLA TELEPHONE ASSOCIATION	ILEC	HARDTNER
KS	CLWLKSXA	KANOKLA TELEPHONE ASSOCIATION	ILEC	MAYFIELD
KS	CLWLKSXA	KANOKLA TELEPHONE ASSOCIATION	ILEC	SOUTHHAVEN
KS	CLWLKSXA	KANOKLA TELEPHONE ASSOCIATION	ILEC	WALDRON
KS	LHRPKSXA	LA HARPE TELEPHONE CO., INC.	ILEC	LA HARPE
KS	MDSNKSXA	MADISON TELEPHONE, LLC-KS	ILEC	MADISON
KS	HLDLKSXA	MO - KAN DIAL, INC.	ILEC	HILLSDALE
KS	LSBGKSXA	MO - KAN DIAL, INC.	ILEC	LOUISBURG
KS	RNTLKSXA	MO - KAN DIAL, INC.	ILEC	RANTOUL
0/1	RIVIEROAA	WO - MAIN DIAL, ING.	ILEU	NANTOUL

KS	GSSLKSXA	MOUNDRIDGE TELEPHONE CO.	ILEC	GOESSEL
KS	MNRGKSXA	MOUNDRIDGE TELEPHONE CO.	ILEC	MOUNDRIDGE
KS	LTRVKSXA	MUTUAL TELEPHONE CO.	ILEC	LITTLE RIV
KS	LACYKSXA	PEOPLES TELECOMMUNICATIONS, LLC - KS	ILEC	LA CYGNE
KS	BGBWKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	BIG BOW
		•		
KS	CLDGKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	COOLIDGE
KS	DRFDKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	DEERFIELD
KS	HGTNKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	HUGOTON
KS	JHSNKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	JOHNSON
		,		
KS	KENDKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	KENDALL
KS	LAKNKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	LAKIN
KS	MANTKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	MANTER
KS	MSCWKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	MOSCOW
KS			ILEC	RICHFIELD
	RCFDKSXA	PIONEER TELEPHONE ASSOCIATION, INC.		-
KS	ROLLKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	ROLLA
KS	RYUSKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	RYUS
KS	STNTKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	SATANTA
KS	SYRCKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	SYRACUSE
KS	ULYSKSXA	PIONEER TELEPHONE ASSOCIATION, INC.	ILEC	ULYSSES
KS	EVRSKSXA	RAINBOW TELECOMMUNICATIONS ASSOCIATION, INC.	ILEC	BENDENA
KS	EVRSKSXA	RAINBOW TELECOMMUNICATIONS ASSOCIATION, INC.	ILEC	DENTON
KS	EVRSKSXA	RAINBOW TELECOMMUNICATIONS ASSOCIATION, INC.	ILEC	MUSCOTAH
		RAINBOW TELECOMMUNICATIONS ASSOCIATION, INC.	ILEC	
KS	EVRSKSXA			HURON
KS	EVRSKSXA	RAINBOW TELECOMMUNICATIONS ASSOCIATION, INC.	ILEC	EVEREST
KS	EVRSKSXA	RAINBOW TELECOMMUNICATIONS ASSOCIATION, INC.	ILEC	WILLIS
KS	EVRSKSXA	RAINBOW TELECOMMUNICATIONS ASSOCIATION, INC.	ILEC	ROBINSON
KS	EVRSKSXA	RAINBOW TELECOMMUNICATIONS ASSOCIATION, INC.	ILEC	WHITING
KS	GALAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	GALATIA
KS	OLMTKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	OLMITZ
KS	OSBRKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	OSBORNE
KS	PALCKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	PALCO
KS	RSSLKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	BURR OAK
KS	RSSLKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	COURTLAND
		,		
KS	RSSLKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	ESBON
KS	RSSLKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	IONIA
KS	RSSLKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	LEBANON
KS	RSSLKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	REPUBLIC
			ILEC	WEBBER
KS	RSSLKSXA	RURAL TELEPHONE SERVICE CO., INC.		
KS	RSSLKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	DOWNS
KS	RSSLKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	OSBORNE
KS	RSSLKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	RUSSELL
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	ATHOL
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	KENSINGTON
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	GAYLORD
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	GRAINFIELD
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	NATOMA
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	AGRA
KS			ILEC	
	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.		ALTON
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	HILL CITY
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	COLLYER
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	WAKEENEY
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	DAMAR
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	SELDEN
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	JENNINGS
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	EDMOND
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	LENORA
KS	VCTAKSXA		ILEC	LOGAN
		RURAL TELEPHONE SERVICE CO., INC.		
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	LONGISLAND
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	MORLAND
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	PALCO
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	VICTORIA
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	WOODRUFF
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	ZURICH
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	PRAIRIE VW
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	WOODSTON
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	GOVE
				JUIL

1/0	VOTAKOVA			
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	QUINTER
KS	VCTAKSXA	RURAL TELEPHONE SERVICE CO., INC.	ILEC	REXFORD
KS	ALLNKSXA	S & A TELEPHONE CO., INC.	ILEC	ALLEN
KS	SCTNKSXA	S & A TELEPHONE CO., INC.	ILEC	SCRANTON
KS	BRWSKSXA	S & T TELEPHONE COOPERATIVE ASSOCIATION	ILEC	BREWSTER
KS	BRWSKSXA	S & T TELEPHONE COOPERATIVE ASSOCIATION	ILEC	GRINNELL
KS	BRWSKSXA	S & T TELEPHONE COOPERATIVE ASSOCIATION	ILEC	KANORADO
KS	BRWSKSXA	S & T TELEPHONE COOPERATIVE ASSOCIATION	ILEC	LEVANT
KS	BRWSKSXA	S & T TELEPHONE COOPERATIVE ASSOCIATION	ILEC	WINONA
KS	BRWSKSXA	S & T TELEPHONE COOPERATIVE ASSOCIATION	ILEC	MENLO
KS	BRWSKSXA	S & T TELEPHONE COOPERATIVE ASSOCIATION	ILEC	RUSSELLSPG
KS	DGTNKSXA	S & T TELEPHONE COOPERATIVE ASSOCIATION	ILEC	DIGHTON
KS	DGTNKSXA	S & T TELEPHONE COOPERATIVE ASSOCIATION	ILEC	HEALY
KS	SHRNKSXA	SOUTH CENTRAL TELEPHONE ASSOCIATION, INC.	ILEC	IUKA
KS	SHRNKSXA	SOUTH CENTRAL TELEPHONE ASSOCIATION, INC.	ILEC	HAZELTON
KS	SHRNKSXA	SOUTH CENTRAL TELEPHONE ASSOCIATION, INC.	ILEC	KIOWA
KS	SHRNKSXA	SOUTH CENTRAL TELEPHONE ASSOCIATION, INC.	ILEC	LAKE CITY
KS	SHRNKSXA	SOUTH CENTRAL TELEPHONE ASSOCIATION, INC.	ILEC	SHARON
		SOUTH CENTRAL TELEPHONE ASSOCIATION, INC.		SUN CITY
KS	SHRNKSXA		ILEC	
KS	SHRNKSXA	SOUTH CENTRAL TELEPHONE ASSOCIATION, INC.	ILEC	TURON
KS	BRDNKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	ATLANTA
KS	BRDNKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	BEAUMONT
KS	BRDNKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	BURDEN
KS	BRDNKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	CAMBRIDGE
KS	BRDNKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	DEXTER
KS	BRDNKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	REECE
KS	BRDNKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	LATHAM
KS	BRDNKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	PIEDMONT
KS	BRDNKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	ROSALIA
KS	BRDNKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	ELK FALLS
KS	BRDNKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	GRENOLA
KS	BRDNKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	LONGTON
KS	CLWRKSXA	SOUTHERN KANSAS TELEPHONE CO., INC.	ILEC	CLEARWATER
KS	ABLNKSCD	SOUTHWESTERN BELL	RBOC	ABILENE
KS	ALMEKSMA	SOUTHWESTERN BELL	RBOC	ALMENA
KS	ANDLKSHI	SOUTHWESTERN BELL	RBOC	ANDALE
KS	ANTHKSWS	SOUTHWESTERN BELL	RBOC	ANTHONY
KS	ARCYKSSO	SOUTHWESTERN BELL	RBOC	ARKANSASCY
KS	ATSNKSSF	SOUTHWESTERN BELL	RBOC	ATCHISON
KS	ATTCKSAA	SOUTHWESTERN BELL	RBOC	ATTICA
KS	ATWDKSST	SOUTHWESTERN BELL	RBOC	ATWOOD
KS	ATWDKSST	SOUTHWESTERN BELL	RBOC	HERNDON
KS	BCKLKSSM	SOUTHWESTERN BELL	RBOC	BUCKLIN
KS	BELTKS02	SOUTHWESTERN BELL	RBOC	BELOIT
		SOUTHWESTERN BELL		BELLEVILLE
KS	BLVLKSMS		RBOC	
KS	BRCYKSRE	SOUTHWESTERN BELL	RBOC	BIRD CITY
KS	BRNSKSPA	SOUTHWESTERN BELL	RBOC	BURNS
KS	CANYKS05	SOUTHWESTERN BELL	RBOC	CANEY
KS	CDVAKSPL	SOUTHWESTERN BELL	RBOC	CEDAR VALE
KS	CDWRKSLU	SOUTHWESTERN BELL	RBOC	COLDWATER
KS	CFVLKS10	SOUTHWESTERN BELL	RBOC	COFFEYVL
KS	CFVLKSDE	SOUTHWESTERN BELL	RBOC	COFFEYVL
KS	CHASKSWE	SOUTHWESTERN BELL	RBOC	CHASE
KS	CHNTKSSS	SOUTHWESTERN BELL	RBOC	CHANUTE
KS	CHNYKSKI	SOUTHWESTERN BELL	RBOC	CHENEY
KS	CHTPKSBE	SOUTHWESTERN BELL	RBOC	CHETOPA
KS	CHVAKSEM	SOUTHWESTERN BELL	RBOC	CHERRYVALE
KS	CLBYKS05	SOUTHWESTERN BELL	RBOC	COLBY
	CLCTKS06	SOUTHWESTERN BELL	RBOC	
KS				CLAYCENTER
KS	CNCRKSBR	SOUTHWESTERN BELL	RBOC	CONCORDIA
KS	CNTNKSSM	SOUTHWESTERN BELL	RBOC	CANTON
KS	CPMNKS04	SOUTHWESTERN BELL	RBOC	CHAPMAN
KS	CTFLKSBR	SOUTHWESTERN BELL	RBOC	COTONWDFLS
KS	DDCYKS01	SOUTHWESTERN BELL	RBOC	DODGE CITY
KS	DESTKSLU	SOUTHWESTERN BELL	RBOC	DE SOTO
KS	DGLSKSPI	SOUTHWESTERN BELL	RBOC	DOUGLASS
KS	ELDOKSST	SOUTHWESTERN BELL	RBOC	EL DORADO

KC	ELWOKSNO	
KS		SOUTHWESTERN BELL
KS	EMPRKS08	SOUTHWESTERN BELL
KS	EMPRKS08	SOUTHWESTERN BELL
KS		SOUTHWESTERN BELL
	ENTRKSCT	
KS	ERIEKSCI	SOUTHWESTERN BELL
KS	EUDRKSKI	SOUTHWESTERN BELL
-		
KS	EURKKSEL	SOUTHWESTERN BELL
KS	FLRNKSTR	SOUTHWESTERN BELL
KS	FRFTKSLO	SOUTHWESTERN BELL
-		
KS	FTSCKS01	SOUTHWESTERN BELL
KS	FWLRKSMI	SOUTHWESTERN BELL
KS	GDLDKSAB	SOUTHWESTERN BELL
KS	GNBGKSFL	SOUTHWESTERN BELL
KS	GRCYKS07	SOUTHWESTERN BELL
-	GRDPKSLE	SOUTHWESTERN BELL
KS		
KS	GRTBKSST	SOUTHWESTERN BELL
KS	GYPSKSOW	SOUTHWESTERN BELL
KS	HAYSKS11	SOUTHWESTERN BELL
-		
KS	HLCMKSMA	SOUTHWESTERN BELL
KS	HLSTKSTE	SOUTHWESTERN BELL
-		
KS	HMBLKSBR	SOUTHWESTERN BELL
KS	HMTNKS01	SOUTHWESTERN BELL
KS	HNTNKSNA	SOUTHWESTERN BELL
-	-	
KS	HNVRKSED	SOUTHWESTERN BELL
KS	HOXIKSTR	SOUTHWESTERN BELL
KS	HRFRKSAA	SOUTHWESTERN BELL
-		
KS	HRPRKSMA	SOUTHWESTERN BELL
KS	HTSNKS02	SOUTHWESTERN BELL
KS	HWRDKSWA	SOUTHWESTERN BELL
KS	INDPKSMA	SOUTHWESTERN BELL
-	-	
KS	IOLAKSSY	SOUTHWESTERN BELL
KS	JEWLKSHA	SOUTHWESTERN BELL
KS	KGMNKSMA	SOUTHWESTERN BELL
KS	KNSLKSNI	SOUTHWESTERN BELL
KS	KSCYKS10	SOUTHWESTERN BELL
KS	KSCYKSBN	SOUTHWESTERN BELL
KS	KSCYKSBN	SOUTHWESTERN BELL
KS	KSCYKSBS	
-		SOUTHWESTERN BELL
KS	KSCYKSCB	SOUTHWESTERN BELL
KS	KSCYKSCP	SOUTHWESTERN BELL
KS	KSCYKSJO	SOUTHWESTERN BELL
-		SOUTHWESTERN BELL
KS	KSCYKSLE	
KS	KSCYKSNA	SOUTHWESTERN BELL
KS	KSCYKSOL	SOUTHWESTERN BELL
	KSCYKSPA	SOUTHWESTERN BELL
KS		
KS	KSCYKSQU	SOUTHWESTERN BELL
KS	KSCYKSSH	SOUTHWESTERN BELL
KS	KSCYKSST	SOUTHWESTERN BELL
KS	LACRKSEL	SOUTHWESTERN BELL
KS	LBRLKS04	SOUTHWESTERN BELL
KS	LEONKSPI	SOUTHWESTERN BELL
KS		SOUTHWESTERN BELL
	LNBGKSLI	
KS	LNCLKSLI	SOUTHWESTERN BELL
KS	LRNDKSBR	SOUTHWESTERN BELL
KS	LVWOKSLN	SOUTHWESTERN BELL
KS	LVWOKSSH	SOUTHWESTERN BELL
KS	LWRNKSVE	SOUTHWESTERN BELL
KS	LWRNKSVE	SOUTHWESTERN BELL
KS	LYNSKSEA	SOUTHWESTERN BELL
KS	MARNKSLA	SOUTHWESTERN BELL
KS	MCDDKSKE	SOUTHWESTERN BELL
KS	MCSNKSAS	SOUTHWESTERN BELL
KS	MDLDKS01	SOUTHWESTERN BELL
KS	MEADKSSL	SOUTHWESTERN BELL
KS	MNHTKSFA	SOUTHWESTERN BELL
KS	MNKTKSCO	SOUTHWESTERN BELL
KS		
	MNINII KOTU	
	MNNLKSTU	SOUTHWESTERN BELL
KS	MNNLKSTU MOLNKSMI	SOUTHWESTERN BELL SOUTHWESTERN BELL

RBOC RBOC RBOC RBOC RBOC RBOC RBOC RBOC	ELLSWORTH EMPORIA READING ABILENE ERIE EUDORA EUREKA FLORENCE FRANKFORT FORT SCOTT FOWLER GOODLAND GREENSBURG GARDENCITY GARDEN PL GREAT BEND GYPSUM HAYS GARDENCITY HALSTEAD HUMBOLDT HAMILTON HERINGTON HANOVRHNBG HOXIE HARTFORD HARPER HUTCHINSON HOWARD INDEPNDNCE IOL A
RBOC RBOC RBOC RBOC RBOC RBOC RBOC RBOC	HALSTEAD HUMBOLDT <b>HAMILTON</b> HERINGTON HANOVRHNBG HOXIE HARTFORD HARPER HUTCHINSON HOWARD
RBOC RBOC RBOC RBOC	MANHATTAN MANKATO MINNEOLA MOLINE

KS	MPLSKS02	SOUTHWESTERN BELL
KS	MRQTKSKI	SOUTHWESTERN BELL
KS	MTHPKS04	SOUTHWESTERN BELL
KS	MYVIKSEL	SOUTHWESTERN BELL
KS	NCSNKSHA	SOUTHWESTERN BELL
KS	NDSHKS04	SOUTHWESTERN BELL
KS	NRTNKSLI	SOUTHWESTERN BELL
KS	NRTNKSLI	SOUTHWESTERN BELL
KS	NWTNKS05	SOUTHWESTERN BELL
KS	OBRLKSHA	SOUTHWESTERN BELL
KS	OKLYKS03	SOUTHWESTERN BELL
KS	OTWAKSMA	SOUTHWESTERN BELL
KS	PAOLKSPE	SOUTHWESTERN BELL
KS	PBDYKSWA	SOUTHWESTERN BELL
KS	PCHROKMA	SOUTHWESTERN BELL
KS	PHBGKS04	SOUTHWESTERN BELL
KS	PLNSKSLO	SOUTHWESTERN BELL
KS	PLVLKSMI	SOUTHWESTERN BELL
KS	PRSSKSWA	SOUTHWESTERN BELL
KS	PRTCKSMA	SOUTHWESTERN BELL
KS	PRTTKSNI	SOUTHWESTERN BELL
KS	PSBGKSLO	SOUTHWESTERN BELL
KS	PWRKKSYU	SOUTHWESTERN BELL
KS	SALNKSTA	SOUTHWESTERN BELL
KS	SBLTKSOR	SOUTHWESTERN BELL
KS	SBTHKSVI	SOUTHWESTERN BELL
KS	SCCYKSMA	SOUTHWESTERN BELL
KS	SCNDKSFE	SOUTHWESTERN BELL
KS	SEDNKSCH	SOUTHWESTERN BELL
KS	SENCKSDE	SOUTHWESTERN BELL
KS	SKTNKSAS	SOUTHWESTERN BELL
KS	SLMNKSOL	SOUTHWESTERN BELL
KS	SMCTKSMA	SOUTHWESTERN BELL
KS	STFNKSWA	SOUTHWESTERN BELL
KS	STFRKSBO	SOUTHWESTERN BELL
KS	STJSMODN	SOUTHWESTERN BELL
KS	STPLKSHI	SOUTHWESTERN BELL
KS	SVRYKSRE	SOUTHWESTERN BELL
KS	TNGNKS06	SOUTHWESTERN BELL
KS	TPKAKS37	SOUTHWESTERN BELL
KS	TPKAKSCA	SOUTHWESTERN BELL
KS	TPKAKSFA	SOUTHWESTERN BELL
KS	TPKAKSJA	SOUTHWESTERN BELL
KS	TPKAKSJA	SOUTHWESTERN BELL
KS	TPKAKSLE	SOUTHWESTERN BELL
KS	TPKAKSNO	SOUTHWESTERN BELL
KS	TWNDKSJE	SOUTHWESTERN BELL
KS	WASHKS03	SOUTHWESTERN BELL
KS	WCHTKS47	SOUTHWESTERN BELL
KS	WCHTKSAG	SOUTHWESTERN BELL
KS	WCHTKSAH	SOUTHWESTERN BELL
KS	WCHTKSAM	SOUTHWESTERN BELL
KS	WCHTKSAN	SOUTHWESTERN BELL
KS	WCHTKSBE	SOUTHWESTERN BELL
KS KS	WCHTKSCB	SOUTHWESTERN BELL
-	WCHTKSCE	SOUTHWESTERN BELL SOUTHWESTERN BELL
KS	WCHTKSCZ	
KS KS	WCHTKSDE	SOUTHWESTERN BELL SOUTHWESTERN BELL
	WCHTKSGM	
KS KS	WCHTKSKE	SOUTHWESTERN BELL SOUTHWESTERN BELL
	WCHTKSML	
KS KS	WCHTKSNW WCHTKSOL	SOUTHWESTERN BELL SOUTHWESTERN BELL
KS	WCHTKSOL	SOUTHWESTERN BELL
KS	WCHTKSRH	SOUTHWESTERN BELL
KS	WCHTKSVC	SOUTHWESTERN BELL
KS	WCHTKSWW	SOUTHWESTERN BELL
KS	WGTNKSNF	SOUTHWESTERN BELL

1/0			5500	
KS	WLBGKSMA	SOUTHWESTERN BELL	RBOC	WILLIAMSBG
KS	WNFDKSMI	SOUTHWESTERN BELL	RBOC	WINFIELD
KS	WTVLKSST	SOUTHWESTERN BELL	RBOC	BLRP-WTVL
KS	YTCTKSST	SOUTHWESTERN BELL	RBOC	YATES CTR
KS	JTMRKSXA	SUNFLOWER TELEPHONE CO., INC.	ILEC	JETMORE
KS	LEOTKSXA	SUNFLOWER TELEPHONE CO., INC.	ILEC	LEOTI
KS	LEOTKSXA	SUNFLOWER TELEPHONE CO., INC.	ILEC	MARIENTHAL
KS	SHSPKSXA	SUNFLOWER TELEPHONE CO., INC.	ILEC	SHARON SPG
KS	SHSPKSXA	SUNFLOWER TELEPHONE CO., INC.	ILEC	WALLACE
KS	SHSPKSXA	SUNFLOWER TELEPHONE CO., INC.	ILEC	WESKAN
KS	TRBNKSXA	SUNFLOWER TELEPHONE CO., INC.	ILEC	TRIBUNE
KS	EKCYKSXA	TOTAH COMMUNICATIONS, INC.	ILEC	ELK CITY
		•		
KS	ELGNKSXA	TOTAH COMMUNICATIONS, INC.	ILEC	ELGIN
KS	HAVNKSXA	TOTAH COMMUNICATIONS, INC.	ILEC	HAVANA
KS	HWNSKSXA	TOTAH COMMUNICATIONS, INC.	ILEC	HEWINS
KS	LBRTKSXA	TOTAH COMMUNICATIONS, INC.	ILEC	LIBERTY
KS	TYROKSXA	TOTAH COMMUNICATIONS, INC.	ILEC	TYRO
KS	DNLPKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	DUNLAP
KS	HOPEKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	LOST SPG
KS	HOPEKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	DWIGHT
KS	HOPEKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	WHITE CITY
KS	HOPEKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	WILSEY
KS	HOPEKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	BUCKEYE
KS	HOPEKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	NAVARRE
KS	HOPEKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	CARLTON
KS	HOPEKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	DELAVAN
KS	HOPEKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	HOPE
KS	HOPEKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	RAMONA
KS	HOPEKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	WOODBINE
KS	LNVLKSXA	TRI - COUNTY TELEPHONE ASSOCIATION, INC.	ILEC	LINCOLNVL
KS	BGTNKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	LONGFORD
		•		
KS	BGTNKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	BENNINGTON
KS	MLVAKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	MILFORD
KS	MLVAKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	CLIFTON
KS	MLVAKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	CLYDE
KS	MLVAKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	GREENLEAF
KS	MLVAKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	AURORA
KS	MLVAKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	MILTONVALE
KS	MLVAKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	MORGANVL
KS	RILYKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	LEONARDVL
KS	RILYKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	OLSBURG
KS	RILYKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	RILEY
KS	RILYKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	WAKEFIELD
KS	RILYKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	GREEN
KS	TSCTKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	BARNARD
KS	TSCTKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	BEVERLY
KS	TSCTKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	DELPHOS
KS	TSCTKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	GLASCO
KS	TSCTKSXA	TWIN VALLEY TELEPHONE, INC.	ILEC	TESCOTT
KS	ALMAKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	ALMA
KS	ALMTKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	ALTAMONT
KS	BHLRKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	BUHLER
KS	BLDWKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	BALDWIN
KS	BRLNKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	BURLINGAME
KS	BRRTKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	BURRTON
KS	BURLKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	BURLINGTON
KS	ELLNKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	ELLINWOOD
KS	ESRGKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	ESKRIDGE
KS	FRDNKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	FREDONIA
KS		UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	
KS	HGLDKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	HIGHLAND
KS	HLBOKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	HILLSBORO
KS	HLTNKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	HOLTON
KS	HRTNKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	HORTON
KS	HVENKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	HAVEN
KS	HWTHKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	HIAWATHA
KS	JNCYKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	JUNCTIONCY

KS	JNCYKSXB	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	JUNCTIONCY
KS	KNCDKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	KINCAID
KS	LYNDKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	LYNDON
KS	MLVRKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	MELVERN
KS	MNVYKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	MOUND VLY
KS	MORLKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	MORRILL
KS	MORNKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	MORAN
KS	OSKLKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	OSKALOOSA
KS	OSWGKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	OSWEGO
KS	OSWTKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	OSAWATOMIE
KS	POMNKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	POMONA
KS	PWHTKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	POWHATTAN
KS	QUNMKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	QUENEMO
KS	TROYKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	TROY
KS	VLFLKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	VALLEY FLS
KS	WHCLKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	WHITECLOUD
KS	WPHLKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	WESTPHALIA
KS	WTHNKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	WATHENA
KS	WVRLKSXA	UNITED TEL CO. OF KANSAS DBA CENTURYLINK	ILEC	WAVERLY
KS	ABVLKSXA	UNITED TEL CO. OF RANSAS DEA CENTOR TELINR UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	
KS	ALDNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTUR TEINF	ILEC	ALDEN
		UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK		
KS	ALNAKSXA		ILEC	ALTOONA
KS	ALTVKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	ALTA VISTA
KS	ARTNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	ARLINGTON
KS	BCYRKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	BUCYRUS
KS	BFLOKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	BUFFALO
KS	BLLPKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	BELLEPLAIN
KS	BLMNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	BLUE MOUND
KS	BLPRKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	BELPRE
KS	BNDCKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	BENEDICT
KS	CLFLKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	CLAFLIN
KS	CNHMKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	CUNNINGHAM
KS	CNTRKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	CENTROPOLS
KS	CNWYKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	CONWAY
KS	CRVLKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	CIRCLEVL
KS	CYVLKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	COYVILLE
KS	DELIKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	DELIA
KS	DESNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	DENISON
KS	DRHMKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	DURHAM
KS	EFHMKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	EFFINGHAM
KS	EGTNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	EDGERTON
KS	EMMTKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	EMMETT
KS	ESTNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	EASTON
KS	FLRVKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	FALL RIVER
KS	FNTAKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	FONTANA
KS	GRDLKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	GRIDLEY
KS	GRELKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	GREELEY
KS	GRNRKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	GARDNER
KS	HDSNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	HUDSON
KS	HETNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	HESSTON
KS	HOYTKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	HOYT
KS	HSTNKSXB	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	HOISINGTON
KS	HVVLKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	HARVEYVL
KS	INMNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	INMAN
KS	LANEKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	LANE
KS	LEBOKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	LEBO
KS	LERYKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	LEROY
KS	LFNTKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	LAFONTAINE
KS	LHGHKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	LEHIGH
KS	LNCSKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	LANCASTER
KS	LNGDKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	LANGDON
KS	LNWDKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	LINWOOD
KS	MCLTKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	MCLOUTH
KS	MCVLKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	MACKSVILLE
KS	MCVYKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	MICHIGNVLY
KS	MDCYKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	MOUND CITY
KS	MPTNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	MAPLETON

KS	MRDCKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	MURDOCK
KS	MRDNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	MERIDEN
KS	MYTTKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	MAYETTA
KS	NRVLKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	NORTONVL
KS	NSFLKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	NEOSHO FLS
KS	OSCYKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	OSAGE CITY
KS	OVBKKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	OVERBROOK
KS	OXFRKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	OXFORD
KS	OZWKKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	OZAWKIE
KS	PIQUKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	PIQUA
KS	PRKRKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	PARKER
KS	PRPRKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	PRETTYPRRI
KS	PRRGKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	PARTRIDGE
KS	PRRYKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	PERRY
KS	PRTNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	PRINCETON
KS	PSTNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	PRESTON
KS	QNCYKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	QUINCY
KS	RCMDKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	RICHMOND
		UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	
KS	ROVLKSXA			ROSSVILLE
KS	SLLKKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	SILVERLAKE
KS	SPHLKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	SPRINGHILL
KS	STJHKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	ST JOHN
KS	STMYKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	ST MARYS
KS	STNGKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	STERLING
KS	SYLVKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	SYLVIA
KS	THYRKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	THAYER
KS	TOROKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	TORONTO
KS	WLTNKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	WALTON
KS	WLVLKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	WELLSVILLE
KS	WNCHKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	WINCHESTER
KS	WNDMKSXA	UNITED TEL OF EASTERN KANSAS DBA CENTURYLINK	ILEC	WINDOM
KS	DDCYKSAT	UNITED TELEPHONE ASSOCIATION, INC.	ILEC	ASHLAND
KS	DDCYKSAT	UNITED TELEPHONE ASSOCIATION, INC.	ILEC	CIMARRON
KS	DDCYKSAT	UNITED TELEPHONE ASSOCIATION, INC.	ILEC	ENSIGN
KS	DDCYKSAT	UNITED TELEPHONE ASSOCIATION, INC.	ILEC	COPELAND
KS	DDCYKSAT	UNITED TELEPHONE ASSOCIATION, INC.	ILEC	ENGLEWOOD
KS	DDCYKSAT	UNITED TELEPHONE ASSOCIATION, INC.	ILEC	FORD
KS	DDCYKSAT	UNITED TELEPHONE ASSOCIATION, INC.	ILEC	HANSTON
KS	DDCYKSAT	UNITED TELEPHONE ASSOCIATION, INC.	ILEC	INGALLS
KS	DDCYKSAT	UNITED TELEPHONE ASSOCIATION, INC.	ILEC	MONTEZUMA
KS	DDCYKSAT	UNITED TELEPHONE ASSOCIATION, INC.	ILEC	SPEARVILLE
KS	PAXCKSXA	WAMEGO TELEPHONE CO., INC.	ILEC	PAXICO
KS	STGRKSXA	WAMEGO TELEPHONE CO., INC.	ILEC	ST GEORGE
KS	WAMGKSXA	WAMEGO TELEPHONE CO., INC.	ILEC	WAMEGO
KS	CSSDKSXA	WHEAT STATE TELEPHONE, INC.	ILEC	CASSODAY
KS	MTGRKSXA	WHEAT STATE TELEPHONE, INC.	ILEC	MATFLDGREN
KS	OLPEKSXA	WHEAT STATE TELEPHONE, INC.	ILEC	OLPE
KS		WHEAT STATE TELEPHONE, INC.	ILEC	POTWIN
	PTWNKSXA	,		
KS	ROCKKSXA	WHEAT STATE TELEPHONE, INC.	ILEC	ROCK
KS	UDLLKSXA	WHEAT STATE TELEPHONE, INC.	ILEC	UDALL
KS	WLSNKSXA	WILSON TELEPHONE CO., INC.	ILEC	BROOKVILLE
KS	WLSNKSXA	WILSON TELEPHONE CO., INC.	ILEC	HUNTER
KS	WLSNKSXA	WILSON TELEPHONE CO., INC.	ILEC	SYLVAN GRV
KS	WLSNKSXA	WILSON TELEPHONE CO., INC.	ILEC	DENMARK
KS	WLSNKSXA	WILSON TELEPHONE CO., INC.	ILEC	TIPTON
KS	WLSNKSXA	WILSON TELEPHONE CO., INC.	ILEC	WILSON
KS	WLSNKSXA	WILSON TELEPHONE CO., INC.	ILEC	LUCAS
KS	ZENDKSXA	ZENDA TELEPHONE CO., INC.	ILEC	ZENDA

# **EXHIBIT B:**

Sample Advertising



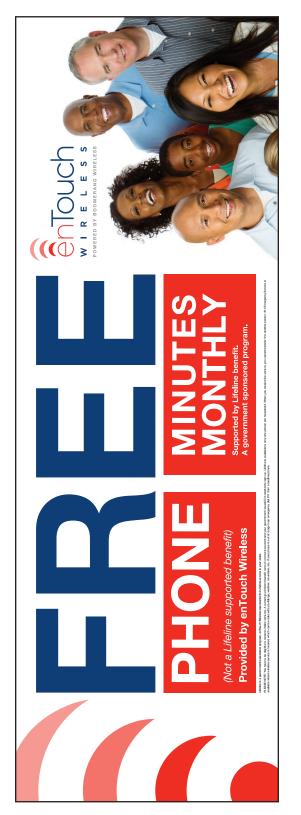
## **MARKETING MATERIALS**

		Supported by Lifeline benefit. A government sponsored program. Supported by Lifeline benefit. A government sponsored program. BLE FOR THIS BENEFIT IF YOU PARTICIPATE IN:			
	FOOD STAMPS · MEDICAID · FREE LUNCH · PUBLIC HOUSING · SSI · OR MEET INCOME REQUIREMENTS   DATE:				
# 11123	CALL NOW!	<text></text>			
		.488.8719			

Flyer - 8.5 x 11 Poster - 11 x 17

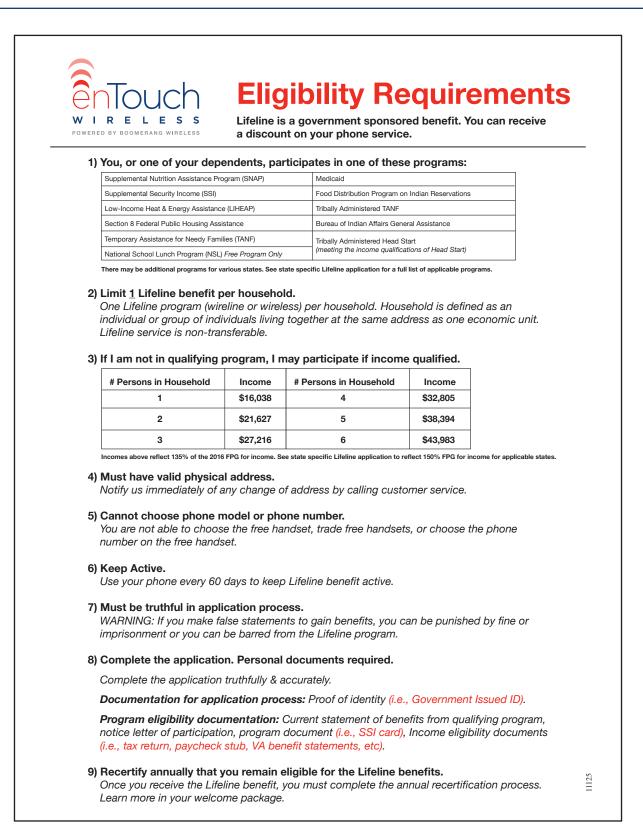


## **MARKETING MATERIALS**

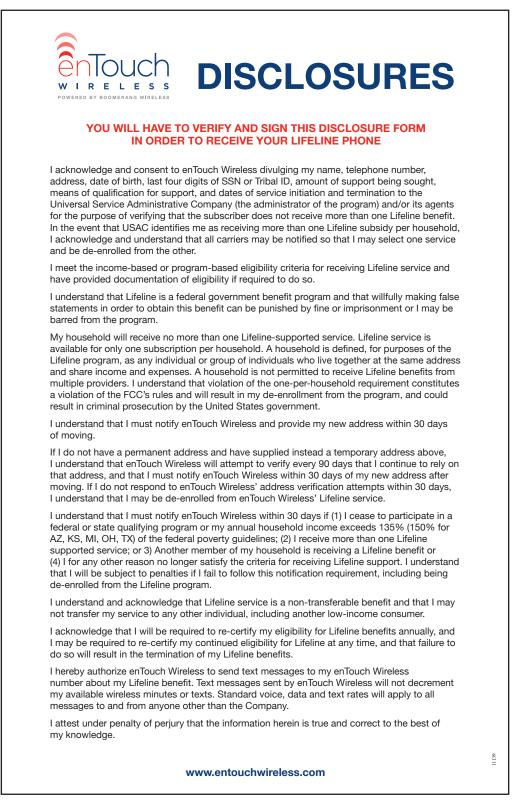


Banner - 6' x 2'











### **MARKETING MATERIALS**

#11602

#### Lifeline Self-Certification Form

To enroll in the Lifeline America program you need to complete this form. The information is used to certify with the Federal Communications Commission that you are participating in Lifeline with us.

#### Lifeline Service Disclosure

ENTOUCH WIRELESS POWERED BY BOOMERANG WIRELESS

Lifeline is a government assistance program and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Only one Lifeline benefit is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. Violation of the one per household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and Lifeline is a non-transferable benefit and you may not transfer this benefit to any other person, regardless if they qualify for Lifeline.

Certifications: I have proof of participation in one of the following public assistance programs (check one):

Supplemental Nutrition Assistance Program (SNAP)	National School Lunch Program (NSL) Free Program Only		
Supplemental Security Income (SSI)	Food Distribution Program on Indian Reservations		
Temporary Assistance for Needy Families (TANF)	Tribally Administered TANF		
Section 8 Public Housing Assistance	Bureau of Indian Affairs General Assistance		
Medicaid	Tribally Administered Head Start		
Low-Income Energy Assistance Program (LIHEAP)	Meeting the income qualifications of Head Start		

My household income is at or below 135% of 2016 federal poverty guidelines. I provided documentation confirming my household income level.

# Persons in Household	Income	# Persons in Household	Income
1	\$16,038	4	\$32,805
2	\$21,627	5	\$38,394
3	\$27,216	6	\$43,983

See state specific Lifeline application to reflect 150% FPG for income for applicable states.

#### Signature (Read, Initial & Sign)

\_\_\_\_\_\_(init) I acknowledge and consent to enTouch Wireless divulging my name, telephone number, address, date of birth, last four digits of SSN or Tribal ID, amount of support being sought, means of qualification for support, and dates of service initiation and termination to the Universal Service Administrative Company (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline subscribed performance of that USAC identifies me as receiving more than one Lifeline subscribed per household, I acknowledge and understand that all carriers may be notified so that I may select one service and be de-enrolled from the other.

\_\_\_\_\_(init) I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required to do so.

\_\_\_\_\_(init) I understand that Lifeline is a federal government benefit program and that willfully making false statements in order to obtain this benefit can be punished by fine or imprisonment or I may be barred from the program.

\_\_\_\_\_\_(init) My household will receive no more than one Lifeline-supported service. Lifeline service is available for only one subscription per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household is not permitted to receive Lifeline benefits from multiple providers. I understand that violation of the one-per-household requirement constitutes a violation of the PCC's rules and will result in my de-enrollment from the program, and could result in criminal prosecution by the United States government.

\_\_\_\_\_(init) I understand that I must notify enTouch Wireless and provide my new address within 30 days of moving.

\_\_\_\_\_\_(init) If I do not have a permanent address and have supplied instead a temporary address above, I understand that enTouch Wireless will attempt to verify every 90 days that I continue to rely on that address, and that I must notify enTouch Wireless within 30 days of my new address after moving. If I do not respond to enTouch Wireless' address verification attempts within 30 days, I understand that I may be de-enrolled from enTouch Wireless' Lifeline service.

(init) I understand that I must notify enTouch Wireless within 30 days if (1) I cease to participate in a federal or state qualifying program or my annual household income exceeds 135% (150% for AZ, KS, MI, OH, TX) of the federal poverty guidelines; (2) I receive more than one Lifeline-supported service; or (3) Another member of my household is receiving a Lifeline benefit or (4) I for any other reason no longer satisfy the criteria for receiving Lifeline support. I understand that I will be subject to penalties if I fail to follow this notification requirement, including being de-enrolled from the Lifeline program.

\_\_\_\_\_(init) I understand and acknowledge that Lifeline service is a non-transferable benefit and that I may not transfer my service to any other individual, including another low-income consumer.

\_\_\_\_\_(init) I acknowledge that I will be required to re-certify my eligibility for Lifeline benefits annually, and I may be required to re-certify my continued eligibility for Lifeline at any time, and that failure to do so will result in the termination of my Lifeline benefits.

\_\_\_\_\_(init) I hereby authorize the Company to send text messages to my Company provided wireless number about my Lifeline benefit. Text messages sent by the Company will not decrement my available wireless minutes or texts. Standard voice, data and text rates will apply to all messages to and from anyone other than the Company.

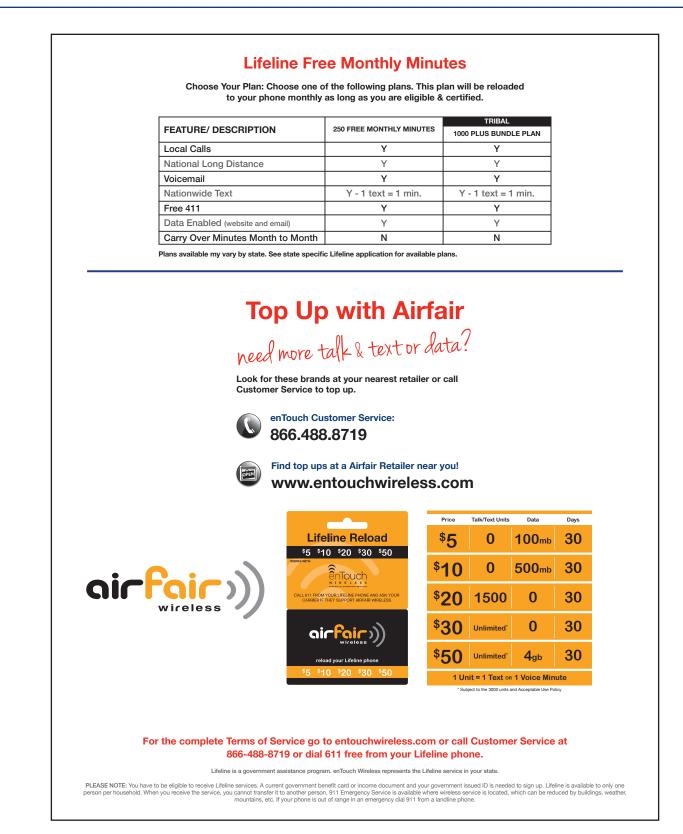
(init) I attest under penalty of perjury that the information herein is true and correct to the best of my knowledge.

One Sheet - 8.5 x 11 - Pg. 1

### www.entouchwireless.com



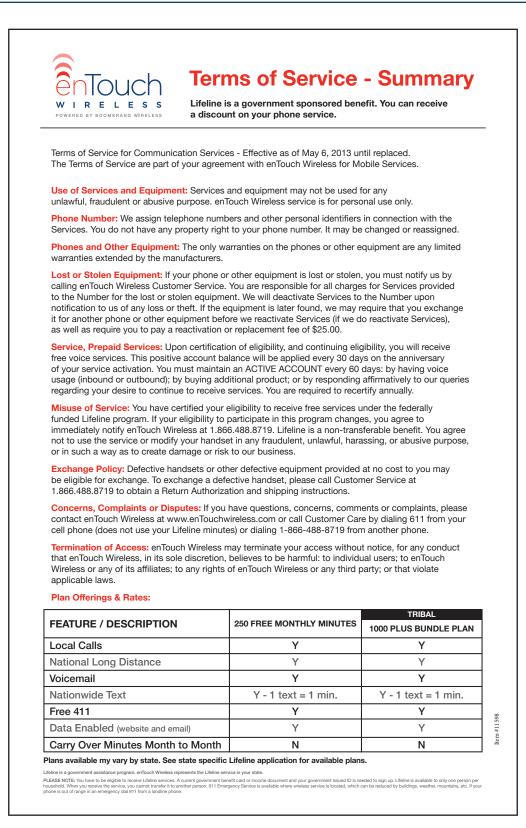




One Sheet - 8.5 x 11 - Pg. 2

### www.entouchwireless.com





Terms of Service Poster - 11 x 17



# **MARKETING MATERIALS**

#### Abbreviated Terms of Service for Communication Services

The Terms of Service are part of your agreement with enTouch Wireless for Mobile Services.

Use of Services and Equipment: Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. enTouch Wireless service is for personal use only.

Phone Number: We assign telephone numbers and other personal identifiers in connection with the Services. You do not have any property right to your phone number. It may be changed or reassigned.

Phones and Other Equipment: The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers.

Lost or Stolen Equipment: If your phone or other equipment is lost or stolen, you must notify us by calling enfouch Wireless Customer Support. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment. We will deactivate Services to the Number upon notification to us of any loss or theft. If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation or replacement fee of \$25.00.

Service, Prepaid Services: Upon certification of eligibility, and continuing eligibility, you will receive free voice services. This positive account balance will be applied every 30 days on the anniversary of your service activation. You must maintain an ACTIVE ACCOUNT every 60 days: by having voice usage (inbound or outbound); by buying additional product; or by responding affirmatively to our queries regarding your desire to continue to receive services. You are required to recertify annually.

Misuse of Service: You have certified your eligibility to receive free services under the federally funded Lifeline program. If your eligibility to participate in this program changes, you agree to immediately notify enTouch Wireless at 1.866.488.8719. Lifeline is a non-trasferable benefit. You agree not to use the service or modify your handset in any fraudulent, unlawful, harassing, or abusive purpose, or in such a way as to create damage or risk to our business.

Effective as of 5/6/13 until replaced

Exchange Policy: Defective handsets or other defective equipment provided at no cost to you may be eligible for exchange within 30 days of receiving the device. To exchange a defective handset, please call Customer Support at 1.866.486.8719 to obtain a Return Authorization and shipping instructions.

Concerns, Complaints or Disputes: If you have questions, concerns, comments or complaints, please contact enTouch Wireless at www.entouchwireless.com or call Customer Support by dialing 611 from your cell phone (does not use your Lifeline minutes) or dialing 1-886-488-4719 from another phone.

Termination of Access: enTouch Wireless may terminate your access without notice, for any conduct that enTouch Wireless, in its sole discretion, believes to be harmful: to individual users; to enTouch Wireless or any of its affiliates; to any rights of enTouch Wireless or any third party; or that violate applicable laws.

For the complete Terms of Service visit www.entouchwireless.com.





www.entouchwireless.com | 866.488.8719

# What happens now?

What should I do when I receive my phone? When you receive your phone in the mail, follow the instructions below. Once you call to Activate, your Lifeline Minutes will be activated on your phone.

#### What features come with my phone?

You will have excellent coverage with national wireless networks. Free 411 calls. Voicemail, Call Forwarding, Three Way Calling, Data Enabled & other features.

#### What do I receive with my service?

You will receive your free handset that is loaded monthly with your Lifeline Minutes. Every 30 days after your activation date, your balance will automatically reload on your phone as long as you have an ACTIVE ACCOUNT. If you have not used your phone in 60 days your Lifeline service will be deactivated.

#### Can I get more minutes, text or data?

You can add voice minutes, texts, and data at any time. See backside for more talk, text & data plans. Look for these brands to top up with at your local retailers or call Customer Support at 866.488.8719 to top up.

State Commission Contact: For unresolved questions or complaints you may contact the applicable state commission or contact.

> Arizona Corporation Commission 1200 W. Washington St. • Phoenix, AZ 85007 Local: 602.542.4251 Toll Free: 800.222.7000

Colorado Public Utilities Commission Consumer Affairs 1560 Broadway • Suite 250 • Denver, Colorado 80202 Toll Free: 800.456.0858 Fax: 303.894.2532 E-mail: dora.puc.complaints@state.co.us

Kansas Corporation Commission, Office of Public Affairs and Consumer Protection 1500 SW Arrowhead Road - Topeka, KS 66604 Topeka: 755.271.3140 Tol Free: 800.662.0027 Hearing/speech impaired at TD0 Kansas Relay Center: 800.766.3777

Minnesota Public Utilities Commission 121 7th Place E. • Suite 350 • Saint Paul, MN 55101-2147 Toll Free: 800.657.3782 Fax: 651.297.7073

Oklahoma Corporation Commission P.O. Box 52000 • Oklahoma City, OK 73152-2000 Local: 405.521.2331 Toll Free: 800.522.8154

Washington State Office of the Attorney General 800 5° Ave. Suite 2000 · Seattle, WA · 98104-3188 Toll Free: 1.800.551.4636 (in Washington only) Local Phone: 206.46.684 Washington State Relay Service for the Hearing Impaired: 1.800.833.6388 www.ata.wa.ow

# Save this information!

Phone #: \_\_\_\_\_\_ My ESN: \_\_\_\_\_\_ Anniversary Date\*: \_\_\_\_\_ Control of the set of the set

Bag Insert - folded to 5.5 x 4.25 - Pg. 1



# MARKETING MATERIALS

Welcome to enTouch! hIouch RELES Follow these easy steps to get started. We will help you get started, answer questions and give options to purchase more talk, text or data. Welcome to the Lifeline Program. Activate Phone: Call 319.471.4802 before leaving event Active el Teléfono: Llame al 319.471.4802 antes de salir del to activate. evento para activar su teléfono. Número de Teléfono: Su número de teléfono se indica en Phone Number: Your phone number is located on the inside of the battery door and circled on the outside el interior de la tapa de la batería y también está encerrado sticker of the bag you received your phone in. en un círculo en la etiqueta exterior de la bolsa en que le entregaron su teléfono. Free Minutes: You get free minutes monthly from Lifeline. (Programs vary by state.) Minutes will Minutos Gratis: Cada mes, Lifeline le da minutos gratis. (Los automatically reload on your anniversary date. programas varían según el estado.) Los minutos se cargan automáticamente cada mes en su fecha de aniversario. Keep Active: Make a call on your phone regularly to keep plan active. No use in 60 days will deactivate your device. Manténgalo Activo: Use el teléfono con regularidad para mantener activo su plan. Su dispositivo se desactivará si Check Balance: Dial 611 on your Lifeline phone. no lo usa en 60 días. Press 1 to hear balance. Compruebe: Marque 611 desde su telefono Lifeline. Your Phone Company is enTouch Wireless Presione 1 para escuchar el balance. powered by Boomerang Wireless. Su Compañía de Teléfono es enTouch Wireless Questions? Dial 611 on your Lifeline phone or call powered by Boomerang Wireless 866.488.8719 from a land line phone. Preguntas? Marque 611 desde su teléfono Lifeline o llame 866.488.8719 desde un teléfono. 2) Questions? Access Information from Your Phone. Dial 611 from your Lifeline phone or call 866.488.8719. ¿Tiene preguntas? Marque 611 desde su teléfono Lifeline o llame 866.488.8719. <sup>2</sup> Press 3 for assistance Press 2 to add minutes Press 1 to hear your air time balance. to your cell phone. with your phone. anniversary date. Presione 2 para anadir Presione 1 para escuchar Presione 3 para obtener Presione 4 para saber su balance de minutos. minutos a su telefono avuda con su telefono. su fecha de aniversario. celular. 3 Want More Talk, Text or Data? ¿Necesita más minutos? airfair) s fácil añadirle minutos a su teléfono. Vea los detalles del plan al dorso Follow the directions below to top up through Customer Support or at your local retailer. Lifeline Reload \$5 0 100mb 30 \$10 0 500mb 30 Customer Support: ênTouch \$**20** 1500 0 30 Dial 611 on your Lifeline phone or call 866.488.8719 from a land line phone. \$30 Unlimited 0 30 airfair)) Debit or credit card required. \$50 Unlimited 4gb 30 Marque 611 desde su teléfono Lifeline o llame 866.488.8719. Se requiere tarjeta de 1 Unit = 1 Text on 1 Voice Minute débito o de crédito. Dete Retail: etrêadv! \$**7** | 100 | 200 | 5<sub>mb</sub> | 7 Check our website for a retail location near you | www.entouchwireless.com <sup>\$</sup>20 500 | 1,000 | 20<sub>mb</sub> | 30 20 Tiendas: Busque las tarjetas de recarga en \$30 1.000 1,200 30mb 30 las siguientes tiendas locales. EnTouch 955 Kacena Rd, Ste A Hiawatha, IA 52233 WIRELESS POWERED BY BOOMERANG WIRELESS email: support@entouchwireless.com f 866.488.8719 www.entouchwireless.com

Bag Insert - folded to 5.5 x 4.25 - Pg. 2

Days

30

30

30

30

30

Talk/Text Units

0

0

1500

Unlimited\*

Unlimited\*

1 Unit = 1 Text OR 1 Voice Minute

\* Subject to the 3000 units and Acceptable Use Policy

Data

**100**mb

500mb

0

0

4<sub>qb</sub>

Price

**\$5** 

**\$10** 

**\$20** 

\$30

\$50



# Need More Talk, Text or Data?

r

# Customer Support: 866.488.8719

airfair

Dial 611 on your Lifeline phone or call 866.488.8719 from a landline phone. Debit or Credit Card required.

wireless

# Lifeline Relocat 20 30 50 VORTON Image: Control of the co

**Retail Stores:** Look for the following reload cards at local retailers. Call Customer Support to locate a

retailer nearest you or visit

www.entouchwireless.com

# Top Up at your local 7 Eleven Store



Airfair Bag Insert - 5.5 x 4.25

# MARKETING MATERIALS





Data Flyer - 8.5 x 11

# www.entouchwireless.com





What You Need Poster - 11 x 17





Airfair Top Up Poster - 11 x 17





Acceptable Use Poster - 11 x 17

# **EXHIBIT C:**

**Terms of Service** 

# **Terms Of Service**

# enTouch Wireless Terms and Conditions for Communication Services

Effective as of December 15, 2015 until replaced.

Thank you for choosing enTouch Wireless powered by Boomerang Wireless ("enTouch Wireless"). These terms and conditions are part of your agreement with enTouch Wireless for Mobile Services. For the most current version of the terms and conditions, please visit our website at <u>www.enTouchwireless.com</u> or call Customer Service at 1.866.488.8719. The terms and conditions included with your Mobile phone may not be the most current version. If you activated Mobile Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions. If you have questions about your enTouch Wireless Services, call enTouch Wireless Customer Service at 1.866.488.8719 or visit our website at <u>www.enTouchwireless.com</u>.

Your agreement ("Agreement") with enTouch Wireless powered by Boomerang Wireless and any of its affiliates doing business as enTouch Wireless providing mobile phone services ("Services") to you is made up of these terms and conditions of service ("Terms"). We use the words "we," "us" or "our" to refer to enTouch Wireless powered by Boomerang Wireless and its affiliates doing business as enTouch Wireless in these Terms. When you activate Services or attempt to use our Services (including, without limitation, attempting to place a call) you accept the Agreement.

**Non-Discrimination:** Company offers Lifeline, a government assistance program, on a nondiscriminatory basis to any consumer who completes and submits the required Lifeline application and supporting documentation that 1) meets and maintains the eligibility requirements as defined by the Company policy and terms, federal and state rules and regulations including approval by the federal and state Lifeline Administrator(s), rules and regulation(s), as and where applicable; and 2) resides within the Company's approved service area for wireless telephone services. enTouch Wireless has been approved by the California Public Utilities Commission as a California LifeLine Program provider. This benefit program is available to eligible California low-income households and is funded by the State of California.

**Provision of Service:** Your free phone or purchased digital mobile phone or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify or are eligible under federal guidelines or the applicable state guidelines for Services. Services in some areas are managed and provided under contract with enTouch Wireless by independent affiliates to our network provider. Some Services may not be available or may operate differently in certain affiliate markets.

**Changes to Agreement:** enTouch Wireless may modify this Agreement at any time by posting the revised Agreement on the website. Any changes to the Terms are effective when we publish the revised Terms of Service. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Services. For purposes of the Agreement, "use" includes keeping the right to access the enTouch Wireless Coverage Area by not terminating Services. You may not modify the Agreement.

**Prohibited Network Use --** <u>ACCEPTABLE USE POLICY</u> (Unlimited Services): Services and equipment may not be used for any unlawful, fraudulent, harassing, or abusive purpose. enTouch Wireless service is for personal use only. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. enTouch Wireless reserves the right, without notice or limitation, to limit, deny, terminate, end, modify, disconnect, or suspend Service if any individual engages in any prohibited voice, text, or data uses detailed below, or if enTouch Wireless determines, on a case-by-case basis, that action is necessary to protect its wireless network, business, equipment, or Services from harm or degradation resulting from such prohibited uses.

- Voice and Text Services: enTouch Wireless provides its voice and text Services soley for live dialogue between, and initated by, individuals for personal use and as otherwise described in this policy. You may not use enTouch Wireless voice and text Services for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, telemarketing, broadcast or autodialed calls or texts, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals. This Service may not be used in a manner that interferes with other enTouch Wireless customer's use of the service. Service levels of other customers may be impaired when users place abnormally high numbers of calls, send or receive very high numbers of messages, or repeatedly make calls of abnormally long duration compared with other enTouch Wireless customers. Use of more than 3,000 units within a 30-day period or less may trigger a review of the usage in accordance with this Acceptable Use Policy.
- Data Services: enTouch Wireless data Services are provided only for personal (i.ei., noncommerical) use, which includes web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading files or online gaming. enTouch Wireless data Services may not be used for any of the following uses: (1) to generate excessive levels of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos, music, or other files or to operate hosting services including, but not limited to, web or gaming hosting; (2) to maintain continuous active network connections to the Internet, for example, through a web camera or machine-to-machine connections that do not involve active participation by a person; (3) to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; (4) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail," unsolicited commercial or bulk email, or fax; (5) for activities that adversely affect the ability of other people of system to use either enTouch Wireless' or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (6) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a enTouch Wireless handset designated for such usage); or (7) for any other reason that violates our policy of providing Service for individual use.

The prohibited uses in this section also apply to unlimited plans. Unlimited does not mean unreasonable use. If enTouch Wireless finds that you are using an unlimited voice, text, or data Service offering for any of the prohibited uses in this section, enTouch Wireless may at its option terminate your Service or change your plan to one with no unlimited usage components. enTouch Wireless will provide notice that it intends to take any of the above actions, and will give you an opportunity to terminate the Agreement. Unlimited talk and text includes talk and text within the U.S. only.

**Availability:** Company provides the ability to send and receive voice-grade calls over all domestic distances (local and long distance) via a wireless voice-grade connection to the public switched telephone network. Our voice Services provide the ability to send and receive voice-grade calls within the nationwide (domestic) operating range of the enTouch Wireless Coverage Area. There is power back-up for the underlying enTouch systems that support enTouch LifeLine wireless service as well as underlying carrier power backup systems including limitations due to power for equipment on towers or other facilities in accordance with Federal and state requirements. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your enTouch Wireless phone will not accept the services of any wireless provider other than enTouch Wireless.

**Services unavailable at home**: If you fail to receive a voice-grade connection, notify enTouch Customer Service. enTouch Customer Service will 1) promptly attempt to restore voice service, or if not possible, 2) provide telephone service using a different network carrier if offered by enTouch and if you agree to that change; or 3) allow you to discontinue service. No termination fees or penalties apply.

**Phone Number:** We assign telephone numbers and other personal identifiers in connection with the Services. Unless we provide you advance notice in writing, you have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you. You do not have any property right to your phone number. It may be changed or reassigned. In the event that you become entitled to transfer a personal identifier to another party to obtain any Services we provide you, we reserve the right, prior to honoring the request for transfer, to charge a fee for the transfer and to collect any money owed by you for Services and Equipment.

**Charges:** Eligible Lifeline subscribers will receive free airtime as part of your enTouch Wireless service. Free and purchased airtime is measured in 'units' for voice and text service. One (1) unit equals one (1) minute, and one (1) unit equals one (1) text message. "1 unit = 1 minute = 1 text." Airtime is used in oneminute increments and any fraction of a minute is rounded up and charged at the full minute rate; calls are measured from the time the network begins to process the call (before the phone rings or the call is answered) through the termination of the call. Some plans include free data usage. Data is measured in megabytes which is decremented at the rate of content downloaded/uploaded to the network. More information on data plans & usage is available through customer service by dialing 611.

**For California Residents only**: enTouch Wireless has been approved by the California Public Utilities Commission as a California LifeLine Program provider. This benefit program is available to eligible California low-income households and is funded by the State of California. The California LifeLine plan offerings enTouch has available are listed at the end of the Terms of Service.

The Company does not differentiate domestic long distance telephone usage from local usage; customers utilize their minutes of use at the same rate for each type of call. You may also choose to add Airtime through a Top Up card or other commerce channel. This airtime may be invalidated if not paid for by the retailer. Any rollover minutes associated with a plan offering expire after 60 days from the date the minutes were issued.

For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. Your account is not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated by either party.

Unless noted otherwise, the following call types are provided with enTouch Services:

- **411 Directory Assistance:** Directory Assistance calls are free; there is no additional charge. Units/minutes for Directory Assistance are deducted from your available balance of units.
- **611 Company Customer Service:** The Company's handsets can reach 611 Company Customer Service regardless of units (minutes) available on your balance of units. And there is no decrement of minutes when you dial 611 from their Lifeline phone.
- **711 Relay Service**: (*California only*) For 711 calls, only the call to the 711 relay service for the deaf or speech-disabled shall not be counted against Lifeline plan minutes, while the relayed call itself may count toward applicable plan minutes.

(*California only*) Through its underlying carriers, Boomerang will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities Access to telephone relay services as provided for in Pub. Util. Code §2881 et seq.

- **911 Emergency Service:** The Company's handsets can reach 911 Emergency services regardless of units (minutes) available on your balance of units. There is no decrement of your minutes when you dial 911 from their Lifeline phone. 911 emergency services are compliant with state regulations.
- N11 Numbers: (*California only*) Public Safety, N11 Numbers (211, 311, 511, 711, and 811) will be supported at a local and state level. There is no additional charge. Units/minutes for N11 Numbers are deducted from your available balance of units. N11 Numbers are supported for California LifeLine customers through the offering of plans with unlimited voice minutes.
- **Operator Services:** Access to operator services for enTouch Lifeline customers is offered commensurate to its retail customers. There is no additional charge for accessing customer service and no decrement of Units/minutes for these calls.
- **Pay-Per-Call Service:** The Company does not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

• **Toll Free Numbers:** calls to Toll Free Numbers are free; there is no additional charge. Units/minutes for Toll Free Numbers are deducted from your available balance of units.

No Termination Fee or Penalty: Company does not require you to enter into a service contract, so you are not subject to termination fees or penalties.

Lifeline Activity Alerts and Other Text Messages: enTouch Wireless will use text messaging to keep in touch with you for things like:

- Balance Alerts
- Activation Status
- Product Offers
- Reload Specials

When you sign up for Lifeline Services with enTouch Wireless you are asked to OPT IN to receive these messages. You can also choose to not receive these messages. If you choose to OPT OUT of text messages, then the only text messages you will receive are the Lifeline notifications required by the FCC, such as the 30-day non-usage notice, the recertification notices, etc. The customer cannot opt out of the required FCC notifications.

If you choose to OPT IN for these messages, they will be delivered to you based on your phone usage. Outbound Usage Alerts do not decrement the consumer's plan balance. Responses to the Usage Alert short codes do not decrement the consumer's plan balance. You must use your phone every 60-days to maintain your Lifeline benefits. (See 'SERVICES, Prepaid Services' for more information on maintaining an active account.) You must also recertify annually that you are eligible for Lifeline services.

~Shortcode 9127 from your Sprint powered phone: At any time, you may stop receiving enTouch Wireless Lifeline Activity Alerts. Text STOP to 9127 about any message received to discontinue receiving that message. You can also call 866.488.8719 to OPT OUT of enTouch Wireless messaging or send an email to support@enTouchwireless.com. The customer cannot opt out of the required FCC notifications.

To receive SMS HELP dial 611 on your phone, or from another phone call 866.488.8719. You can also email us at support@enTouchwireless.com.

<u>Shortcodes 2560 and 2561 from your Verizon powered phone</u>: At any time, you may STOP receiving enTouch Wireless Lifeline Activity Alerts. Text **STOP** to 2560 or 2561 about any message received to discontinue receiving that message. You can also call 866.488.8719 to OPT OUT of enTouch Wireless messaging or send an email to <u>support@enTouchwireless.com</u>. The customer cannot opt out of the required FCC notifications.

To receive SMS HELP dial 611 on your phone, or from another phone call 866.488.8719. You can also email us at <u>support@enTouchwireless.com</u>.

~Shortcodes 37046 or 40262 from any phone: At any time, you may STOP receiving enTouch Wireless Lifeline Activity Alerts. Text STOP to 37046 or 40262 about any message received to discontinue receiving that message. You can also call 866.488.8719 to OPT OUT of enTouch Wireless messaging or send an email to support@enTouchwireless.com. The customer cannot opt out of the required FCC notifications.

To receive SMS HELP dial 611 on your phone, or from another phone call 866.488.8719. You can also email us at <u>support@enTouchwireless.com</u>.

**Notices:** You may get our current address for written notice by calling enTouch Wireless Customer Service. Written notice is deemed delivered 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling enTouch Wireless Customer Service, and (2) we may notify you by leaving a message for you on your enTouch Wireless Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

**Phones and Other Equipment:** Phones and other equipment may be provided at no charge to you as part of the enTouch Wireless offering. Phones, which are refurbished or overstocked handsets, and other equipment may also be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Refurbished phones are used phones that have been inspected, tested, and restored to full working condition at a factory or authorized service center. They may feature new housings or other new parts, or they may simply be used phones that have been tested and certified. Many of the phones distributed are refurbished phones that have been moderately used. They may show minor cosmetic imperfections or be placed in new housings. Phone is data cleared and has been fully inspected, and functionally tested. Device and accessories distributed consist of phone, battery, and wall charger.

Lost or Stolen Equipment: If your phone or other equipment is lost or stolen, you must notify us by calling enTouch Wireless Customer Service. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment. We will deactivate Services to the Number upon notification to us of any loss or theft. If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation or replacement fee of \$25.00. You will need to send a money order or prepay via credit card before we reactivate or send a replacement phone. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

**Caller ID:** Caller ID display on incoming calls to your Number depends on receiving the information from the calling party.

**Pay-Per-Call Service:** enTouch Wireless will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

**Limitation of Liability:** Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated Services to you during the affected period.

Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- any act or omission of any telecommunications service or other service provider other than us;
- any directory listing;
- any dropped calls or inability to place or receive calls;
- any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;
- traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
- any late or failed message delivery;
- any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
- any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or
- your negligent or intentional act or omission.
- NO CONSEQUENTIAL OR OTHER DAMAGES: UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Neither enTouch Wireless nor any of its affiliates, nor the directors, employees or other representatives of any of them are liable for damages arising out of or in connection with the use of the products or services. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

**Indemnification:** You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

Governing law: For all states except for Minnesota:

This Agreement is governed by and must be construed under federal law and the laws of the State of Iowa, without regard to choice of law principles. You agree to submit yourself to the person jurisdiction of the courts in the state of Iowa.

Governing law: For the state of Minnesota:

For services provided pursuant to the Lifeline program, this Agreement is governed by and must be construed under federal law and the laws of the State of Minnesota, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Minnesota.

For services other than those provided pursuant to the Lifeline program, equipment, and top-up cards, which are not a part of the Lifeline program, this Agreement is governed by and must be construed under federal law and the laws of the State of Iowa, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Iowa.

**General:** If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with applicable laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement.

**Copyright and Trademark:** Trademarks, product names, and company names and logos appearing on enTouch Wireless are the property of their respective owners. Users must obtain written permission from enTouch Wireless before copying or using the owner's trademarks, product names and company names and logos.

**SERVICE, Prepaid Services:** Upon certification of eligibility, and continuing eligibility, you will receive free voice services. This positive account balance will be applied every 30 days on the anniversary of your service activation. You must maintain an ACTIVE ACCOUNT every 60 days: by having voice call usage (inbound or outbound), by buying additional product, by responding affirmatively to our queries regarding your desire to continue to receive services. You may also elect to purchase additional services, including additional voice minutes, text plans, etc. When purchasing prepaid services, you are responsible for prepaying all charges for using the service. The balance in your prepaid account is reduced by the charges attributable to your use of the service. You must keep a positive balance in your prepaid account the purchaser's consent is considered a user and subject to the terms and conditions.

**Service Limits and Coverage Maps:** Service is available to your handset only when it is within the range of our system or of an operator with which we have an applicable agreement. Coverage maps you may have viewed are only estimates; actual service coverage and service quality may vary, and are not guaranteed under the terms and conditions.

**Misuse of Lifeline Service:** You have certified your eligibility to receive free services under the federally funded Lifeline program. If your eligibility to participate in this program changes, you agree to immediately notify enTouch Wireless at 1.866.488.8719. Service is provided at our discretion and if terms and conditions are violated we can terminate your wireless service without any further notification or obligation to you.

**Changes to Rates and Fees:** All rates and fees are subject to change without notice. Service provided is subject to our business policies, which can change without notice. Visit <u>www.enTouchwireless.com</u> for current rates and information. For Customer Care, call 1.866.488.8719. To dispute charges you must notify us within 15 days of the date of the disputed call. Terms and conditions can be modified without notice; visit <u>www.enTouchwireless.com</u> for current terms and conditions.

**Exchange Policy:** Defective handsets or other defective equipment provided at no cost to you may be eligible for exchange. This policy does not apply to breakage caused by customer negligence or water damage. Note that the exchange policy, including the number of days for exchange, may be changed without notice and the policy may not apply to certain products. To exchange a defective handset, please call Customer Service at 1.866.488.8719 to obtain a Return Authorization and shipping instructions. You must return the product at your expense, complete with all accessories that came with the handset, in the original box with all materials and package inserts within 30 days of receiving the handset. Phones returned after 30 days will require a replacement fee of \$25.00 before the replacement phone is mailed. The replacement fee may be paid by sending a money order or prepaying via credit card. Upon enTouch Wireless' receipt of the returned product, enTouch Wireless will ship you the replacement handset. Any other disputes should be handled by Customer Service. If you do not dispute any charge on your account prior to its going inactive or within 30 days of the date of the receipt, whichever comes first, you give up your right to dispute.

**Concerns, Complaints or Disputes:** If you have questions, concerns, comments or complaints, please contact enTouch Wireless at <u>www.enTouchwireless.com</u> or call Customer Care by dialing 611 from your cell phone (does not use your Lifeline minutes) or dialing 1-866-488-8719 from another phone.

~<u>Applicable Time Frames</u>: If disputing charges, you must notify enTouch Wireless within 15 days of the date of the disputed call. If you do not dispute any charge on your account prior to the account going inactive or within 30 days of the date of the charge or the date of receipt a replacement phone, whichever comes first, you give up your right to dispute.

<u>~State Commission Contact</u>: After contacting enTouch Customer Service and before proceeding to Arbitration, you may also contact the applicable state commission or state authority who are also committed to addressing customer concerns and complaints.

# **Arizona Corporation Commission**

Phoenix Office: 1200 W. Washington St.

- Phoenix, AZ 85007
- Within Metro Phoenix: 602-542-4251
- **Phoenix Toll Free**: 1-800-222-7000

Tucson Office: 400 W. Congress, Ste. 218 Tucson, AZ 85701

- Within Metro Tucson: 520-628-6550
- Tucson Toll Free: 1-800-535-0148
- Link: <u>http://www.azcc.gov/divisions/utilities/consumerservices.asp</u>

# **California Public Utilities Commission**

Consumer Affairs, 505 Van Ness Avenue San Francisco, CA 94102

- **Toll Free:** 1-800-649-7570
- Link: <u>http://www.cpuc.ca.gov/PUC/CEC/e\_complaint/</u>

# **Colorado Public Utilities Commission**

Consumer Affairs, 1560 Broadway, Suite 250 Denver, Colorado 80202

- **Phone:** 303-894-2070
- Toll Free: 800-456-0858
- Fax: 303-894-2532
- **E-mail:** dora\_puc\_complaints@state.co.us
- Link: <u>http://www.dora.state.co.us/PUC./consumerassistance.htm</u>

## **Georgia Public Service Commission Consumer Affairs Unit**

244 Washington Street, SW Atlanta GA, 30334-9052

- Metro Altanta: 404-656-4501
- Toll Free in Georgia (outside Metro Atlanta): 800-282-5813
- Fax: 404-656-2341
- E-mail: gapsc@psc.state.ga.us
- Link: <u>http://www.psc.state.ga.us/contactinfo.asp</u>

# Kansas Corporation Commission,

Office of Public Affairs and Consumer Protection,

1500 SW Arrowhead Road,

Topeka, KS 66604

- **in Topeka**: (785) 271-3140
- **Toll Free**: (800) 662-0027
- Hearing or speech impaired at TDD Kansas Relay Center: (800) 766-3777
- Link: <u>http://www.kcc.state.ks.us/pi/index.htm</u>

# Minnesota Public Utilities Commission

121 7th Place E., Suite 350 Saint Paul, MN 55101-2147

- Consumer Assistance: 651.296.0406
- Administration: 651.296.7124
- **Toll Free:** 800.657.3782
- **Fax:** 651.297.7073
- Link: <u>http://www.puc.state.mn.us/puc/consumers/index.html</u>

# **Mississippi Public Service Commission**

P.O. Box 1174 Jackson, MS 39215-1174

- **6**01-961-5469
- Link: <u>www.mpus.ms.gov</u>

# Washington State Office of the Attorney General,

Consumer Protection, 800 5<sup>th</sup> Ave. Suite 2000, Seattle, WA 98104-3188

- Toll Free: 800.551.4636 (in Washington only)
- **Phone**: 206.464.6684
- Washington State Relay Service for the Hearing impaired: 800.833.6388
- Link: <u>http://www.atg.wa.gov</u>

**Arbitration:** Any dispute arising out of the Agreement or relating to the Services and Equipment must be settled by arbitration administered by the American Arbitration Association in Des Moines, Iowa. Information regarding this procedure may be found at <u>www.adr.org</u>. Each party will bear the cost of preparing and prosecuting its case. We will reimburse you for any filing or hearing fees to the extent they exceed what your court costs would have been if your claim had been resolved in a state court having jurisdiction. The arbitrator has no power or authority to alter or modify the Agreement, including the foregoing Limitation of Liability section. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims. This provision is subject to the Federal Arbitration Act.

You maintain your right to file a complaint with the applicable state commission regarding the service provided and/or charges imposed by enTouch Wireless. Nothing in this paragraph or this agreement in any way eliminates or abridges that right. Please see 'Concerns, Complaints or Disputes' for more information before proceeding to Arbitration.

*Georgia Residents*: Arbitration is the method for settling any dispute unless otherwise agreed to by both parties. Arbitration will be held in Georgia unless otherwise agreed to by the parties.

No Warranties by enTouch Wireless: ENTOUCH WIRELESS MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENTOUCH WIRELESS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND USER MAY NOT RELY ON ANY STATEMENT OF WARRANTY.

**Termination of Access:** enTouch Wireless may terminate your access without notice, for any conduct that enTouch Wireless, in its sole discretion, believes to be harmful to individual users, enTouch Wireless or any of its affiliates, or any rights of enTouch Wireless or any third party, or to violate applicable laws.

**California LifeLine Plans:** (*California only*) enTouch Wireless has been approved by the California Public Utilities Commission as a California LifeLine Program provider. This benefit program is available to eligible California low-income households and is funded by the State of California. The California LifeLine plan offerings enTouch has available are:

- **1100 FREE Monthly Minute Plan (California LifeLine)**: This plan offers 1100 minutes/units per month for voice and text. LifeLine free minutes are automatically posted each month on the LifeLine customer's service date. There is no roll over of minutes/units. Consumers may choose to supplement their plan with additional units (voice, text or data) or upgrade to the Unlimited Plans at any time in local retail outlets or by calling enTouch Wireless Customer Service. (This offering meets the California unbundled offering requirement.)
- **1100 FREE Monthly Minute Plan & Data (California LifeLine)**: This plan offers 1100 minutes/units per month for voice and text and 100 MB of data. LifeLine free minutes are automatically posted each month on the LifeLine customer's service date. There is no roll over of minutes/units. Consumers may choose to supplement their plan with additional units (voice, text or data) or upgrade to the Unlimited Plans at any time in local retail outlets or by calling enTouch Wireless Customer Service.
- Unlimited Voice & Text Plan (California LifeLine): This plan offers unlimited minutes/units per month for voice and text plus 100 MB of data. The Unlimited Voice & Text Plan can be purchased at local retail outlets or by calling Customer Service by dialing

611. This plan is effective for 30-days with no roll over of minutes/units from the date the plan is loaded on your enTouch phone, which may differ from your LifeLine customer's service date.)

• Unlimited Talk & Text Plus Data (California LifeLine): This plan offers unlimited minutes/units per month for voice and text and 4 GB of data. The Unlimited Talk & Text Plus Data Plan can be purchased at local retail outlets or by calling Customer Service by dialing 611. This plan is effective for 30-days with no roll over of minutes/units from the date the plan is loaded on your enTouch phone, which may differ from your LifeLine customer's service date.)

**Initial Phone Activation Fee:** Boomerang will charge an Initial Phone Activation Fee for the processing of the initial application paperwork and initial phone activation of \$39.00 for California LifeLine recipients.\* A Phone Activation Fee of \$39.00 will be charged for California non-LifeLine consumers choosing Boomerang service. The fee does not apply to phone upgrades or replacements.

\* Effective July 1, 2015, the Company will fund a 100% discount on activation fees payable by California LifeLine subscribers. The Company reserves the right to seek reimbursement from the California LifeLine Trust Fund for such Company-funded activation fee discounts to the full extent that is consistent with any ruling or order by the California Public Utilities Commission reinstating California LifeLine discounts and reimbursements for wireless activation charges.

Boomerang offers only pre-paid service with no overage fees.

# **EXHIBIT D:**

Handset Information

## **Information Regarding Handsets**

### Samples of Handsets to be Distributed



# CERTIFICATE OF SERVICE

I hereby certify that on March 24, 2016 I e-filed a copy of the above and foregoing Application of Boomerang Wireless, LLC for Expanded Service Area as a Wireless ETC in the State of Kansas (Low Income Only) using the E-Filing EXPRESS system.

Richard J. Raimond

A Notary Public - State of Kansas My Appt. Expires

SWORN TO AND SUBSCRIBED before me, this the 24 day of March, 2016. BELINDA A. CROCKER Notary Public - State of Kansas NOTARY PUBLIC

My Commission Expires:

2-11-17