

TITLE SHEET  
  
OKLAHOMA  
  
LOCAL EXCHANGE TARIFF  
  
OF

Encore Communications, Inc.  
2408 E 81<sup>st</sup> St Suite 435  
Tulsa, Oklahoma  
918-201-2620

Pursuant to OAC 165:55 – TELECOMMUNICATIONS SERVICES RULES

NOTE: OAC 165:55-5-20(a)
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Issued: / /2016

Encore Communications, Inc.  
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Effective: / /2016

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CHECK SHEET

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of these pages.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	Original	30	Original
2	Original	31	Original
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19	Original	48	Original
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22	Original	51	Original
23	Original	52	Original
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		

NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such Check Sheet shall include an (\*) beside the applicable page number and the caption "Revision No.".

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SYMBOLS  
OAC 165:55-5-23

The following are the only symbols used for the purposes indicated below:

- (AT) means addition to text
- (C) means correction
- (CP) means change in practice
- (CR) means change in rate
- (CT) means change in text
- (DR) means discontinued rate
- (FC) means change in format lettering or numbering
- (MT) means moved text
- (NR) means new rate
- (RT) means removal of text

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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TARIFF FORMAT  
OAC165:55-5-20

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.

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

2  
2.1  
2.1.1  
2.1.1.(A)  
2.1.1.(A).1

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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APPLICABILITY OF TARIFF  
OAC 165:55-5-20(c)

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of telecommunications services of the Company within the State of Oklahoma. Only those services, terms and conditions and rates and charges approved by the Oklahoma Corporation Commission and contained in this tariff may be provided to Customers within the State. Filed tariffs are binding on the Company and no deviation of any kind from the filed tariff is permitted.

ACCESSIBILITY OF TARIFF  
OAC 165:55-5-30 and 55-7-4

This tariff is on file with the Oklahoma Corporation Commission and the Company's principal place of business:

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These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business.

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SECTION 1 - TERMS AND ABBREVIATIONS

**NOTE: Use applicable definitions from OAC 165:55-1-4.**

**165:55-1-4. Definitions**

The following words and terms, when used in this Chapter, shall have the following meanings, unless the context clearly indicates otherwise:

**"Access line"** means the facility provided and maintained by a telecommunications service provider which permits access to and/or from the public switched network.

**"Access service"** means any tariffed wholesale service provided by one LEC to another LEC, CLEC, interexchange carrier certificated by the Commission or an end-user that allows for access to the local exchange telecommunications network, excluding local interconnection arrangements.

**"Applicant for telecommunications service"** means any person, partnership, cooperative corporation, corporation, or lawful entity requesting service(s) from a telecommunications service provider.

**"Authorized carrier"** means any telecommunications carrier that submits a change, on behalf of an enduser, in the end-user's selection of a provider of telecommunications service with the end-user's authorization verified in accordance with the procedures specified in this Chapter.

**"Base rate area"** means the developed area within each exchange service area designated in the tariffs of the telephone company or if not so designated, an area within one-half (1/2) mile radius of the serving central office.

**"Basic local service"** means all residential and business telecommunications voice and/or relay service which meets the standards set forth in 165:55-13-10, including lines beyond the first line into a residence or business.

**"Billing agent"** means an entity which provides bills to an end-user for services received from a telecommunications service provider.

**"Billing and collection service"** means the wholesale service provided by a TSP or IXC for the processing and delivery of customer bills, on behalf of a third party.

**"Bona Fide Request"** means a written request delivered to a telecommunications service provider requesting services and interconnection provided for in this Chapter.

**"CIC"** means carrier identification code which identifies a provider of toll services by a three- or fourdigit number.

**"Campus"** means multiple buildings located on a single tract or area of land or on adjacent and abutting tracts of land where all the buildings and land are subject to majority ownership by the same person. A campus may be intersected or traversed by public thoroughfares provided that the segments created would be continuous in the absence of the thoroughfare. A tract or tracts of land used for farming and/or ranching shall not be considered a "campus."

**"Carrier of last resort"** means a telecommunications service provider as designated by the Commission pursuant to OAC 165:55-17-29.

**"Central office"** means an operating unit of a telecommunications service provider by which connections are established between end-users' lines and between end-users' lines and trunks or toll lines.

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**"Circuit"** or **"Channel"** means one communication path between two (2) or more points suitable for transmitting information.

**"Class of service"** or **"Customer class"** means a description of service furnished to an end-user in terms of type of rate, location, and use.

**"CLEC"** means a Competitive Local Exchange Carrier.

**"Clear and conspicuous"** means notice that would be apparent to the reasonable consumer.

**"Commission"** means the Oklahoma Corporation Commission.

**"Competitive Local Exchange Carrier" ("competitive LEC")** means, with respect to an area or exchange(s), a telecommunications service provider that is certificated by the Commission to provide local exchange services in such area or exchange(s) within the State of Oklahoma after July 1, 1995.

**"Competitive Provider"** means an entity providing the same or equivalent services through the use of its own or leased facilities including resellers. The service must satisfy the Commission's rules of minimum service standards regardless of whether the provider is regulated by the Commission.

**"Competitive service"** means a telecommunications service determined by the Commission to be subject to effective competition for a relative geographic and service(s) market, after notice and hearing.

**"Competitive Test"** means an evaluation by the Commission to determine after notice and hearing, for a particular service on an exchange by exchange basis, the existence of competition among an ILEC, a nonaffiliated facilities based Competitive Provider, and one (1) other non-affiliated Competitive Provider. Such exchanges shall be the same as those on file with the Commission on the date of approval of the Transition Plan.

**"Competitively neutral"** means not advantaging or favoring one person over another.

**"Cramming"** means the placement of unauthorized, misleading, or deceptive charges on a customer's telephone bill for products or services that were never ordered by the customer.

**"Customer"** means any person, firm, partnership, cooperative corporation, corporation, or lawful entity that receives regulated telecommunications services supplied by any telecommunications service provider or IXC.

**"Customer trouble report"** means any oral or written report given to a telecommunications service provider's repair service by an end-user of telephone services relating to a physical defect or difficulty or dissatisfaction with the provision of the telecommunications service provider's regulated services. Each trouble report shall count as a separate report regardless of whether subsequent reports relate to the same physical defect, difficulty, or dissatisfaction with the provision of the telecommunications service provider's regulated services.

**"Demarcation point"** means the physical location at which responsibility for operating and maintaining facilities passes from one person to another.

**"Deniable charge"** means a charge for those regulated services for which nonpayment may result in a disconnection of basic local service.

**"Dialing parity"** means that a person that is not an affiliate of a telecommunications service provider is able to provide telecommunications services in such a manner that end-users have the ability to route automatically, without the use of any access code, their telecommunications to the telecommunications service provider of the end-user's designation from among two (2) or more telecommunications service providers.

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**"Directory"** means the published listing of all telephone numbers, other than those requested by the enduser not to be published, for all end-users in a service area regardless of the local exchange telecommunications service provider selected by the end-user.

**"Disconnection of service"** means an arrangement made by the end-user or TSP for permanently discontinuing service by terminating the contract and/or removing the telephone service from the end-user's premises.

**"Eligible telecommunications carrier" ("ETC")** means a telecommunications service provider as designated by the Commission pursuant to OAC 165:55-17-29 and 47 U.S.C. §§ 254 and 214(e).

**"End-user"** means the customer to whom a telephone number is assigned.

**"Enhanced service"** means a service that is delivered over communications transmission facilities that: (1) change the content, format, code or protocol of transmitted information; (2) provide the customer new or restructured information; or (3) involve end-user interaction with information stored in a computer.

**"Exchange"** means a geographic area established by an incumbent LEC as filed with and/or approved by the Commission for the administration of local telecommunications service in a specified area which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing telecommunications service in that area.

**"Executing carrier"** means any telecommunications carrier that effects a request that an end-user's telecommunications carrier be changed. A carrier may be treated as an executing carrier, however, if it is responsible for any unreasonable delays in the execution of carrier changes or for the execution of unauthorized carrier changes, including fraudulent authorizations.

**"Facilities"** means all the plant and equipment of a telecommunications service provider including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the regulated business of any telecommunications service provider.

**"Facilities-based provider"** means an entity providing telecommunications services predominately through the use of its own facilities, including UNEs, and other technologies capable of meeting all local telecommunications service requirements while complying with the Commission's quality of service rules.

**"FCC"** means the Federal Communication Commission.

**"Five Year Period"** means the initial five (5) year period, commencing the date of an ILEC's notification of its election into the Oklahoma Plan.

**"Incumbent Local Exchange Company" ("incumbent LEC")** means, with respect to an area or exchange(s), any telecommunications service provider furnishing local exchange service in such area or exchange(s) within the State of Oklahoma on July 1, 1995, pursuant to a Certificate of Convenience and Necessity or grandfathered authority.

**"ILEC"** means an Incumbent Local Exchange Company.

**"Individual Case Basis" ("ICB")** means a condition, pursuant to the provisions of the tariff, in which the rates and charges for an offering are developed based on the circumstances of each customer.

**"Initial Tariffs"** means the first tariffs approved after, or in conjunction with, the granting of a

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Certificate of Convenience and Necessity.

**"Interexchange telecommunications carrier" ("IXC")** means any person, firm, partnership, corporation, or other entity, except incumbent LECs, resellers, or OSPs engaged in furnishing regulated interexchange telecommunications services under the jurisdiction of the Commission.

**"Interexchange telecommunications service"** means telecommunications service provided between locations within different certified telephone exchange service areas.

**"InterLATA call"** means any call which is originated in one LATA and terminated in another LATA.

**"Interstate call"** means any call which is originated in one state and terminated within the boundaries of another state.

**"IntraLATA call"** means any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

**"Intrastate call"** means any call which is originated and terminated within the boundaries of the State of Oklahoma, regardless of whether such call crosses state boundaries prior to reaching its termination point.

**"LATA"** means Local Access and Transport Area as defined in the Code of Federal Regulations, Title 47 Part 53.3.

**"Less than Minimum Service Provider"** means a CLEC which offers local exchange service that does not meet all minimum service standards, as set forth in OAC 165:55-13-10.

**"Letter of Agency" ("LOA")** means the written authorization that gives permission to change the customer's telecommunications services and/or the customer's provider or to share that customer's network information with representatives or associates of the telecommunication company.

**"Local Exchange Service"** means a switched and/or dedicated telecommunications service which originates and terminates within an exchange or an exchange service territory. Local exchange service may be terminated by a telecommunications service provider other than the telecommunications service provider on whose network the call originated. The local exchange service territory defined in the originating provider's tariff shall determine whether the call is local exchange service.

**"Local interconnection arrangements"** means a contract for interconnection, including resale, as governed by section 251 of the Communications Act of 1934 (47 U.S.C. §251), as amended, the Federal Communication Commission rules and the rules of the Commission.

**"Local operator services"** means the automatic or live assistance provided to a customer, which enables the customer to arrange for billing or completion of a local call. Local operator services may include, but are not limited to, line status verification, busy line verification, emergency interrupt, and calls to emergency numbers (e.g., 911).

**"Long run incremental cost" ("LRIC")** means the long run forward-looking additional cost caused by providing all volume-sensitive and volume-insensitive inputs required to provide the total demand associated with a service or network element offered as a service, using economically efficient current technology efficiently deployed. LRIC also equals the cost avoided, in the long run, when a service or network element offered as a service is no longer produced. LRIC excludes costs directly and solely attributable to the production of other services or network elements offered as services, and unattributable costs which are incurred in common

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for all the services supplied by the firm. The long run means a period long enough so that the cost estimates are based on the assumption that all inputs are variable.

**"Near reservation"** means those areas or communities adjacent or contiguous to reservations which are designated by the Commissioner of Indian Affairs upon recommendation of the local Indian Bureau Superintendent, which recommendation shall be based upon consultation with the tribal governing body of those reservations, as locales appropriate for the extension of financial assistance and/or social services, on the basis of such general criteria as: (1) number of Indian people native to the reservation residing in the area, (2) a written designation by the tribal governing body that members of their tribe and family members who are Indian residing in the area, are socially, culturally and economically affiliated with their tribe and reservation, (3) geographical proximity of the area to the reservation, and (4) administrative feasibility of providing an adequate level of services to the area. The Commissioner of Indian Affairs shall designate each area and publish the designations in the Federal Register.

**"Network element"** means a facility or equipment used in the provision of a telecommunications service. Such term also includes features, functions and capabilities that are provided by means of such facility or equipment, including end-user numbers, databases, signaling systems and information sufficient for billing and collection or used in the transmission, routing or other provision of a telecommunications service.

**"Network interface"** means the normal demarcation point separating the telecommunications service provider's regulated facilities and equipment from the unregulated facilities, equipment, or systems provided by the end-user. The provision of the network interface is the responsibility of the telecommunications service provider.

**"New service provider"** means a service provider that did not bill the end-user for service during the service provider's last billing cycle. This definition excludes service providers which bill the customer solely on a per transaction basis.

**"New services"** means any service(s), except access services or interconnection services, for which a rate element does not presently exist, which does not replace an existing tariff, and that enlarges the range of service options available to end-users.

**"Nonbasic service"** means any telecommunication service not included in basic local service, local interconnection arrangements and/or access service.

**"Non-deniable charge"** means a charge for those not-regulated services for which nonpayment shall not result in a disconnection of basic, local service.

**"Not-regulated service"** means the offering of service(s) where the rates and/or terms and conditions for such service(s) are not-regulated by the Commission. These would include any services offered from FCC tariffs such as interstate service offerings, and any taxes, fees and surcharges applicable to those services, as well as any intrastate services not contained in tariffs approved by the Commission.

**"Number Portability"** means the ability of end-users of telecommunications services to retain, within the same wire center, their existing telecommunications number without impairment of quality, reliability or convenience when switching from one telecommunications service provider to another.

**"Oklahoma Plan"** means an alternative regulation plan which conforms to Part 11 of Subchapter 5 of this Chapter.

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**"Packaging"** means the sale of two or more services offered by or in conjunction with the services of a TSP to a customer of a TSP for a single price.

**"Person"** means any individual, partnership, corporation, association, governmental subdivision, or public or private organization of any character.

**"Rates"** means all tariffed charges assessed by a TSP or IXC.

**"Regulated telecommunications service"** means the offering of telecommunications service(s) directly to the public where the rates and/or terms and conditions for such service(s) are regulated by the Commission. These would include services offered from intrastate tariffs approved by the Commission including any taxes, fees and surcharges applicable to those services, and interstate services when the Commission is enforcing the FCC slamming rules.

**"Reservation"** means any federally recognized Indian tribe's reservation, Pueblo, or Colony, including former reservations in Oklahoma, Alaska Native regions established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), and Indian allotments.

**"Rural telephone company"** means a LEC to the extent that such entity:

(A) Provides telecommunications service to any local exchange study area that does not include either:

(i) Any incorporated place of 10,000 inhabitants or more, or any part thereof, based on the most recently

available population statistics of the U.S. Bureau of Census; or,

(ii) Any territory, incorporated or unincorporated, included in an urbanized area, as defined by the U.S. Bureau of Census as of August 10, 1993.

(B) Provides local exchange service, including exchange access, to fewer than 50,000 access lines;

(C) Provides local exchange service to any local exchange carrier study area with fewer than 100,000 access lines; or,

(D) Has less than fifteen percent (15%) of its access lines in communities of more than 50,000 on the date of enactment of the Federal Telecommunications Act of 1996.

**"RUS"** means the Rural Utility Services.

**"Service"** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. Service shall not include the provision of nontelecommunications services, including but not limited to the printing, distribution, or sale of advertising in telephone directories, maintenance of inside wire, customer premises equipment and billing and collection, nor does it include the provision of mobile telephone service, enhanced services and other not-regulated services.

**"Service interruption"** means service outage, total failure, or complete loss of service due to a trouble condition in the facilities of a telecommunications service provider.

**"Service provider"** means any entity that offers a product or service to a customer, the charge for which appears on the bill of the billing agent. This definition shall include only providers that have continuing relationships with the end-user that will result in periodic charges on the end-user's bill, unless the service is subsequently canceled.

**"Service territory"** means a geographic area served by a telecommunications service provider.

**"Slamming"** means the unauthorized switching of an end-user's telecommunications service provider or presubscribed IXC.

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Effective: / /2016

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**"Submitting carrier"** means any telecommunications carrier that requests on the behalf of an end-user that the end-user's telecommunications carrier be changed and seeks to provide retail services to the end-user. A carrier may be treated as a submitting carrier, however, if it is responsible for any unreasonable delays in the submission of carrier change requests or for the submission of unauthorized carrier change requests, including fraudulent authorizations.

**"Supported Services"** means services identified in 47 CFR part 54, OAC 165:55-13-10 or OAC 165:59, as amended from time to time, for which a wireless ETC receives support from the federal USF, OUSF or OLF, or as otherwise may be ordered by the Commission.

**"Suspension of service"** means an arrangement made at the initiative of the TSP for temporarily discontinuing service without terminating the contract or removing the telephone service from the customer's premises.

**"SWBT"** means Southwestern Bell Telephone Company, L.P. d/b/a SBC Oklahoma.

**"Tariff"** means all or any part of the body of rates, tolls, charges, classifications, and terms and conditions of service relating to regulated services offered, the conditions under which offered and the charges therefore, which have been filed with and approved by the Commission.

**"Telecommunications"** means the transmission, between or among points specified by the user of voice or data information of the user's choosing, without change in the form or content of the information as sent and received.

**"Telecommunications carrier or Company"** means a telecommunications service provider ("TSP") or an interexchange telecommunications carrier ("IXC").

**"Telecommunications service provider" ("TSP")** means all authorized providers of local exchange service, whether an incumbent LEC or a competitive LEC.

**"Telephone bill"** means a billing agent's invoice, issued in compliance with this Chapter, for products or services rendered by itself and by a service provider(s), if any.

**"Telephone company" or "Company"** means any person, firm, partnership, corporation, or other entity engaged in furnishing regulated local exchange telephone services under the jurisdiction of the Commission on July 1, 1995, pursuant to a Certificate of Convenience and Necessity or grandfathered authority.

**"Transitional commitments"** means the commitments made by an ILEC in the State of Oklahoma pursuant to Part 9 or Part 11 of Subchapter 5 of this Chapter.

**"Unauthorized carrier"** means any telecommunications carrier that submits a change, on behalf of an end-user, in the end-user's selection of a provider of telecommunications service but fails to obtain the enduser's authorization verified in accordance with the procedures specified in this Chapter.

**"Unauthorized change"** means a change in an end-user's selection of a provider of telecommunications service that was made without authorization verified in accordance with the verification procedures specified in this Chapter.

**"Unbundled network element" ("UNE")** means a component of the ILEC's telecommunications network utilized to provide telecommunications services.

**"Unbundling"** means to provide to any telecommunications service provider nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory.

**"Unfilled application"** means a firm application by an end-user for new service or a different class of service which has not yet been accomplished.

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Order No.  
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Original Page No. 14

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**"Wire Center"** means a geographic area normally served by a central office.  
**"Zone"** means a service territory described as such by an incumbent LEC.

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SECTION 2 - RULES AND REGULATIONS

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SECTION 2 - RULES AND REGULATIONS

2.1 - UNDERTAKING OF COMPANY

- 2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of Oklahoma under terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein under the accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4 The Company will comply with the provisions of 165:55-13-10.
- 2.1.5 The Company will match the WACP of its underlying providers in compliance with 165:55-13-10.1.
- 2.1.6 The Company will provide its customers with and include pages in its tariffs for the Lifeline and Link Up programs in compliance with 165:55-13-14.
- 2.1.7 The Company will not impose a preferred carrier freeze on local exchange service. A preferred carrier freeze(s) prevents a change in an end-user's preferred carrier selection toll services unless the end-user gives the carrier from whom the freeze was requested his or her express consent. All local exchange carriers who offer preferred carrier freezes for toll services shall offer freezes on a nondiscriminatory basis to all end-users, regardless of the end-user's carrier selections. OAC 165:55-19-1.7

2.2 – LIMITATIONS

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

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- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Oklahoma.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

### 2.3 - TRANSFER OR ASSIGNMENT

- 2.3.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:
- (A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and,
  - (B) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service. Consent to such transfer or assignment will not be unreasonably withheld; and,
  - (C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.

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- 2.3.2 As relates to the assignee or transferee, deposits may be required pursuant to Section 2.6 of this tariff.
- 2.3.3 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.
- 2.3.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

#### 2.4 - USE OF SERVICE

- 2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).
- 2.4.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.
- 2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.
- 2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Oklahoma.
- 2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.
- 2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.

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2.4.7 The Company's service(s) may be denied for nonpayment of charges or for other violations of this tariff.

## 2.5 - LIABILITIES OF THE COMPANY

2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.5.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by an underlying carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the company's direct control.

2.5.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted.

2.5.4 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.

2.5.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) that is not the direct result of the Company's negligence.

## 2.6 - DEPOSITS AND INTEREST OAC 165:55-9-14

Pursuant to OAC 165:55-9-14, the Company's deposit plan includes criteria for residential and nonresidential Customers. The nonresidential plan conforms to the following except for 2.6.1, 2.6.2, 2.6.5, and 2.6.12.

2.6.1 The Company shall not require a deposit of a residential customer who has received the same or similar type of classification of service for twelve (12) consecutive months and to whom service was not terminated for nonpayment nor was payment late more than twice nor was a check for

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payment dishonored. The twelve (12) months service period shall have been within eighteen (18) months prior to the application for new service. The Company plan may establish other relevant criteria, which will qualify the customer for nonpayment of a deposit.

- 2.6.2 Although the Company does not normally collect deposits from its Customers, deposits may be required from Customers whose credit history is unacceptable or unavailable. The amount of the deposit shall not exceed an amount equal to two (2) months toll charges determined by actual or anticipated usage. Where local exchange charges are billed in advance, the deposit shall include only one (1) month's such charges. The Company plan may allow customers to pay deposits in installments. Upon request, the Company shall provide a written explanation of the deposit calculation. The explanation shall separately state the amount of the deposit related to local exchange service and the amount related to toll service.
- 2.6.3 Upon written request by the customer, after a period of four (4) consecutive months during which time the average amount of toll charges is shown to have decreased by fifty percent (50%) or more, the Company shall re-evaluate the amount of the deposit in order to determine if the original deposit amount continues to be consistent with the guidelines set forth in OAC 165:56-10-11(d) or if the amount of the deposit shall be reduced to an amount which is consistent with the deposit guidelines.
- 2.6.4 Any excess amount of the deposit resulting from the reduction required in paragraph 2.6.3 of this subsection shall be refunded to the customer.
- 2.6.5 A present customer may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill, in two (2) out of the last twelve (12) billing periods or if the customer has had service disconnected during the last twelve (12) months pursuant to 165:56-12-2 or has presented a check subsequently dishonored.
- 2.6.6 Interest on cash deposits shall be paid by the Company at no less than the rate calculated as follows:

- 
- (A) For all consumer deposits returned within one (1) year or less, the interest rate shall be established the first day of January of each year to equal the average of the weekly percent annual yields on one (1) year U.S. Treasury Securities for September, October, and November of the preceding year. The interest rate shall be rounded to the nearest basis point
- (B) For all consumer deposits held by the Company for more than one (1) year, the interest rate shall be established the first day of January of each year to equal the average of the weekly percent annual yields of 10-year U.S. Treasury Securities for September, October, and November of the preceding year. The interest rate shall be rounded to the nearest basis point.
- (C) Provided, however, that after the interest rate is initially established pursuant to this subsection, the interest rate(s) shall not change unless the application of the formula in (e)(1) and/or (e)(2) of this Section results in a change in interest rate(s) that is/are greater than two hundred (200) basis points. The Director of the Public Utility Division shall calculate the interest rate(s) pursuant to (e)(1) and (e)(2) of this Section, and shall mail notice to the Company by December 15th of each year, only if a change in the rate(s) is/are necessary, otherwise the current interest rate(s) will remain in effect.
- 2.6.7 If refund of a deposit is made within thirty (30) days of receipt of deposit, no interest payment is required. If the Company retains the deposit more than thirty (30) days, payment of interest shall be made retroactive to the date of deposit. No interest shall accrue on a deposit after discontinuance of service
- 2.6.8 The Company shall provide payment of accrued interest for all customers annually by negotiable instrument or by credit against current billing.
- 2.6.9 The deposit shall cease to draw interest on the date it is returned or credited to the Customer's account
- 2.6.10 The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the customer within thirty (30) days after

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settlement of the customer's account, either in person or by mailing it to the customer's last known address.

- 2.6.11 If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the Company's service area shall not be deemed a disconnection, and no additional deposit may be required unless otherwise permitted by this tariff.
- 2.6.12 The Company shall automatically refund the deposit for residential service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check subsequently dishonored. If the customer does not meet these refund criteria, the deposit and interest may be retained in accordance with Section 2.6.5.
- 2.6.13 The Company may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit.
- 2.6.14 The Company shall keep records to show the name, account number, and address of each depositor; the amount and date of the deposit; each transaction concerning the deposit.
- 2.6.15 The Company shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.
- 2.6.16 Such records shall be retained for two (2) years after deposit and/or interest is refunded or applied.
- 2.6.17 Upon the sale or transfer of the Company or operating units thereof, the seller shall file, with the application of transfer, a verified list of the information in subsection (m) of this Section, and the unpaid interest thereon. The information provided shall be treated as confidential and shall not be available for public inspection unless ordered by the

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Commission after notice and hearing.

- 2.6.18 The deposit made by the customer with the Company at the time of application for service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges

## 2.7 - BILLING AND BILLING DISPUTES

- 2.7.1 Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via the United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet. Whatever the method of delivery, bills shall comply with OAC165:55-9-2. OAC 165:55-9-2
- 2.7.2 The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3 Unless otherwise authorized by the Commission, bills shall be payable immediately upon receipt and past due fifteen (15) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill. OAC 165:55-9-3
- 2.7.4 If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount for regulated services. OAC 165:55-9-3
- 2.7.5 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (918) -201-2620. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may

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discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information:

Oklahoma Corporation Commission  
Consumer Services Division  
P.O. Box 52000-2000  
Oklahoma City, Oklahoma 73152-2000  
(405) 521-2331  
(800) 522-8154  
8:00 a.m. to 4:30 p.m. Monday through Friday

NOTE: OAC 165:55-9-5

2.7.6 The Company must provide notice to affected end-users of any increased rate of a noncompetitive service at least twenty (20) days prior to implementation of said increase. Customer Notice of a rate increase shall comply with OAC 165:55-5-11.

NOTE: OAC 165:55-5-11(d)

2.7.7 The Company shall provide notice to affected residential customers of any increased rate for a service determined to be competitive, prior to or concurrent with the effective rate increase. Customer Notice of a rate increase shall comply with OAC 165:55-5-11.

NOTE: OAC 165:55-5-11(e)

2.8 (RESERVED FOR FUTURE USE)

2.9 - TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s). OAC 165:55-9-

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2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).

2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

## 2.10 - EQUIPMENT

The Company's facilities and service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

## 2.11 - INSTALLATION AND TERMINATION

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

## 2.12 - PAYMENT FOR SERVICE

2.12.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations. OAC165:55-9-2.1

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2.12.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

#### 2.13 - RETURNED CHECK CHARGE

If a check offered by a Customer for payment of service provided is dishonored; a returned check charge shall be applied in the amount of \$25.00.

#### 2.14 - CANCELLATION OF SERVICE BY CUSTOMER

A Customer may cancel service by providing written or verbal notice to the Company.

#### 2.15 (RESERVED FOR FUTURE USE)

#### 2.16 - DENIAL OR TERMINATION OF SERVICE

2.16.1 Service may be refused or terminated for any of the following reasons:  
OAC 165:55-11-2

- (A) Nonpayment of a bill for regulated telecommunications services within the period prescribed in the Company's tariff.
- (B) Failure to make a security deposit as set forth in OAC 165:55-9-14.
- (C) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
- (D) Use of telecommunications services in such manner as to interfere with reasonable service to other Customers.
- (E) Refusal to permit the Company reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.

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- (F) Interconnection of a device, line, or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the Commission
  - (G) Use of telephone service in such manner as to interfere with reasonable service to other end-users

2.16.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

## 2.17 - DISCONNECTION AND NOTICE

2.17.1 When service to an end-user is disconnected for nonpayment of a bill for service after service has been suspended or failure to make a security deposit after a reasonable time, the Company shall give at least ten (10) days written notice to the end-user of the Company's intent to discontinue service. Notice shall be mailed by the Company to the end-user's address. Notice will be deemed given to the end-user three (3) days after mailing by the Company. OAC 165:55-11-10

2.17.2 Notices of Disconnection or Notices of Suspension shall contain the following information: OAC 165:55-11-12

- (A) The words "NOTICE OF DISCONNECTION" or "NOTICE OF SUSPENSION" or words with the same meaning, in print type larger than the print type of the notice text.
- (B) Name, address, and telephone number of customer.
- (C) Statement of reason for proposed disconnection or suspension of service.
- (D) The date on or after which service will be disconnected or suspended unless appropriate action is taken.
- (E) The telephone number in bold print of the Company where the customer may make an inquiry.
- (F) Charges and procedures for reconnection or approved charges and procedures to avoid suspension.

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- (G) The address and telephone number of the Commission's Consumer Services Division in print size, which is smaller than the print size, used for the Company's telephone number.
  - (H) A statement that the end-user must contact the Company regarding the disconnection or suspension, prior to contacting the Commission's Consumer Services Division.
  - (I) Notice of suspension of service relating to past-due amounts shall inform the end-user that the total amount due may include charges for non-deniable and/or not regulated services, which would not cause interruption of local service. The notice must indicate a toll-free telephone number of a service center where questions can be referred and payment arrangements made.
  - (J) The services being disconnected or suspended, whether local and/or toll, and if the service to be disconnected or suspended is local service, a statement that the end-user must also contact their IXC if such end-user wishes to terminate such service in order to avoid incurring additional charges for such service.
- 2.17.3 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.
- 2.17.4 The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the end-user to the location in the directory where the information can be obtained: OAC 165:55-11-12
- a. A statement of how an end-user may avoid the disconnection of service or suspension of service, including a statement that the end-user must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.
  - b. A statement that informs the end-user where payments may be made or how to obtain a listing of authorized payment agencies.

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2.17.5 Notice of disconnection and/or notice of suspension shall be received via the United States mail, unless the end-user agrees with the Company to receive a bill through different means. OAC 165:55-11-12

## 2.18 - REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

The Customer shall be credited for an interruption of two hours or more at the rate of 1/720<sup>th</sup> of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

$$\text{Credit} = A \times B / 720$$

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

## 2.19 - INSPECTION, TESTING AND ADJUSTMENT

Upon reasonable notice, the facilities/equipment provided by the Underlying Carrier or the Company shall be made available to the Underlying Carrier or the Company for tests and adjustments as may be deemed necessary by the Underlying Carrier or the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

## 2.20 - CUSTOMER SERVICE

The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.

## 2.21 - PROMOTIONS

Pursuant to OAC 165:55-5-10.2,

- (A) Promotional offerings are intended to be limited-duration programs that are beneficial to the targeted and/or qualified customers. Promotional offerings are not intended to replace the Company's obligation to seek approval of permanent rates and charges.

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- (B) The Company may, during promotional periods, offer customers special rate incentives. The Company shall notify the Director of the Public Utility Division, by submitting a completed Promotion Form, specifying the service(s) offered, terms of the promotion, location, and dates of each promotion period.
- (C) Promotional offerings of services that have been determined to be competitive shall become effective on the date specified in the Notice to the Director of the Public Utility Division, which may be dated no earlier than the date the Notice is provided to the Director of the Public Utility Division.
- (D) Promotional offerings of non-competitive services shall become effective on the date specified in the Notice, which may be dated no earlier than ten (10) business days after the date that notification is provided to the Director of the Public Utility Division.
- (E) Promotions may be repeated, provided the initial promotion and extension do not exceed three hundred sixty-five (365) consecutive days and may not be reintroduced for ninety (90) days.

## 2.22 - CUSTOMER SPECIFIC CONTRACTS

2.22.1 The Company has the authority to enter into customer specific contracts for tariffed services offered for which the rates and charges are developed as an Individual Case Basis (ICB). Customer specific contracts may include, but are not limited to:

- (1) Central office based services;
- (2) High-speed private line services;
- (3) Customized services that are unique because of size or configuration. Provided that such customized services shall not include basic local telecommunications services; and
- (4) Any other service for which the Commission has authorized the Company to enter into customer-specific contracts.

2.22.2 The Company shall comply with OAC 165:55-5-10.3 in the submission and development of ICBs.

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### 3.1 LOCAL EXCHANGE ACCESS SERVICE

3.1.1 The Company's Local Telephone Exchange Access Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to place or receive calls to any calling station in the customer's local calling area, as defined herein, access enhanced Universal Emergency Number/911 Service where available, access the interexchange carrier selected by the Customer for long distance services, access Operator Services, access Directory Assistance, place or receive calls to toll free telephone numbers, and access Telecommunications Relay Service. The Company shall comply with OAC 165:55-13-10.1 in the establishment of its calling areas.

3.1.2 The Local Exchange Service offering is available in two classes of service distinguished by their primary character of nature of use as well as the location to which service is provided: residential or business.

Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarter for a combined residence and business premises.

Local Exchange Service will be classified as Business Service where the primary use is for paid commercial, professional or institutional activity and the location to which service is provided is a business or commercial location or the service number is listed as the principal or only number for a business in any telecommunications directory.

### 3.2 DIRECTORY ASSISTANCE

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

### 3.3 OPERATOR ASSISTANCE

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

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

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

Calling Cards provide the Customer with the capability to place a call using a calling card with or without the assistance of an operator.

Person to Person calls can be completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station calls can be completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

Operator Assisted charges will be applied on a per call basis.

#### 3.4 DIRECTORY LISTINGS

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contain obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as

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to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

Directory listings are provided in connection with each Customer's service as specified herein.

A Primary Listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

Extra Listings, in connection with local exchange service, are available only in the name of Authorized Users of the Customer's service, as defined herein. Business extra listings may be the names of partners or members of the firm, if the customer or joint user is a partnership or firm; the names of officers of the corporation, if the customer or joint user is a corporation; and, for any business establishment, the names of associates or employees of the customer or joint user. Business extra listings may be the bona fide names of firms or corporations which the customer or joint user owns or controls or is duly authorized to represent.

Ordinarily, all extra listings must be of the same address and telephone number as the primary listing, except as elsewhere in this tariff for Alternate Listings. However, when in the opinion of the Telephone Company it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing using the telephone number of the primary listing may be permitted under any address at which an extension of the customer's service is located.

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Listing of an alternate telephone number to be called in case no answer is received at the primary call number or indicating an alternate telephone number to be called during certain periods or under certain circumstances in preference to the primary call number is permitted for customers to all classes of service. A phrase necessary to direct the method of calling and giving the number to call may be provided as an alternate listing.

Where a customer is served by two or more numbers, additional listings may be provided on any of the numbers in the group.

Non-published Listings are those that are not printed in directories or available from Directory Assistance. A Non-published Telephone Service will be furnished, at the Customer's request, providing the omission or deletion of the Customer's telephone listing from the telephone directory and the directory assistance records.

### 3.5 EMERGENCY SERVICES (Enhanced 911)

Emergency services allow Customers to reach emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP) where facilities permit. Charges for Enhanced 911 service will be a pass through of the charges imposed on the Company.

### 3.6 CALL MANAGEMENT SERVICES

Call Management Services are provided by the Company, where facilities are available, to enhance the utility of Local Exchange Access Service to the residential and business end user.

3.6.1 Call Forwarding Variable – This feature allows a station user to redirect incoming calls to another telephone number. The user dials an activation code followed by the telephone number to which incoming calls are to be directed. The user may cancel this feature by dialing a deactivation code.

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- 3.6.2 Call Forwarding Busy Line – This feature forwards all calls to a preselected telephone number when the called number is busy. With this feature, the user also has the ability to change the preselected number.
- 3.6.3 Call Forwarding Don't Answer – This feature forwards all calls to a preselected telephone number when the called number does not answer within a specified number of rings. With this feature the user also has the ability to change the preselected number.
- 3.6.4 Remote Activation of Call Forwarding – This feature allows a user at a remote location to activate or deactivate the Call Forwarding features.
- 3.6.5 Remote Call Forwarding (all calls) – This feature provides fixed Call Forwarding to a preselected telephone number. This feature is administered by the Telephone Company.
- 3.6.6 Directory Number Privacy (per call) – This feature allows a user to select, on a call-by-call basis, whether or not the name/number will be suppressed on the called party's telephone or call display unit.
- 3.6.7 Directory Number Privacy (all calls) – This feature allows a user to select, on a fixed basis, whether or not the name/number will be suppressed on the called party's telephone or call display unit. This feature is administered by the Telephone Company.
- 3.6.8 Speed Calling (abbreviated dialing) – This feature allows a user to dial selected telephone numbers using less digits than normally required. A single digit speed calling list is provided with basic Speed Calling and has the capability of storing up to 8 frequently dialed telephone numbers.
- 3.6.9 Enhanced Speed Calling – This feature allows a user to dial selected numbers using less digits than normally required. A two digit speed calling list is provided with Enhanced Speed Calling and has the capability of storing up to 30 frequently dialed telephone numbers.
- 3.6.10 Three Way Calling – This feature allows a station in the talking mode to add a third party to the call without an operator's assistance.
- 3.6.11 Call Waiting – This feature alerts a busy station that another call is waiting with a “burst of tone”. A flash of the switchhook places the first call on

hold and connects to the second call. Consecutive flashes of the switchhook allows alternating between the first and second call.

- 3.6.12 Rotary Hunting – This feature is a line hunting arrangement that provides sequential hunting over the members of the Multi-Line Hunt Group.
- 3.6.13 Circular Hunting – This feature is a line hunting arrangement that allows all lines in a Multi-Line Hunt Group to be tested for busy, regardless of the point of entry into the Circular Hunting Group. When a call is made to a line in a Circular Hunting Group, a regular hunt is performed starting at the line associated with the dialed number. It continues to the last line in the Circular Hunting Group, then proceeds to the first line in the group and continues to hunt sequentially through the remaining lines in the group.
- 3.6.14 Multi-Distinctive Ringing – This feature allows a customer to have multiple telephone numbers assigned to a single line within an exchange. Each number has a unique ringing pattern which allows the customer to distinguish which number is being called.
- 3.6.15 Calling Number/Name Delivery – This feature allows for the automatic delivery of a calling party's telephone number and name to the called customer. The telephone number and name are displayed on customer provided equipment. The displayed information may indicate the directory number/name of the calling party is private or unavailable. The name shown will be the name associated with the calling telephone number as shown in the network records. The Company may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and the Company shall not be liable to any party for errors, omissions or mistakes.
- 3.6.16 Calling Name Delivery – This feature allows for the automatic delivery of a calling party's name to the called customer. The name is displayed on customer provided equipment. The displayed information may indicate the directory number/name of the calling party is private or unavailable. The name shown will be the name associated with the calling telephone number as shown in the network records. The Company may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and the Company shall not be liable to any party for errors, omissions or mistakes.

- 3.6.17 Caller ID with Call Waiting – This feature allows for the automatic display of information about the incoming caller to a subscriber while the subscriber is engaged in a phone call. The customer must subscribe to Calling Name or Calling Name and Number Delivery and Call Waiting features.
- 3.6.18 Unidentified Call Rejection – This feature allows the called party to automatically reject calls if the calling party's number is marked Private. This feature routes these calls directly to a recorded announcement.
- 3.6.19 Automatic Recall – This feature enables a user to automatically place a call to the last number dialed. If the called number is busy, this feature allows a user to camp on or queue the called party. When an on hook condition is detected, both numbers will ring to establish the call.
- 3.6.20 Customer Originated Call Trace – This feature allows an end-user to request an automatic trace of the last incoming call. This provides an easy way to trace obscene, threatening or harassing calls. A Call Trace may be activated at any time during or immediately following the call to be traced.
- 3.6.21 Selective Call Acceptance – This feature allows a user to only accept incoming calls from a user-specified list of telephone numbers.
- 3.6.22 Selective Call Rejection – This feature allows a user to reject incoming calls from a user-specified list of telephone numbers.
- 3.6.23 Selective Call Forwarding – This feature allows a user to preselect calls to be forwarded from a user-specified list of telephone numbers.
- 3.6.24 Toll Restriction with PIN – This feature allows a user to deny access to toll calls on the user's access line, unless the user uses a PIN access code to turn off the toll restriction.
- 3.6.25 Toll Restriction – This feature allows a user to deny access to all toll calls from the user's access line.

### 3.7 LIST OF LOCAL EXCHANGES

The Company offers the services under this tariff in the following local exchanges:

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Ada, Adair, Afton, Alex, Allen, Alluwe, Altus, Alva, Anadarko, Antlers, Ardmore, Asher, Atoka, Avant, Barnsdall, Bartlesville, Bennington, Bessie, Billings, Binger, Blackwell, Blair, Bokoshe, Boswell, Boynton, Braggs, Breckinridge, Bristow, Broken Arrow, Byars, Cache, Caddo, Calvin, Carney, Carrier, Cashion, Cement, Chandler, Checotah, Chelsea, Cherokee, Chickasha, Choctaw, Claremore, Cleveland, Clinton, Coalgate, Collinsville, Commerce, Coweta, Cushing, Cyril, Davis, Delaware, Depew, Drumright, Duncan, Durant, Eldorado, Elk City, El Reno, Elgin, Enid, Eugualla, Fairfax, Fairland, Fairmont, Fairview, Fletcher, Ft. Cobb, Ft. Gibson, Glencoe, Gracemont, Granite, Grove, Guthrie, Harrah, Hartshorne, Haileyville, Haskell, Headrick, Heldton, Henryetta, Hillsdale, Hitchcock, Hobart, Holdenville, Hominy, Hugo, Idabel, Indianahoma, Inola, Jones, Kaw City, Kellyville, Ketchum, Kiefer, Kingston, Konowa, Kremlin, Lawton, Lindsay, Lone Wolf, Luther, Madill, Mangum, Marietta, Maysville, Meeker, Miami, Minco, Morris, Morrison, Mounds, Muldrow, Mulhall, Muskogee, Newkirk, Noble, Nowata, Oilton, Okamah, Oklahoma City Metropolitan and all first and second tier zones, Okmulgee, Olustee, Pauls Valley, Pawhuska, Payden, Paynee, Perkins, Perry, Picher, Pocasset, Pocola, Ponca City, Porter, Prague, Purcell, Ramona, Ripley, Rocky, Roff, Rush Springs, Ryan, Sallisaw, Sayre, Seminole, Shawnee, Snug Harbor, Soper, Spiro, Stigler, St. Louis, Stillwater, Stratford, Stroud, Tahlequah, Talihina, Tecumseh, Tishomingo, Tonkawa, Tulsa Metropolitan exchange and all first tier zones, Tupelo, Union City, Verden, Vinita, Wagoner, Walters, Waynette, Wapanucka, Washington, Waukomis, Waurika, Wayne, Weatherford, Weleetka, Wellston, Westerville, Wetkumka, Wilburton, Wilson, Woodward, Wynnewood, Yale.

### 3.8 TELECOMMUNICATIONS RELAY SERVICE (TRS)

TRS is telephone transmission service that provides the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communications services by wire or radio. TRS includes services that enable communications between the user of a Text Telephone (TT) or other non voice terminal device and an individual who does not use such a device. TRS facilities are equipped with specialized equipment and staffed by communications assistants who can relay conversation between

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people who use text telephones and people who use traditional telephones. Unless otherwise required by law, communications assistants shall not disclose the content of any relayed conversation.

TRS shall be accessible by dialing a toll-free number that shall be published within the telephone white pages directories.

The completed call shall be rated as a call from the originating telephone number to the terminating telephone number without regard to the actual routing of the call through the TRS operating center.

The Company will assess an amount on each access line equal to the proportionate amount of the total intrastate cost to provide TRS in accordance with the Federal law and FCC rules. The total intrastate cost to provide TRS will be established by contract and under the oversight of the Oklahoma Corporation Commission. The total intrastate cost to provide TRS will be adjusted on an annual basis to account for any over or under-recovery of costs incurred in the prior year for provision of TRS.

The amount per access line will be uniform for all local exchange companies (LEC) and shall be derived using the following formula:

$(\text{Total TRS Contract Costs} \pm \text{Over or Under-recovery}) / (\text{LEC Access Lines} \times 12)$

The results of such calculation shall be rounded to the penny for the purpose of applying this charge to customer's bills.

### 3.9 OKLAHOMA UNIVERSAL SERVICE FUND RECOVERY

#### 3.9.1 General Regulations

- (A) Contributions to the OUSF are assessed as a uniform percentage of the telecommunications carrier's total retail-billed intrastate telecommunications revenue for a 12-month period identified by the OUSF Administrator. This percentage is established annually pursuant to an Order issued by the Oklahoma Corporation Commission.
- (B) Pursuant to 17 O.S. § 139.106 and OAC 165:59-3-46, a telecommunications carrier may, at its option, recover the amount

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of its contributions to the Oklahoma Universal Service Fund (OUSF) from its retail customers. Such recovery shall be made in a fair, equitable and nondiscriminatory manner.

- (C) Recovery shall be assessed by a percentage recovery charge, as described below.
- (D) Recovery shall be assessed on the same retail revenues as those used for contribution purposes.

3.9.2 OUSF Recovery Charge (Percentage)

- (A) Recovery of the OUSF contribution from retail customers shall be made by a uniform monthly percentage, which shall be applied to each retail customer in addition to any other applicable rates and charges as provided for in this tariff. The OUSF Recovery charge is intended to recover the total dollar amount paid into the OUSF, and shall be adjusted to compensate for any over-recovery or under-recovery from retail customers, pursuant to OAC 165:59-3-46.
- (B) The results of such calculation(s) shall be rounded to the penny for the purpose of applying this amount to retail customer's bills.

3.9.3 The resulting OUSF recovery amounts are not revenues of the Company, and therefore, are not subject to state or local taxes, franchise fees, or any other assessments or fees. The Company shall not include the OUSF Recovery Charge in the calculation of such taxes, fees, or assessment in the customer's bill.

3.9.4 If recovery is made pursuant to this tariff from the retail customers, the amount resulting from the OUSF Recovery Charge will be stated separately in the customer's monthly bill.

3.9.5 Records shall be kept by the Company which reflect the OUSF contributions paid by the Company for each period along with all amounts recovered by the Company through the Recovery of OUSF Contributions Tariff. This information shall be provided to the Commission along with any changes to the OUSF Recovery Charge.

- 3.9.6 Changes to the OUSF Recovery Charge shall be made by notifying in writing the Director of the Public Utility Division. A replacement tariff page reflecting the revised OUSF Recovery Charge shall be included with the notification letter.
- 3.9.7 Notification of changes to the OUSF Recovery Charge shall be made at least 30 days before effective date of change.
- 3.9.8 The revised OUSF Recovery Charge shall not be billed to any retail customer until such notification is received by the Director of the Public Utility Division.
- 3.9.9 If an OUSF Monthly Recovery Charge is used to recover the OUSF contributions of the company from its retail customers, the page which reflects the amount of the recovery charge shall also include the computation or formula used to determine the Monthly Recovery Charge. Additionally, at the time the OUSF Monthly Recovery Charge is changed and notification is given to the Director of the Public Utility Division, backup information and documentation is to be made available.
- 3.9.10 Revisions for over-recovery and/or under recovery shall be made no more than once every twelve (12) months, or one time each quarter pursuant to any change in the OUSF contribution factor.

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3.9.11 Oklahoma Universal Service Fund Recovery Charge

Recovery Percentage ..... 2.16 %

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### 3.10 REGULATORY ASSESSMENT RIDER

#### 3.10.1 Definitions

“Annual Assessment Fee” is the annual amount of Commission funding allocated to and collected through the telephone company pursuant to the annual appropriation legislation enacted by the Oklahoma Legislature related to the funding for the Oklahoma Corporation Commission (17 O.S. §180.11)

“Monthly Customer Assessment Fee” is the monthly amount charged per line to customers for purposes of recovering the Annual Assessment Fee allocated to the telephone company.

#### 3.10.2 Applicability

This rider applies to each access line or equivalent and will be included as a part of the customer's total monthly charges. Upon notice to the telephone company each year by the Oklahoma Corporation Commission of the amount of the annual assessment fee, the telephone company shall determine the appropriate Monthly Customer Assessment Fee.

#### 3.10.3 Computation of the Monthly Customer Assessment Fee

$RA = (A+O/UAR)/(AMA \times Y)$ , where

RA = Monthly Rider Amount

A = Annual assessment amount as billed by the Commission pursuant to OAC 165:5-3

O/UAR = Over/Under Recovery Amount determined by subtracting the total amount of the assessment collected pursuant to the above formula for the previous 12 month (July 1 through June 30) period from the total Commission assessment for that fiscal year period.

AMA = Estimated Average Monthly Access Lines

Y = Number of months in assessment time period (Y=12)

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The results of such calculation shall be rounded to the penny for the purpose of applying this charge to customer's bills.

The Annual Assessment Fee Account shall be a balance sheet account in which shall be recorded the annual Assessment Fee allocated to the telephone company during any given Oklahoma State Fiscal Year. As fees are collected from the customers, the account shall be credited. Any over or under recovered balance remaining in the account as of the end of the Oklahoma State Fiscal Year shall be carried forward for recovery in the ensuing State Fiscal Year.

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4.1 Local Exchange Access Service

	<u>Monthly Recurring</u>	<u>Non-Recurring</u>
Residential Line	\$18.00	\$49.00
Business Line	36.00	49.00

4.2 Directory Assistance

A customer may make 3 free calls per month to local directory assistance. All directory assistance calls in excess of the first 3 will be billed at \$1.00 per call. All long distance directory assistance calls will be billed at \$1.00 per call.

4.3 Operator Assistance

All charges for operator assistance will be billed at \$2.00 per call.

4.4 Directory Listings

	<u>Monthly Recurring</u>	<u>Non-Recurring</u>
Primary Listing	\$0	\$0
Extra Listing	6.00	10.00
Alternate Listing	6.00	10.00
Additional Listing	6.00	10.00
Non-Published Listing	1.50	10.00

4.5 Call Management Services

(All call management services charges are on a per line basis.)

	<u>Monthly Recurring</u>
Call Forwarding Variable (CFV)	3.00
Call Forwarding Busy Line (CFBL)	2.50
Call Forwarding Don't Answer (CFDA)	2.50
Remote Activation of Call Forwarding (requires CFV)	2.00
Remote Call Forwarding (all calls)(RCF)	6.00
Directory Number Privacy (per call)	0.00
Directory Number Privacy (all calls)	2.50
Speed Calling (abbreviated dialing) (SC)	2.00
Enhanced Speed Calling (ESC)	4.00
Three Way Calling (TWC)	3.00
Call Waiting (CW)	2.00

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	<u>Monthly Recurring</u>
Rotary Hunting (RH)	2.50
Circular Hunting (CH)	3.00
Multi-Distinctive Ringing (per dependent number) (MDR)	6.00
Calling Number/Name Delivery (CID)	9.50
Calling Name Delivery (CND)	8.50
Caller ID with Call Waiting (requires CID and CW)	1.50
Unidentified Call Rejection (UCR)	2.50
Automatic Recall (AR)	2.00
Customer Originated Call Trace (CT)	0.00
Selective Call Acceptance (SCA)	3.50
Selective Call Rejection (SCR)	3.50
Selective Call Forwarding (SCF)	3.50
Toll Restriction with PIN (TR-PIN)	6.00
Toll Restriction (TR)	3.00

A non-recurring charge of \$18.00 will be assessed to the customer for ordering or changing call management services. Only one non-recurring charge will be applied if the customer orders multiple services simultaneously.

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5.1 HEARING-IMPAIRED SURCHARGE

The Telecommunications for the Hearing-Impaired Act levies a five cent per month surcharge on each access line provided by a local exchange telephone company. The surcharge must be added to the subscriber's telephone bill, unless the subscriber is exempt from sales tax. OAC 710:95-3-3

5.2 INSPECTION FEE AND SERVICE CHARGE

A 2% inspection fee and service charge will be assessed on all charges for telecommunications services.

5.3 INDIVIDUAL CASE BASIS SERVICES (ICB)

In addition to the pricing shown in this tariff, Individual Case Basis (ICB) Arrangements will be developed on a case-by-case basis in response to a bona fide request from a business customer or prospective business customer to develop a competitive bid for business services offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the customer in writing and on a non-discriminatory basis. All ICB pricing will comply with OAC 165:55-5-10.3.

5.4 RECOGNIZED HOLIDAYS

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas

5.5 CARRIER ORDER SERVICE CHARGE

5.5.1 Local Service Request (LSR)

This charge applies when a carrier submits a Local Service Request (LSR) to switch a customer's local service from the Company to the requesting

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carrier. Each LSR must be consistent with industry standard forms containing data elements and usage rules which are used by carriers and the Company for local number portability ordering. Each LSR must be accompanied by a Letter of Authorization or Letter of Agency from the customer authorizing the carrier to submit the LSR. LSRs may be submitted manually or electronically. This charge applies when LSR rates have not been established pursuant to an interconnection or other agreement between the Company and the requesting carrier.

Prior to submitting an LSR for the first time, the requesting carrier must establish an account with the Company for billing purposes. An account must only be established once, provided the information required to establish the account is maintained and/or updated by the carrier as circumstances dictate.

Rate: \$20.00 for each LSR submitted + \$1.00 for each number

#### 5.5.2 Customer Service Record Search (CSR)

This charge applies when a requesting carrier or any entity other than the customer submits a Customer Service Record (CSR) search request to the Company for a customer's records. This charge applies when CSR rates have not been established pursuant to an interconnection or other agreement between the Company and the requesting carrier or other entity. Each CSR search request must be accompanied by a Letter of Authorization or Letter of Agency from the customer authorizing the carrier to submit the CSR search request.

Prior to submitting a CSR search request for the first time, the requesting carrier must establish an account with the Company for billing purposes. An account must only be established once, provided the information required to establish the account is maintained and/or updated by the carrier as circumstances dictate.

Rate: \$5.00 for each CSR requested, per number