

Case No.
Order No.
Company Name

Oklahoma Informational Tariff No. 1
Original Page No. 1

TITLE SHEET

OKLAHOMA
INFORMATIONAL TARIFF
OF

(Name of Company)
(Street Address of Company)
(City and State)
(Telephone Number)
(Toll Free Telephone Number)

This Informational Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service **and facilities for Data-Only Services** provided by (Name of Company) and its underlying data providers within the State of Oklahoma in accordance with 17 O.S. § 139.109.1.

This **Informational Tariff** is on file with the Oklahoma Corporation Commission.

NOTE: OAC 165:55-3-1(e)(2)(F)

This model informational tariff is provided as general guidance only. The Company is responsible for ensuring all information included is accurate and consistent with the Company's activities and offerings.

Sections highlighted in yellow are notes intended to help the Company create its informational tariff, and should generally be removed prior to submission or filing.

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NOTE: OAC 165:55-5-21

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NOTE: The Company shall insert the appropriate page numbers for all Sections.

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CHECK SHEET

Pages listed below of this informational 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 informational tariff and are currently in effect as of the date of the bottom of these pages.

<u>PAGE</u>	<u>REVISION</u>
1	Original
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12	Original
13	Original
*	*
*	*

****List each additional page contained in Sections 2, 3, 4 and 5 of this informational tariff.***

NOTE: Future revisions to these original informational 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

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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INFORMATIONAL TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the informational 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 an informational tariff filing or submission is made with the Commission, an updated check sheet accompanies the informational tariff filing or submission. 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 INFORMATIONAL TARIFF

This **informational** tariff describes the service offerings, rates, terms, and conditions applicable to the furnishing of Special Universal Services in accordance with 17 O.S. § 139.109.1 by the Company within the State of Oklahoma as follows:

Note, **this is an informational tariff**, therefore, its services, rates/charges, and/or terms and conditions are not approved by the Oklahoma Corporation Commission, but it is intended to provide guidance and information with regard to the offering and provision of Special Universal Services.

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SECTION 1 - TERMS AND ABBREVIATIONS

NOTE: Examples based on applicable definitions from OAC 165:55-1-4 and 17 O.S. § 139.102.

Definitions

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

"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 end-user, 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 four-digit 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 165:55-13-12.

"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

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toll lines.

"Certificate of Convenience and Necessity" or "CNN" as used in this Chapter means an order of the Commission authorizing a lawful entity to provide telecommunications services in accordance with 17 O.S. § 131 or in the case of a data-only provider of Special Universal Services as defined at 17 O.S. § 139.102(39), in the State of Oklahoma after the filing of an application and approval by the Commission.

"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.

"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 non-affiliated 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.

"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.

"CSD" means the Consumer Service Division of the Public Utility Division of the Oklahoma Corporation Commission.

"Customer" or "Consumer" means any person, firm, partnership, cooperative corporation, corporation, or lawful entity that receives regulated telecommunications services provided 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.

"Data-only Provider" means a company exclusively providing non-voice services, to include Special Universal Services as defined at 17 O.S. § 139.102(42), which, pursuant to OAC 165:55-3-1, has obtained a Certificate of Convenience and Necessity.

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"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.

"Directory" means the published listing of all telephone numbers, other than those requested by the end-user 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 165:55-23-2 and 47 U.S.C. §§ 254 and 214(e). ETC also means a Lifeline Broadband Provider designated by the Federal Communications Commission.

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

"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-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.

"Filed" means to present a document to and have it accepted by the Court Clerk of the Oklahoma Corporation Commission.

"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 Certificate of Convenience and Necessity.

"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

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"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.

"Internet Subscriber Fee" means any fee that is paid to a telecommunications service provider for Internet service that is in addition to the access connection charge.

"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.

"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 or telecommunications carrier.

"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 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.

"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

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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.

"Non-basic 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" or "Non-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 interstate services offered FCC tariffs or rules, and any taxes, fees and surcharges applicable to those services, as well as any intrastate services that are not regulated 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.

"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.

"PSAP" means Public Safety Answering Point.

"PUD" means the Public Utility Division of the Oklahoma Corporation Commission.

"Rates" means all 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.

"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,

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- (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 non-telecommunications 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.

"Submit" means to present a document to the Director of the Public Utility Division.

"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, or OAC 165:59, as amended from time to time, for which an 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 d/b/a AT&T 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 such

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services are offered and the charges therefore, which have been approved by the Commission.

"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 ILEC or a CLEC.

"Telecommunications service provider" ("TSP") means all authorized providers of local exchange service, whether an ILEC or a CLEC.

"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.

"Terms of Service" means rates, charges and terms and conditions for regulated services that a TSP or IXC elects to post, in a searchable format, on a publicly availability website.

"Tribal Land" 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), Indian allotments; Hawaiian Home Land-areas held in trust for Native Hawaiians by the state of Hawaii, pursuant to the Hawaiian Homes Act, 1920 July 9, 1921, 42 Stat. 108 et. seq., as amended; and any land designated as such by the Commission for purposes of this subpart pursuant to the designation process in 47 CFR § 54.412.

"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 end-user'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.

"Wireless Provider" means provider of radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves and which permits a user generally to receive a call that originates and/or terminates on the public switched network or its functional equivalent, regardless of the radio frequencies used.

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"Zone" means a service territory described as such by an ILEC.

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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 informational tariff.
- 2.1.2 The Company is a resale provider of Internet and Data Services to Business Customers only for the direct transmission and reception of data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract) in combination with resold services provided by other certificated carriers. The Company is responsible under this informational tariff only for the services and facilities the Company provides hereunder. 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 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. **Note: OAC 165:55-19-1.7**

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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 informational tariff.
- 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 informational 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 informational 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.
- 2.2.6 Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

Request for service under this informational tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

2.3 - TRANSFER OR ASSIGNMENT OF SERVICES

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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 informational 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.

2.3.2 As relates to the assignee or transferee, deposits may be required pursuant to Section 2.6 of this informational 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 informational 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 unreasonably interfere with use by others, is prohibited.

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- 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 informational tariff, but its services may be used for that purpose.
- 2.4.7 The Company's service(s) may be denied for nonpayment of charges or for other violations of this informational 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 informational 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.

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- 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 **NOTE: OAC 165:55-9-14**

The Company will not collect deposits from its Customers.

(Or)

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 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

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- 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 165:55-9-14(c)(1) 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 end-user 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 165:55-11-2 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 more than thirty (30) days after receipt of the deposit, the interest rate shall be established the 1st 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) 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) results in a change in interest rate(s) that is/are greater than fifty (50) basis points. The Director of the Public Utility Division shall calculate the interest rate(s) pursuant to (e)(1) and (e)(2), and shall provide notice to the telecommunications service providers via mail, email, or posting on the OCC website by December 15th of each year, only if a change in the rate(s) is/are necessary pursuant to subsection (e), 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 end-users annually by

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-
- 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 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 informational 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.

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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 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. **NOTE: 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. **NOTE: 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. **NOTE: 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 (800) XXX-XXXX. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount

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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 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,
excluding State holidays.

Directing an end-user to the Commission's website for this information is insufficient.

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 165:55-11(e)**

2.8 (RESERVED FOR FUTURE USE)

2.9 - TAXES

The Customer is responsible for payment of any sales, use, gross receipts, and excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes

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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). **NOTE: OAC 165:55-9-2**
- 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 informational 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

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LEC's local exchange service informational 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. **NOTE: OAC 165:55-9-2.1**

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 \$**XX.XX**.

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: **NOTE: 165:55-11-2**

- (A) Nonpayment of a bill for regulated telecommunications services within the period prescribed in the Company's informational 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 informational tariff.

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- (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.
- (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. Local exchange service shall not be denied or terminated for nonpayment of not-regulated services or disputed charges in accordance with OAC 165:55-9-5, OAC 165:55-11-6, or OAC 165:55-19-3.

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, and will be deemed given to the end-user three (3) days after mailing by the Company. Notice shall be given electronically via the internet to the email address provided by the end-user, or telephonically to the end-user's assigned telephone number or other number provided by the end-user. If electronic notice is returned from the email address as undeliverable, the TSP shall give notice to the end-user using an alternative method as listed above. If the electronic notice is not returned, notice shall be deemed given to the end-user on the date the email was sent.

If telephonic notice is not confirmed to have reached the end-user's telephone number, the TSP shall give notice to the end-user using an alternative method as listed above. If confirmation of telephonic notice is obtained by the TSP, notice shall be deemed given to the end-user on the date the telephonic notice is confirmed as given. Unless a dangerous condition exists or the end-user requests

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disconnection, a TSP may suspend or disconnect service only on the date specified in the notice or within thirty (30) days thereafter, during regular business hours, so long as the suspension or disconnection does not occur within the last two (2) hours of the business day, nor shall service be disconnected on a holiday, nor after noon (12:00 p.m.) on Fridays until Monday morning. **NOTE: 165:55-11-10**

2.17.2 Notices of Disconnection or Notices of Suspension shall contain the following information: **NOTE: 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.
- (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

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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:

NOTE: 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.

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. **NOTE: 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 1/720th 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:

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

"A" = outage time in hours

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

2.19 - INSPECTION, TESTING AND ADJUSTMENT

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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) Telecommunications service providers or IXC's may offer Promotional rates and/or terms and conditions of service for any purpose. Promotional offerings are not intended to replace any obligation of a TSP or IXC to submit informational tariffs or to post the Terms of Service.
- (B) TSPs and IXC's must maintain a log of all current promotional offerings and shall provide the log to the Commission upon request.

2.22 CUSTOMER SPECIFIC CONTRACTS

2.22.1 The Company has the authority to enter into customer specific contracts for informational 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.

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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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SECTION 3 – DESCRIPTION OF SERVICES

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This section shall contain a *description* of all services to be offered by the Service Provider.

NOTE: This section will also include OUSF, if applicable. If OUSF is included, the below language will apply.

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OUSF Recovery

1. General Regulations

- 1.1 Contributions to the OUSF are established annually pursuant to an Order issued by the Oklahoma Corporation Commission.
- 1.2 Pursuant to 17 O.S. § 139.106 and OAC 165:59-3-46, a telecommunications carrier may, at its option, recover the amount 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.
- 1.3 Recovery shall be accomplished as described below.
- 1.4 Recovery shall be based on the same factor used for contribution purposes.

2. OUSF Recovery Charge Factor

- 2.1 Recovery of the OUSF contribution from retail customers shall be made by a uniform monthly factor, which shall be applied to each retail customer in addition to any other applicable rates and charges as provided for in this informational tariff. The OUSF Recovery Factor 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.
- 2.2 The Recovery Factor shall be stated separately on the retail customer's bills.
- 2.3 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 Factor in the calculation of such taxes, fees, or assessment in the customer's bill.
- 2.4 If recovery is made pursuant to this informational tariff from retail customers, the amount resulting from the OUSF Recovery Factor will be stated separately in the customer's monthly bill.
- 2.5 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

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Recovery Factor.

Changes in the OUSF Recovery Factor

- 2.6 Changes to the OUSF Recovery Factor shall be billed at the rate established and approved by the Oklahoma Corporation Commission. A replacement informational tariff page reflecting the revised OUSF Recovery Factor shall be submitted to the Director of the Public Utility Division.
- 2.7 Notification to end-users of changes to the OUSF Recovery Factor shall be made at least 30 days before effective date of change.
- 2.8 The Oklahoma Corporation Commission issues an Order regarding any changes to the Oklahoma Universal Service Fund (OUSF) Recovery Factor.

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The following should appear on its own page.

2.11 Oklahoma Universal Service Fund Recovery Factor

Recovery Factor.....\$1.63 per Connection

(Indicate the effective date of the revised change)

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SECTION 4 – RATES OF SERVICES

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NOTE: The following Guidelines should be followed. Any deviation from these Guidelines will require cost support.

- 1) Local Directory Assistance – minimum of 3 free calls per month**
- 2) Premise Visit – rates should be in increments of no more than 15 minutes**

****NOTE: The Company shall insert the appropriate page numbers for all Sections.***

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SECTION 5 – COMPANY SPECIFIC INFORMATION

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****NOTE: Insert index, to include page numbers, consistent with the specification of company-specific information contained in this Section.***

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