## RULES, REGULATIONS, AND SCHEDULE OF RATES AND CHARGES APPLICABLE TO END USERS

## LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

### **FURNISHED BY**

# METROPOLITAN TELECOMMUNICATIONS OF OKLAHOMA, LLC

## WITHIN THE STATE OF OKLAHOMA

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## CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original Product Guide that are in effect on the date shown on each page.

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<sup>\*</sup>Revision included with filing

# **EXPLANATION OF SYMBOLS**

The following symbols shall be used in this Product Guide for the purpose indicated below:

- (T) To signify a text change
- (C) To signify a change
- (R) To signify a rate reduction
- (I) To signify a rate increase
- (M) To signify a move
- (D) To signify a deletion

# **APPLICATION OF PRODUCT GUIDE**

This Product Guide sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Metropolitan Telecommunications of Oklahoma, LLC to customers within the state of Oklahoma.

For the purpose of this Product Guide, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to a switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Advance Payment - Part or all of a payment required before the start of service.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** - Oklahoma Corporation Commission.

**Company or Carrier** - Metropolitan Telecommunications of Oklahoma, LLC, unless otherwise clearly indicated by the context.

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

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

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this Product Guide. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Product Guide shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

**In-Only** - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC** or Interexchange Carrier - A long distance telecommunications services provider.

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

**LEC** - Local Exchange Company

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

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

**Multi-Frequency or ("MF")** - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

**Premises** - A building or buildings on contiguous property.

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

(D)

(D)

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

**Service Order** - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of a Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Product Guide, but the duration of the service is calculated from the Service Commencement Date.

**Telecommunications Company or Provider** - Used throughout this Product Guide to mean Metropolitan Telecommunications of Oklahoma, LLC unless clearly indicated otherwise by the text.

**TBD** - To Be Determined.

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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

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

#### **SECTION 2.0 - RULES AND REGULATIONS**

### 2.1 Undertaking of the Company

### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this Product Guide in connection with one-way and/or two-way information transmission originating from points within the State of Oklahoma, and terminating within a local calling area as defined herein.

The Company is responsible under this Product Guide only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### 2.1.2 Shortage of Equipment or Facilities

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

## 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one (1) month, 24 hours per day. For the purpose of computing charges in this Product Guide, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Product Guide. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the Product Guide, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Product Guide prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this Product Guide; or
  - (2) the Customer is using the service in violation of the law.
- (E) This Product Guide shall be interpreted and governed by the laws of the State of Oklahoma without regard for its choice of laws provision.

## 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.3 Terms and Conditions, (cont'd.)

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

## 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

## 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Limitations on Liability (Cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
  - (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - (3) Any unlawful or unauthorized use of the Company's facilities and services;
  - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
  - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

## 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Limitations on Liability (Cont'd.)

#### (D) (cont'd)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof:
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Limitations on Liability (Cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by its for use in an explosive atmosphere.
- **(F)** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this Product Guide does not preclude the Company from asserting its rights under other provisions.

## 2.1.5 Notification of Service-Affecting Activities

- (a) The Company will notify the Commission, through the Director of the Consumer Services Division, of interruptions in telecommunications services which affect the entire system; a major division thereof; or which, in the judgment of the telecommunications service provider, may cause a high degree of public interest or concern.
- (b) The notification process may be accomplished by facsimile, twenty-four (24) hours a day, seven (7) days a week; or by phone, during the business hours of 8:00 a.m. through 4:30 p.m., Monday through Friday, and should consist of the following:
  - (1) An initial contact to advise of the outage; the cause of such outage; the area affected; and, the estimated time for repair;
  - (2) Intermediate contact to provide status reports, as deemed necessary by the Company, or as may be requested by the Commission Staff; and,
  - (3) Conclusory contact detailing the results and completion of the restoration of service.

## 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- **(D)** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Product Guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Product Guide and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

## 2.1 Undertaking of the Company, (Cont'd.)

### 2.1.7 Non-Routine Installation

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

## 2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Product Guide, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- **(B)** of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- **(F)** on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- **(H)** in advance of its normal construction.

### 2.1 Undertaking of the Company, (Cont'd.)

## 2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this Product Guide remains in the Company, its partners, agents, contractors or suppliers.

#### 2.2 Prohibited Uses

- **2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- **2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Oklahoma Public Service Commission's regulations, policies, orders, and decisions.
- **2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgement or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Product Guide will apply.

### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

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

### 2.3 Obligations of the Customer

#### 2.3.1 General (cont'd.)

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

## 2.3 Obligations of the Customer (Cont'd.)

## 2.3.2 Liability of the Customer

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

### 2.4 Customer Equipment and Channels

#### 2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Product Guide. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Product Guide.

## 2.4.2 Station Equipment

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

#### 2.4 Customer Equipment and Channels (Cont'd.)

### 2.4.3 Interconnection of Facilities

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

## 2.4 Customer Equipment and Channels (Cont'd.)

#### 2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- **(C)** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

# 2.5 Customer Deposits and Advance Payments

# 2.5.1 Advance Payments

Reserved for future use.

- 2.5 Customer Deposits and Advance Payments (Cont'd.)
  - 2.5.2 Deposits

Reserved for future use.

### 2.6 Payment Arrangements

#### 2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Oklahoma gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Oklahoma Administrative Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Oklahoma, or both, and are charged to a subscriber's telephone number or account in Oklahoma.

#### 2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end of the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

### 2.6 Payment Arrangements (Cont'd.)

#### 2.6.2 Billing and Collection of Charges (Cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Product Guide or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5%, whichever is greater, will be applied to all amounts previously billed under this Product Guide, excluding one month's local service charge, but including arrears and unpaid late payment charges.

Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

Late payment charges do not apply to final accounts.

### 2.6 Payment Arrangements (Cont'd.)

## 2.6.2 Billing and Collection of Charges (Cont'd.)

- (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Oklahoma Corporation Commission in accordance with the Commission's rules and procedure. The addresses of the Commission are as follows:
  - (1) The street address of the Consumer Services Division is Oklahoma Corporation Commission, Consumer Services Division, 2101 N. Lincoln Blvd. Suite 460, Oklahoma City, OK 73105.
  - (2) The mailing address of the Consumer Services Division is P. O. Box 52000-2000, Oklahoma City, OK 73152-2000.
  - (3) The telephone numbers of the Consumer Services Division are (405) 521-2331 and (800) 522-8154.
  - (4) The hours of operation of the Consumer Services Division are 8:00 a.m. to 4:30 p.m. Monday through Friday.
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 8.6.2.

#### 2.6 Payment Arrangements (Cont'd.)

#### 2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Product Guide, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

Issued: April 9, 2020 Effective: April 10, 2020

(D) (D)

# 2.6 Payment Arrangements, (Continued)

### 2.6.3 Discontinuance of Service for Cause

- **(F)** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- **(G)** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- **(H)** Without notice in the event of tampering with the equipment or services furnished by the Company.

### 2.6 Payment Arrangements, (Continued)

#### 2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

#### 2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- **(D)** The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

### 2.6 Payment Arrangements, (Continued)

## 2.6.6 Changes in Services Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

### 2.6.7 Bad Check Charge

A service charge of \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

## 2.7 Allowances for Interruptions in Service

#### 2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Product Guide.
- **(B)** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

### 2.7 Allowances for Interruptions in Service, (Continued)

### 2.7.1 General (Continued)

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

#### 2.7.2 Limitations of Allowances

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

- (A) Due to the negligence of or noncompliance with the provisions of this Product Guide by any person or entity other than the Company, including but not limited to the Customer;
- **(B)** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

## 2.7 Allowances for Interruptions in Service, (Continued)

#### 2.7.2 Limitations of Allowances

- (E) A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider:
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- **(H)** That was not reported to the Company within thirty (30) days of the date that service was affected.

### 2.7.3 Use of Another Means of Communications

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

# 2.7 Allowances for Interruption in Service, (Continued)

# 2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- **(B)** For calculating credit allowances, every month is considered to have thirty (30) days.
- **(C)** A credit allowance will be given for interruption of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

# 2.7 Allowances for Interruption in Service, (Continued)

# 2.7.4 Application of Credits for Interruptions in Service, (Continued)

# (D) Interruptions of 24 Hours or Less

rvice to be Credited
None
′10 Day
/5 Day
/5 Day
/5 Day
/5 Day
ne Day

# (E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

## (F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

# 2.7 Allowances for Interruption in Service, (Continued)

#### 2.7.5 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this Product Guide by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- **(D)** interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- **(F)** interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- **(G)** that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

#### 2.7.6 Cancellation For Service Interruption

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

# 2.7 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

The maximum termination penalty is the lesser of these two amounts:

- 1) The difference between the term plan rates and the current month-to-month rates for the months actually completed in the service period in effect at the time of termination, or
- 2) The amount of the monthly payments remaining on the term plan.

#### 2.8 Reserved for Future Use

## 2.9 Joint Use Arrangements

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

# 2.10 Transfers and Assignments

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

#### 2.11 Notices and Communications

- 2.12.2 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- **2.12.3** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- **2.12.4** Except as otherwise stated in this Product Guide, all notices or other communications required to be given pursuant to this Product Guide will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- **2.12.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

## **SECTION 3.0 - SERVICE AREAS**

## 3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Southwestern Bell. 2) Windstream Oklahoma, Oklahoma Windstream, Windstream Communications Southwest.)

#### 3.2 Rate Classes

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this Product Guide. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in Southwestern Bell Local Exchange Product Guide.

Rate	Gro
	1
	2
	3
	4
	5
	6
	7

(I)

(I)

(N)

(N)

#### SECTION 3.0 - SERVICE AREAS (CONT'D)

#### 3.3 Extended Area Service Additive

Certain exchanges within the Telecommunications Service Territory within Oklahoma utilize an Extended Area Service additive to the rates provided in Sections 7.3 and 7.5 of this Product Guide. The following chart identifies the additive rates that need to be added to the rates in those sections for the Extended Area Service rate.

### Monthly Recurring Additive (Southwestern Bell)

Exchange Areas	Rate Group	Business1
Ada, Duncan	3	0.80
Braggs, Muskogee, Stillwater	4	0.65
Delaware, Hitchcock, Nowata	8	3.49
Altus, Blair, Prior	9	3.30
Headrick, Olustee, Roff	10	10.66
Copan, Marland	11	5.69
Perkins	12	12.50
Muldrow, Pocolo	13	6.44
Bristow, Catoosa, Chelsea	14	0.48
Claremore, Cleveland	14	0.48
Collinsville, Depew	14	0.48
Drumright, Henryetta	14	0.48
Jenks, Kiefer, Oilton	14	0.48
Okmulgee, Owasso	14	0.48
Sand Springs, Sapulpa	14	0.48
Skiatook, Sperry, Tulsa	14	0.48

<sup>1</sup> Rates are in addition to Business Flat Rate and PBX Trunk rates on pages 67 and 77 respectively. These rates and charges apply to Business Flat Rate lines and Flat Rate PBX Trunk services provided on a month-to-month basis. EAS Additive rates for Business Flat Rate lines on a 12, 24 or 36 month term plan, are discounted by 19%, 24% and 28%, respectively.

# Monthly Recurring Additive (Windstream Oklahoma Inc.)

Exchange Areas	Business
Velma	4.68
Sterling	16.42

Issued: November 23, 2023 Effective: December 23, 2023

### SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

## 4.1 Service Order and Change Charges

### 4.1.1 General

A Service Order Charge is a non-recurring charge which applies to each order to change existing service at the same location, or to disconnect service in whole or in part, subject to the exceptions listed below.

### 4.1.2 Exceptions to the Charge

No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.

When a Connection Charge, Restoral Charge, Change of TN Charge, or Primary Interexchange Carrier Charge applies to a particular customer order, a separate Service Order Charge does not apply to the customer's request for supplemental services or features encompassed by that order. The Company may from time to time waive or reduce the charge as part of a promotion.

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment; or (e) to disconnect service in whole or in part.

(Courthyraschama Poll)

		(Southwestern Bell)
4.1.3	Rates	<b>Business</b>
	Line Connection Charge	
	First Line	\$200.00 (I)
	Each Additional Line	\$200.00 (I)
	Line Change Charge	
	First Line	\$27.75
	Each Additional Line	\$27.75

(Windstream Oklahoma, Oklahoma Windstream, Windstream Communications Southwest.)

	Business
Service Order Charge (Initial)	\$30.00
Service Order Charge (existing customer)	\$15.00
Service Order Charge, Record Change	\$15.00
Line Connection Charge (each line/trunk)	\$15.00
Trip Charge	\$15.00
Installation Expedite Charge	\$650.00
Line Connection Charge	
First Line	\$200.00 (N)
Each Additional Line	\$200.00 (N)

Issued: January 23, 2025 Effective: February 23, 2025

# SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D)

## 4.1.4 Additional Service Connection Charges- All areas (T)

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

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

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

	<u>Per Line or Trunk</u>	<u>Per Order</u>
Disconnection Order Charge	\$24.75 (I)	
Change of Service Charge	\$24.75 (I)	
Change of Feature Charge		\$24.00

#### 4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time, per technician	<u>Business</u>
First Hour	\$250.00 (C)
Each Additional Hour	\$125.00 (C)
Dispatch but No Trouble Found or No Access-per dispat	ch \$250.00 (I)

## 4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed. In addition to the Service Charge the customer will be required to pay all charges due, including the charges for the period of denial.

	<u>Business</u>
Per occasion	\$40.00

Issued: February 14, 2023 Effective: February 15, 2023

# **SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS**

#### 5.1 General

#### 5.1.1 Services Offered

The following Network Services are available to business Customers and for resale by other carriers certificated by the Oklahoma Public Service Commission:

(D)

(C)

Standard Business Line Service PBX Trunk Service Direct Inward Dial (DID) Service Optional Calling Features

(C)

The following services are available to business Customers and are not offered on a resale basis as of the effective date of this page.

(C)

Listing Services (including Non Published and Non Listed Services)
Directory Assistance

Miscellaneous Services (including Vanity Numbers and Number Portability)

# 5.1.2 Application of Rates and Charges

All services offered in this Product Guide are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks and Digital/DS1 service.

(C)

## SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)

#### 5.1 General (Continued)

# 5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire-fighting, Oklahoma State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

# 5.2 Call Timing for Usage Sensitive Services

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

- **5.2.1** Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- **5.2.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- **5.2.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- **5.2.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- **5.2.5** All times refer to local time.

#### 5.3 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

- 5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- **5.3.2** The airline distance between any two rate centers is determined as follows:
  - Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
  - Step 2: Computer the difference between he "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.
  - Step 3: Square each difference obtained in step (b) above.
  - Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
  - Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
  - Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- **5.3.3** The formula for distance calculations is:

$$(V_1 - V_2)^2 + (H_1 - H_2)^2$$
 10

## 5.4 Rate Periods for Time of Day Sensitive Services

**5.4.1** For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this Product Guide.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO							
5:00 PM*		DAYTI	ME RATE P	ERIOD			
5:00 PM							
TO		EVENI	NG RATE P	ERIOD			EVE
11:00 PM*							
11:00 PM TO							
8:00 AM*			NIGHT/W	EEKEND RA	ΓΕ PERIOD		

<sup>\*</sup>Up to but not including.

- 5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.
- **5.4.3** For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day January 1

Memorial Day As Federally Observed

Independence Day July 4

Thanksgiving Day As Federally Observed

Christmas Day December 25

5.5



(D)

#### 5.6 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

## 5.7 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

#### 5.8 Reserved for Future Use

# 5.9 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enables DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

#### 5.10 Reserved for Future Use

# 5.1 5.11 Optional Calling Features

The features listed in Section 5.11.1 are offered by the Company to Business Customers. Refer to Price Lists in Sections 6 and 7 of this Product Guide for specific features offered with each type of local exchange service.

### 5.1.1 Features Descriptions

(A) Flexible Call Forwarding: Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding; Priority Screening; Ring Control; and Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- **(B)** Call Forwarding Variable: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (C) Call Forwarding Variable, Remote Access: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

# 5.11 Optional Calling Features, (continued)

### 5.11.1 Feature Descriptions, (continued)

- **(D) Call Forwarding Don't Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- **(E) Call Forwarding Busy Line:** Permits the forwarding of incoming calls when the enduser's line is busy. The forwarded number is fixed by the end-user service order.
- **(F) Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.
- **(G) Call Waiting:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold; Answer the waiting call and disconnecting from the first party; Direct the waiting caller to hold via a recording Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding don't Answer feature active in order to forward a waiting call to another location.

- **(H) Caller ID:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide
- **(I)** the necessary CPE.

# 5.11 Optional Calling Features, (continued)

### 5.11.1 Feature Descriptions, (continued)

- (I) Anonymous Call Rejection: Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- (J) Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- **(K) Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- **(L) Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

# 5.14 Optional Calling Features, (continued)

### 5.14.1 Feature Descriptions, (continued)

- (M) Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (N) Multiple Directory Number Distinctive Ringing: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing First Number and Distinctive Ringing Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- (O) Repeat Dialing: Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

**(P) Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

# 5.12 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

#### 5.12.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

## 5.12.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

## 5.13 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

#### 5.15 Miscellaneous Services

# **5.15.1** Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

## 5.15.2 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

# SECTION 6.0 - RESERVED FOR FUTURE USE

## SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST

## 7.1 General

Services provided in this Product Guide section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof.

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# 7.2 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Touch tone service is provided with the Standard Business Line. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

## 7.3 Standard Business Local Exchange Service, (Continued)

# 7.3.1 Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis or for a 12, 24 or 36 month term plan.

#### (Southwestern Bell)

	Month to			
RATE CLASS	$\underline{\text{Month}^1}$	12 Month <sup>1</sup>	24 Month <sup>1</sup>	36 Month <sup>1</sup>
Rate Class 1-14	\$2391.25 (I)	\$1936.91 (I)	\$1817.35 (I)	\$1721.70 (I)

(Oklahoma Windstream)

## **MONTHLY**

<u>Exchange</u>	<b>Business One Party</b>	Key System
Baron (EAS to Stillwell)	\$24.20	\$26.25
Cameron	\$24.20	\$26.25
Heavener	\$24.20	\$26.25
Monroe-Howe (EAS to Poteau)	\$24.20	\$26.25
Poteau (EAS to Monroe-Howe)	\$24.20	\$26.25
Stillwell (EAS to Baron)	\$24.20	\$26.25
Vian	\$24.20	\$26.25
Wister	\$24.20	\$26.25

Issued: January 23, 2025 Effective: February 23, 2025

<sup>&</sup>lt;sup>1</sup> Extended Area Service Additives specified on page 44, Section 3.3. are in addition to the above rates

# 7.3 Standard Business Local Exchange Service, (Continued)

# 7.3.1 Monthly Recurring Charges (cont'd)

(Oklahoma Windstream cont'd)

## Extended Area Service Plan

This optional plan provides for one-way originating calling to a designated exchange or zone. Each originating exchange or zone will have only one designated calling exchange or zone as defined below. The monthly recurring rate below allows the customer to place 2000 minutes of calls per month. Any calls that are in addition to the 2000 minutes will be billed as noted below. Unused minutes from one month do not carry forward to another month.

**Extended Community** Originating Exchange/Zone Westville Baron Cameron Poteau Heavener Poteau Monroe- Howe Heavener Poteau Heavener Stillwell Talequah Vian Salisaw Wister Poteau

This service is provided on a per line basis and is available only to customers on their current lines at their current location that on September 21, 1999 subscribed to Extended Community Saver Unlimited Plan as provided by Southwestern Bell.

Monthly RateOver 2000 MOUBusiness\$30.00\$0.08 per minute

## 7.3 Standard Business Local Exchange Service, (Continued)

# 7.3.1 Monthly Recurring Charges (cont'd)

(Windstream Oklahoma)

<u>Exchange</u>	Business One Party	Key System
Ashland (EAS to Kiowa, Wardville)	\$24.20	\$26.25
Battiest	\$24.20	\$26.25
Burns Flat (EAS to Dill City, Foss)	\$24.20	\$26.25
Butler (EAS to Hammon)	\$24.20	\$26.25
Canute (EAS to Foss)	\$24.20	\$26.25
Clarita	\$24.20	\$26.25
Connerville (EAS to Mill Creek)	\$24.20	\$26.25
Corn (EAS to Bessie)	\$24.20	\$26.25
Dill City (EAS to Burns Flat)	\$24.20	\$26.25
Elmore City (EAS to Elmore West)	\$24.20	\$26.25
Elmore West (EAS to Elmore City)	\$24.20	\$26.25
Foss (EAS to Canute, Burns Flat)	\$24.20	\$26.25
Gerty	\$22.60	\$24.40
Gotebo (EAS to Mt. View)	\$24.20	\$26.25
Hammon (EAS to Butler)	\$24.20	\$26.25
Kiowa (EAS to Ashland, Wardville)	\$24.20	\$26.25
Millburn	\$24.20	\$26.25
Mill Creek (EAS to Connerville)	\$24.20	\$26.25
Mt. View (EAS to Gotebo)	\$24.20	\$26.25
Pike City (EAS to Ratcliffe City, Velma)	\$24.20	\$26.25
Ratcliffe City (EAS to Velma, Pike City)	\$24.20	\$26.25
Roosevelt (EAS to Snyder)	\$24.20	\$26.25
Savanna	\$24.20	\$26.25
Smithville	\$24.20	\$26.25
Snyder (EAS to Roosevelt)	\$24.20	\$26.25
Sterling (1)	\$24.20	\$26.25
Stringtown	\$24.20	\$26.25
Velma (2) (EAS to Pike City, Ratcliffe City)	\$24.20	\$26.25
Wardville (EAS to Kiowa, Ashland)	\$24.20	\$26.25

#### Notes:

Velma EAS to Duncan \$4.68 additive per month

<sup>(1)</sup> The mandatory additional charge for Wide Area Calling Plan per access line in Sterling is \$16.42 monthly. The Wide Area Calling Plan (WACP) seven digit dialing calling scope includes the exchanges of: Apache, Cache, Chattanooga, Elgin, Fletcher, Indiahoma, Lawton, Medicine Park and Walters.

<sup>(2)</sup> The following local extended area service charges are in addition to exchange rates

## 7.3 Standard Business Local Exchange Service, (Continued)

# 7.3.1 Monthly Recurring Charges

(Windstream Oklahoma cont'd)

#### Extended Area Service Plan

This optional plan provides for one-way originating calling to a designated exchange or zone. Each originating exchange or zone will have only one designated calling exchange or zone as defined below. The monthly recurring rate below allows the customer to place 2000 minutes of calls per month. Any calls that are in addition to the 2000 minutes will be billed as noted below. Unused minutes from one month do not carry forward to another month.

Originating Exchange/Zone	<b>Extended Community</b>
Ashland	McAlester
Battiest	Broken Bow
Burns Flat	Elk City
Butler	Clinton
Canute	Elk City
Clarita	Coalgate
Connerville	Tishomingo
Corn	Weaterford
Dill City	Cordell
Elmore City	Pauls Valley
Elmore City West	Lindsay
Foss	Clinton
Gerty	Allen
Gotebo	Hobart
Hammon	Elk City
Kiowa	McAlester
Milburn	Tishomingo
Mill Creek	Tishomingo
Mountain View	Carnegie
Pike City	Healdton
Ratcliffe City	Duncan
Roosevelt	Hobart
Savanna	McAlester
Smithville	Broken Bow
Snyder	Lawton
Sterling	Marlow
Stringtown	Atoka
Velma	Marlow
Wardville	McAlester

This service is provided on a per line basis and is available only to customers on their current lines at their current location that on September 21, 1999 subscribed to Extended Community Saver Unlimited Plan as provided by Southwestern Bell.

 Monthly Rate
 Over 2000 MOU

 \$30.00
 \$0.08

#### 7.3 Standard Business Local Exchange Service, (Continued)

# 7.3.1 Monthly Recurring Charges (cont'd)

(Windstream Oklahoma cont'd)

## McAlester Calling Plan

The McAlester Calling Plan is an optional calling plan that allows customers to call Southwestern Bell's McAlester exchange on a local dialed basis. This plan applies only to direct dialed calls and is available in the exchanges specified below.

The McAlester Calling Plan provides business customers up to two (2) hours of calling to the McAlester exchange for a fixed monthly rate. This rate is in addition to the local exchange rates. Usage exceeding two (2) hours will be charged a per minute rate. See rates and charges below.

The McAlester Calling Plan is available in the following exchanges:

Ashland Kiowa Savanna Wardville

#### Rates and Charges

Customers who choose the McAlester Calling Plan will pay the following fixed monthly rate for calling up to two (2) hours of usage. Usage exceeding two (2) hours will be charged the following per minute rate.

Monthly Rate \$9.00 Per Minute Rate Above Two (2) Hours \$0.09

# 7.3 Standard Business Local Exchange Service, (Continued)

# 7.3.1 Monthly Recurring Charges (cont'd)

(Windstream Communications Southwest)

<u>Exchange</u>	<b>Business One Party</b>	Manual Trunk (Key)
Asher	\$30.11	\$30.11
Avant	\$42.78	\$42.78
Barnsdall	\$42.78	\$42.78
Boynton	\$30.11	\$30.11
Broken Arrow	\$41.78	\$41.78
Checotah	\$33.16	\$33.16
Coweta	\$41.78	\$41.78
Fairfax	\$30.11	\$30.11
Haskell	\$42.78	\$42.78
Hominy	\$42.78	\$42.78
Kaw City	\$30.11	\$30.11
Lindsay	\$33.16	\$33.16
Maysville	\$30.11	\$30.11
Meeker	\$42.78	\$42.78
Morris	\$42.78	\$42.78
Paden	\$30.11	\$30.11
Porter	\$42.78	\$42.78
Prague	\$30.11	\$30.11
Purcell	\$42.78	\$42.78
Ramona	\$42.78	\$42.78
Snug Harbor	\$41.78	\$41.78
St. Louis	\$30.11	\$30.11
Stroud	\$28.11	\$28.11
Tecumseh	\$42.78	\$42.78
Wagoner	\$41.78	\$41.78
Washington	\$42.78	\$42.78
Wayne	\$33.16	\$33.16

## 7.3 Standard Business Local Exchange Service, (Continued)

## 7.3.1 Monthly Recurring Charges (cont'd)

Windstream Communications Southwest (cont'd)

**EXTENDED LOCAL CALLING ACCESS AREAS -** Listed below are exchanges which have Extended Area Service and, or the Wide Area Calling Plans (WACP) service, when appropriate.

Exchange: Extended Calling To:

Avant Tulsa WACP<sup>(1)</sup>

Barnsdall Tulsa WACP<sup>(1)</sup>

Broken Arrow Tulsa WACP<sup>(1)</sup>

Coweta Tulsa WACP<sup>(1)</sup>

Haskell Tulsa WACP<sup>(1)</sup>

Hominy Tulsa WACP<sup>(1)</sup>

Meeker Oklahoma City WACP<sup>(2)</sup>

Morris Tulsa WACP<sup>(1)</sup>

Paden Prague

Porter Tulsa WACP<sup>(1)</sup>

Prague Paden

Purcell Wayne, Oklahoma City WACP<sup>(2)</sup>

Ramona Tulsa WACP<sup>(1)</sup>
Snug Harbor Tulsa WACP<sup>(1)</sup>

Tecumeseh Oklahoma City WACP<sup>(2)</sup>

Wagoner Tulsa WACP<sup>(1)</sup>

Washington Oklahoma City WACP<sup>(2)</sup>

Wayne Purcell

<sup>(1)</sup>Tulsa Wide Area Calling Plan includes: Avant, Barnsdall, Beggs, Bixby, Bixby North, Bristow, Broken Arrow, catoosa, Chelsea, Claremore, Cleveland, Collinsville, Coweta, Depew, Drumright, Hallett, Haskell, Henryetta, Hominy, Inola, Jenks, Jennings, Kellyville, Keystone, Kiefer, Mannford, Mannford East, Morris, Mounds, Ochelata, Oglesby, Oilton, Okmulgee, Osage, Owasso, Porter, Prue, Ramona, Sand Springs, Sapulpa, Skiatook, Snug Harbor, Sperry, Talala, Tulsa, Wagoner, Wynona.

(2) Oklahoma City WACP includes: Arcadia, Bethany, Blanchard, Britton, Calumet, Cedar Lake, Chickasha, Choctaw, Cresent, Dibble, Edmond, El Reno, Guthrie, Harrah, Jones, Kingfisher, Luther, McLoud, Meeker, Meridian, Midwest City, Minco, Moore, Mustang, Newalla, Newcastle, Nicoma Park, Noble, Norman, Okarche, Oklahoma, City, Peidmont, Pocasset, Purcell, Shawnee, Spencer, Stella, Tecumseh, Tribbey, Tuttle, Union City, Washington, Wellston, Wheatland, Yukon.

## 7.3 Standard Business Local Exchange Service, (Continued)

## 7.3.1 Monthly Recurring Charges (cont'd)

Windstream Communications Southwest (cont'd)

Optional Measured Service (OMS) is an exchange service for which a regular monthly charge is billed to the customer for incoming service and for access to the local network. Local usage charges will apply in addition to the monthly charge for local calls originated and completed.

#### Measured Service Components

<u>Frequency</u> - A set up charge will be applied to each completed call. Rates for set ups are given in the rate table which follows.

<u>Duration</u> - Monthly billing is based on monthly cumulative minutes of use by distance bands with fraction of minutes rounded to the next higher minute.

<u>Distance</u> - Rate bands A through F relate to intraexchange and interexchange mileage determined by measuring the airline distance between central offices.

<u>Time-of-Day</u> - Discount rates for time-of-day and day-of-week apply as outlined in this section of the Product Guide.

Optional Measured Service is offered to business customers in the exchanges listed below. Exchanges will be included in these terms of service as they are converted to Stored Program technology.

<u>Metro</u>	Non-Metro
Broken Arrow	Coweta
	Purcell
	Snug Harbor
	Wagoner

## **Discount**

The discount for the reduced rate period given in the Rate Discount and Application Period table following is expressed as a percent reduction of the sum of the Set Up and Per Minute charges calculated at the rates published in the usage rate table and is applied to message connections established during the period indicated in the Rate Discount and Application Period table.

The time when a connection is established determines whether full rate or discount rates apply.

In cases where a message begins in one rate period and ends in another, the rate in effect at the time the connection is established applies.

## 7.3.1 Monthly Recurring Charges (cont'd)

Windstream Communications Southwest (cont'd)

Optional Measured Service (OMS cont'd)

## Determining a Rate

Refer to the usage rate table. Select the applicable Band according to the appropriate mileage. Follow across the table to select the rate for the Set Up charge and Per Minute charge for OMS use between the calling and called exchange areas.

If the call is placed during a discount period as defined in the Rate Discount and Application Period table, apply the percent discount.

#### LOCAL ACCESS RATE SCHEDULES

Business	Monthly R	Monthly Rate	
	Non-Metro	Metro	
	\$17.86	\$21.86	

Usage Rates for Originated, Completed Calls

# **Full Rate Period**

			<u>Set Up</u>	Each Minute
Band A (W	ithin Hom	e Calling Area)	\$0.025	\$0.016
	<u>Over</u>	<u>Up to and</u> <u>Including</u>		
Band B	0	7 Miles	\$0.031	\$0.020
Band C	7	14 Miles	\$0.043	\$0.028
Band D	14	21 Miles	\$0.055	\$0.036
Band E	21	28 Miles	\$0.067	\$0.044
Band F	28		\$0.079	\$0.051

Mileage associated with the Inter Wire Center usage rates are measured wire center to wire center using the V & H Coordinates procedure.

# Rate Discount and Application Period

11 P.M 7 A.M. (1) Monday through Friday	40% Discount
11 P.M. Friday - 7 A.M. (1) Monday	40% Discount
All Day Jan.1, July 4, Labor Day, Thanksgiving, and Christmas	.40% Discount

(1) Up to, but not including.

## 7.3 Standard Business Local Exchange Service, (Continued)

## 7.3.2 Other Monthly Recurring Charges

## (A) Hunting (a/k/a Rotary or Grouping)

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Class.

(Southwestern Bell)

RATE CLASS	HU	NTING SERV	VICES	
	Rotary	Circle	Preferential 1	
Rate Class 1-7	\$97.00 (I)	\$97.00 (I)	\$97.00 (I)	

 $(Windstream\ Oklahoma, Oklahoma\ Windstream, Windstream\ Communication\ Southwest.)$ 

Rotary Hunting Line Charge, in addition to rate for exchange access arrangement... \$2.90

## 7.4 Reserved for future use

<sup>1</sup> Rates apply per line equipped with a preferential list.

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### 7.5 Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Section 7.3).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6). (Southwestern Bell)

	PBX Trunk	PBX Trunk
RATE CLASS	One or Two Way <sup>1</sup>	Inbound Only <sup>1</sup>
Rate Class 1-7	\$3522.50 (I)	\$3522.50 (I)

		PBX IOD
	PBX IOD Trunk &	Trunk & Port-
	Port-Flat Rate	Flat Rate
RATE CLASS	Trunks 1-10 <sup>1</sup>	Trunks 11+1
Rate Class 1	\$3576.50 (I)	\$3527.00 (I)

<sup>1</sup>These rates are in addition to the Extended Area Service Additives specified on page 44, Section 3.3.

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## 7.5 Business PBX Trunk Service (Cont'd)

(Oklahoma Windstream)

<u>Exchange</u>	PBX Trunk
Baron	\$41.70
Cameron	\$41.70
Heavener	\$41.70
Monroe-Howe	\$41.70
Poteau	\$41.70
Stillwell	\$41.70
Vian	\$41.70
Wister	\$41.70

## (Windstream Oklahoma)

<u>Exchange</u>	PBX Trunk
Ashland	\$26.50
Battiest	\$26.50
Burns Flat	\$26.50
Butler	\$26.50
Canute	\$26.50
Clarita	\$26.50
Connerville	\$26.50
Corn	\$26.50
Dill City	\$26.50
Elmore City	\$26.50
Elmore West	\$26.50
Foss	\$26.50
Gerty	\$26.50
Gotebo	\$26.50
Hammon	\$26.50
Kiowa	\$26.50
Millburn	\$26.50
Mill Creek	\$26.50
Mt. View	\$26.50
Pike City	\$26.50
Ratcliffe City	\$26.50
Roosevelt	\$26.50
Savanna	\$26.50
Smithville	\$26.50
Snyder	\$26.50
Sterling	\$26.50
Stringtown	\$26.50
Velma	\$26.50
Wardville	\$26.50

# 7.5 Business PBX Trunk Service (Cont'd)

(Windstream Communications Southwest)

Exchange	PBX Trunk
Asher	\$30.11
Avant	\$42.78
Barnsdall	\$42.78
Boynton	\$30.11
Broken Arrow	\$41.78
Checotah	\$33.16
Coweta	\$41.78
Fairfax	\$30.11
Haskell	\$42.78
Hominy	\$42.78
Kaw City	\$30.11
Lindsay	\$33.16
Maysville	\$30.11
Meeker	\$42.78
Morris	\$42.78
Paden	\$30.11
Porter	\$42.78
Prague	\$30.11
Purcell	\$42.78
Ramona	\$42.78
Snug Harbor	\$41.78
St. Louis	\$30.11
Stroud	\$28.11
Tecumseh	\$42.78
Wagoner	\$41.78
Washington	\$42.78
Wayne	\$33.16

## 7.6 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are route directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this Product Guide. The Customer will be charged for the number of DID numbers utilized out of the available 10 numbers.

(Sout	hwestern	Bell)
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	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide		
1st Block of 10 DID Numbers	\$120.00	\$413.00 (I)
Each Additional Block of 10 DID Numbers	\$10.00	\$413.00 (I)
Establish Trunk Group and Provide		
1st Block of 100 DID Numbers	\$168.00	\$1698.00 (I)
Each Additional Block of 100 DID Numbers	\$168.00	\$1698.00 (I)
Non-Consecutive DID Numbers, each		\$154.00 (N)
DID Port (in addition to recurring and non-recurring rates for PBX		
Trunks)	\$6.75 per Port	\$2585.00 (I)

## (Windstream Communications Southwest)

	Nonrecurring	<u>Monthly</u>
DID Trunk Terminations, per trunk (in addition to recurring and non-recurring rates for PBX Trunks)	\$150.00	\$35.00
DID Station Numbers		
-Block of 20 numbers (2)		\$8.00
-Block of 100 numbers		\$30.00
Re-instatement of a DID number to a DID		
Number block, per individual DID number assigned		
-First Number	\$200.00	\$1.00
-Each Additional Number	\$20.00	\$1.00

<sup>(2)</sup> Available only from Digital Central Offices.

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## 7.7 Direct Inward-Outward Dialing Service (DIOD)

Direct Inward-Outward Dialing Service is a Central Office based service that permits incoming calls to reach customer provided equipment, without the assistance of an attendant, and allows the trunk to be used to place outgoing calls. DIOD Service works in conjunction with DID Service. The rates and charges associated with DIOD are in addition to the applicable rates and charges for DID Service.

	<b>Nonrecurring</b>	<u>Monthly</u>
(AT&T Southwestern Bell) 1-10 Trunks	\$210.75	\$54.00 (N)
(AT&T Southwestern Bell) 11 Trunks & over	\$6.75	\$4.50 (N)
(Windstream Communications Southwest)	\$100.00	\$35.00

## 7.8 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

## 7.8.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

#### (Southwestern Bell)

Optional Calling Features	Business
Three-Way Calling <sup>1</sup>	\$3.00
Call Return <sup>2</sup>	\$3.00
Auto Redial	\$0.50
Call Trace, Per Call	\$9.00

The monthly maximum charge for each optional calling features noted above is \$6.00 the exception of Call Trace.

(Windstream Oklahoma, Oklahoma Windstream, Windstream Communications Southwest.)

Optional Calling Features	Business
Three-Way Calling	\$1.50
Call Return	\$1.50
Automatic Recall	\$1.50
Call Forwarding	\$1.50

The monthly maximum charge for each optional calling features noted above is \$12.00

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<sup>&</sup>lt;sup>1</sup> Blocking of this service is available free of charge upon request. Customers subscribing to ISDN lines, PBX, Three-Way Calling Subscribed lines, data access lines, will be restricted from activating Usage Sensitive Three-way Calling.

<sup>&</sup>lt;sup>2</sup> Blocking of this service is available at no charge upon customer request.

## 7.8 Optional Calling Features, (Continued)

## 7.8.2 Features Offered on a Monthly Basis

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

(Southwestern Bell)

Optional Calling Feature	Business
-	
Call Forwarding Variable - Standard	\$27.83
Call Forwarding Variable - Selective	5.75
Remote Access Call Forwarding	3.16
Remote Call Forwarding (initial and additional path)	89.33
Call Forwarding Don't Answer	12.52
Call Forwarding Busy Line	12.52
Call forwarding Busy Line /Don't Answer	16.70
Call Waiting – Basic	27.83
Call Waiting - Deluxe	6.75
Caller ID - Name & Number (Deluxe)	30.43
Caller ID Basic	30.43
Anonymous Call Rejection	26.44
Call Block	3.00
Call Return	21.57
Simultaneous Call Forwarding	4.80
Auto Redial	3.45
Speed Calling (8 codes)	16.90
Speed Calling (30 codes)	8.75
Three Way Calling	26.44
Priority Call	3.45
Privacy Manager	55.66
Hot Line	797.00 (I)
Trunk Make Busy Arrangement	985.00 (I)
Hunting - Rotary, Circle & Preferential	97.00

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- 7.8 Optional Calling Features, (Continued)
- 7.8.2 Features Offered on a Monthly Basis (Cont'd)

(Windstream Oklahoma, Oklahoma Windstream, Windstream Communications Southwest.)

<b>Optional Calling Feature</b>	Business
Anonymous Call Rejection	\$3.99
Call Forwarding-Basic	\$6.99
Call Forwarding Variable Multipath	\$5.99
Call Forwarding-Busy	\$3.99 \$3.99
Call Forwarding-Dusy Call Forwarding-Don't Answer	\$3.99 \$3.99
Call Forwarding-BY/DA	\$3.99 \$3.99
Call Forwarding Busy Line / Do Not	ψ3.99
Answer Variable	\$4.99
	\$6.00
Call Waiting	
Call Waiting	\$6.99 \$2.00
Cancel Call Waiting	
Call Waiting-Cancel Call Waiting	\$7.00
Caller ID (Number Only)	\$10.99
Call Waiting ID	\$11.99
Call Waiting ID	\$2.99
Call Priority/Selector	\$4.99
Distinctive Ring One Dependent	\$6.00
Number	¢4.00
Last Number/Saved Number Redial	\$4.99
Select/Preferred Call Forward	\$6.00
Select Call Block	\$4.99
Speed Calling (8-Code)	\$5.00
Speed Calling (30-Code)	\$5.99
Special Call Acceptance	\$5.99
Special Call Forwarding	\$5.99
Special Call Waiting	\$6.00
Three-Way Calling	\$6.99
Unlimited Call Return	\$4.99
Unlimited Repeat Dialing	\$4.99
Selective Class of Call Screening	\$4.00
Collect and/or or 3rd Number)	<b>#4.00</b>
Toll Restriction Option 1	\$4.99
Toll Restriction Option 2	\$4.99
Block 900/976 Calls	\$3.50
SelectLine Service	\$3.50

Effective: April 1, 2017

#### SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

## 7.8 Optional Calling Features, (Continued)

#### 7.8.3 Custom Calling Feature Packages

## A. Business Deluxe Package

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

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

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

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

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

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

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

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

- Anonymous Call Rejection
- Call Blocker

Issued: March 1, 2017

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

## 7.8 Optional Calling Features, (Continued)

## 7.8.3 Custom Calling Feature Packages, (Continued)

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

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

#### Rates

Business Deluxe Package

	Monthly Rate
With Call Waiting, with RACF	17.00
Without Call Waiting, with RACF	17.00
With Call Waiting, without RACF	17.00
Without Call Waiting, without RACF	17.00

#### B. Business Feature Select

## 1. Description

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

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

#### 2. Service Interactions

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

## 7.8 Optional Calling Features, (Continued)

## 7.8.3 Custom Calling Feature Packages, (Continued)

## 3. General Regulations

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

## 7.8 Optional Calling Features, (Continued)

## 7.8.3 Custom Calling Feature Packages, (Continued)

#### 4. Limitations

- a. Business Feature Select is available to business customers only.
- b. This package is not available with ISDN, PBX, Coin, PRI, Centrex, Plexar, and other non-POTS classes of services (e.g. Inmate or hotel-motel lines), 800/900, Cellular, Semi-Public Service, WATS, Foreign Exchange Service, DID, Payphone Exchange Access Service, Hot Line and Warm Line, Telebranch, and Location Routing Service.
- c. Discounted monthly rates for any other combinations of the services provided in Business Feature Select on the same access line, as specified elsewhere in this Product Guide, do not apply to the component services selected by the customer within Business Feature Select.
- d. The Business Feature Select component services may only be purchased as a monthly subscription. Pay-per-activation services and charges are not included in the Business Feature Select package price.
- e. Business Feature Select subscribers will benefit from the Business Feature Select price until they disconnect one or more of the component services.
- f. Business Feature Select subscribers will benefit from the Business Feature Select price if, on the same order, they disconnect one or more selectable component services and replace those disconnected services with other services from the Selection List.
- g. If the customer subscribes to more than five Call Management Services on the Selection List, the five most expensive will be included in the package. Services purchased in excess of those ordered as components of Business Feature Select will be charged at their standard Product Guide rates and may include any applicable discounts.

## 7.8 Optional Calling Features, (Continued)

# 7.8.3 Custom Calling Feature Packages, (Continued)

## 5. Rates

Business Feature Select

	Monthly Rate
With Caller ID	12.00
Without Caller ID	12.00

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7.8 Optional Calling Features, (Continued)

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7.8 Optional Calling Features, (Continued)

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7.8 Optional Calling Features, (Continued)

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7.8 Optional Calling Features, (Continued)

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7.8 Optional Calling Features, (Continued)



## 7.8 Optional Calling Features, (Continued)

#### 7.8.4 MetPak Plus Bundled Service Plan\*

#### 1. Overview

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

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

#### 2. Available Features

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

Anonymous Call Rejection Call Waiting ID

Call Block Caller ID Name and Number

Call Forward Busy Line Hunting

Call Forward Don't Answer Remote Access Call Forwarding

Call Forward Don't Answer Ring Control Repeat Dialing
Call Forward Variable Speed Calling 8
Call Return Speed Calling 30
Call Waiting Three Way Calling

## 3. Requirements

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

## 4. Rates, per line per month

Month to Month 12 Months 24 Months 36 Months \$350.00 \$180.00 \$170.00 \$160.00

Issued: December 1, 2024 Effective: December 31, 2024

<sup>\*</sup>These plans are grandfathered effective 11/17/2024 and are only available to customers at their current rates at existing locations. Renewals or extensions of MTM or term contract rates are no longer available.

#### 7.9 Subscriber Intrastate Access Service

#### 7.9.1 General Description

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

#### 7.9.2 Limitations

- (A) A telephone number is not provided with Subscriber Intrastate Access Service.
- (B) Detail billing is not provided with Subscriber Intrastate Access Service.
- (C) Directory listings are not included with Subscriber Intrastate Access Service.
- (D) Intercept arrangements are not included with Subscriber Intrastate Access Service

## 7.9.3 Undertaking of the Company

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

#### 7.9.4 Term of Service

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

## 7.9.5 Rate Regulations

- (A) If Customer is eligible to receive prorated credit for their associated local exchange service, such as for network outages or suspension or termination of service, the Subscriber Access Charge will be prorated or credited in the same manner consistent with the terms of this tariff and any contract. No other credits are available for Subscriber Intrastate Access Service.
- (B) When Customer is provided more than one local business exchange service in a state, the Subscriber Access Charge Multi-line Business Subscriber rates are assessed for each line.
- (C) The Subscriber Access Charge, as set forth in 7.9.6 following, will be billed to the end user subscriber of the associated local exchange service, including, where applicable, a reseller of the associated local exchange service, in which case the reseller shall be deemed an end user for purposes of application of such charges.
- (D) For each local exchange service provided as remote call forwarding business service under the Local Exchange Service Tariff or Product Guide, the Subscriber Access Charge does not apply.

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## 7.9 Subscriber Intrastate Access Service, continued

## 7.9.5 Rate Regulations, continued

## **7.9.6** Rates

	ILEC AREA / OCN		
	AT&T		
<b>Business Customer</b>	(SBC)/	Windstream /	
Service Type	5215	1165, 1965, 2011	
Single Line Local			
Exchange Service	7.50	7.50	
Multi-line Local			
Exchange Service	10.16 (I)	10.20	
Centrex	10.16 (I)	10.20	
Trunk	10.16 (I)	10.20	
PRI	50.80 (I)	51.00	
T-1/Digital PBX	50.80 (I)	51.00	
T-1/Digital PBX Resale	243.84 (I)	244.80	
BRI	8.00	8.00	

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## SECTION 7.0 - EXCHANGE SERVICES PRICE LIST (CONTINUED)

## 7.10 Local Telecom Surcharge

- 7.10.1 Rate Regulations,
- (A) Telecommunications rules and regulations allow Incumbent Local Exchange Carriers to increase rates to wholesale providers in the form of a surcharge per line. As a result of these rate increases, the Company will assess the Local Telecom Surcharge on all local exchange service lines provided by the Company. See table in paragraph 7.15 following for rates.

## 7.11 Carrier Access Recovery Charge

- 7.11.1 Rate Regulations,
- (A) Customers assessed a Subscriber Intrastate Access Charge as specified in paragraph 7.9.6 preceding will be assessed a flat-rated, monthly Carrier Access Recovery Charge (CARC). CARCs will be billed to the associated end user or reseller of the local exchange services except for those customers who participate in the Lifeline Assistance Program. See table in paragraph 7.15 following for rates.

## 7.12 Regulatory Recovery Fee-State

- 7.12.1 Rate Regulations,
- (A) Regulatory Recovery Fee-State (RRF-S) is a charge assessed to recover the costs of state and local regulatory activities, including costs associated with compliance filings, payments to industry organizations for required services, legal expenses and employee salaries related to those Company regulatory activities. See table in paragraph 7.15 following for rates.

#### 7.13 End User Port Charges

7.13.1 Rate Regulations,

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

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

See table in paragraph 7.16 following for rates

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## SECTION 7.0 - EXCHANGE SERVICES PRICE LIST (CONTINUED)

## 7.14 Local Portability Charge

## 7.14.1 Rate Regulations,

- (A) Telecommunications rules and regulations require all local phone companies to provide "service provider number portability," which allows customers to retain their local phone number when switching companies to provide their local phone service. The Local Portability Charge (LPC) is used by telephone companies to recover the costs associated with the development, implementation, and operability of service provider number portability.
- (B) The Company will assess the Local Portability Charge (LPC) on all local exchange services. The LPC, as set forth below applies to all local exchange service lines provided by the Company. See table in paragraph 7.15 following for rates.

## 7.15 Rate Table (LTS, CARC, RRF-S and LPC) applies to all Service Areas:

## Monthly Per Line or Per Trunk\*

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

<sup>\*</sup>Unless otherwise noted

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## SECTION 7.0 - EXCHANGE SERVICES PRICE LIST (CONTINUED)

# 7.16 End User Port Charge Rate Table

## Business Monthly Per Line or Per Trunk\*

Services	End User Port Charge	
Services	AT&T (SBC) / 5215	Windstream / 1165, 1965, 2011
Single Line Local Exchange Svc.	\$0.99	1
Multi-line Local Exchange Svc.	\$0.99	-
Lifeline customer	-	-
ISDN BRI	\$1.59	-
ISDN PRI (rates per svc.)	\$49.01	\$46.00
Foreign Exchange-Single Line	\$0.99	-
Foreign Exchange-Multi-Line	\$0.99	-
Remote Call Forward	-	-
Centrex	\$0.99	-
Trunks	\$0.99	-
T-1/Digital PBX (rates per svc.)	\$23.76	\$46.00

<sup>\*</sup>Unless otherwise noted

Issued by:

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#### SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

## 8.1 Additional Directory Listings

There is a monthly charge for each additional directory listing. The following charge applies to additional listings requested by the Customer over and above the one free listing provided to all Customers.

Additional directory listing, per month (Southwestern Bell)

Monthly Rate Service Charge

Business \$7.00 \$18.00

(Windstream Oklahoma, Oklahoma Windstream, Windstream Communications Southwest)

Monthly Rate Service Charge
Business \$5.99 \$15.00

#### 8.2 Non-Published

There is a monthly charge for each non-published service.

Non-published service charge, per month (Southwestern Bell)

Monthly Rate Service Charge

Business \$6.50 \$18.00

(Windstream Oklahoma, Oklahoma Windstream, Windstream Communications Southwest.)

Monthly RateService ChargeBusiness\$5.99\$15.00

#### 8.3 Non-Listed Service

There is a monthly charge for each non-listed service.

Non-listed service charge, per month

(Southwestern Bell)

Monthly Rate Service Charge

Business \$4.50 \$18.00

## SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)

## 8.3 Non-Listed Service (cont'd)

(Windstream Oklahoma, Oklahoma Windstream, Windstream Communications Southwest.)

	Monthly Rate	Service Charge
Business	\$4.99	\$15.00

## 8.4 Directory Assistance Service

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. The directory assistance charge applies after the call allowance of three calls per line.

(Southwestern Bell)

Each Local Directory Assistance Call, (after allowance)
Business<sup>3</sup> \$5.99

(D)

(Windstream Oklahoma, Oklahoma Windstream, Windstream Communications Southwest.)

#### **Business**

Local \$0.50
National \$1.99
Customer Name/Address \$1.99

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<sup>&</sup>lt;sup>3</sup> After allowance of 1 call, same rate applies to National Directory Assistance

#### **SECTION 9.0 - ADVANCED SERVICES**

## 9.1 MetPath™ ISDN PRI Service with Unlimited Local Calling

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

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

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

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

**Recurring Charges** 

	Monthly Recurring Charge			
	12 Months 24 Months 36 Months			
All Areas	ICB	ICB	ICB	

Non-Recurring Charges

Two recurring charges	Non-Recurring Charge		
	12 Months	24 Months	36 Months
All Areas			
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge <sup>1</sup>	Per PRI		
All Areas	ICB		
		Subsequent	
Order Supplement Charge <sup>2</sup>	First Change	Change	
All Areas	ICB	ICB	
Order Cancellation	Per PRI		
Charge			
All Areas	ICB		

## 9.2 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling

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

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

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

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

<sup>&</sup>lt;sup>1</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>&</sup>lt;sup>2</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

Monthly Recurring Charges

	Monthly Recurring Charge		
	12 Months 24 Months 36 Months		
All Areas	ICB	ICB	ICB

Non-Recurring Charges

Non-Recurring Charge		
12 Months	24 Months	36 Months
ICB	ICB	ICB
ICB	ICB	ICB
Per DS1		
ICB		
	Subsequent	
First Change	Change	
ICB	ICB	
·		
Per DS1		
ICB		
	ICB ICB ICB Per DS1 ICB First Change ICB Per DS1	12 Months  ICB ICB ICB ICB ICB  Per DS1 ICB  Subsequent Change ICB  Per DS1

## 9.3 MetPath™ ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service

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

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

<sup>&</sup>lt;sup>1</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>&</sup>lt;sup>2</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

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

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

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

	Monthly Recurring Charge			
	12 Months 24 Months 36 Months			
All Areas	ICB	ICB	ICB	

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

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

	Monthly Recurring Charge			
	12 Months 24 Months 36 Months			
All Areas	ICB	ICB	ICB	

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

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

	Monthly Recurring Charge			
	12 Months 24 Months 36 Months			
All Areas	ICB	ICB	ICB	

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

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

	Monthly Recurring Charge			
	12 Months 24 Months 36 Months			
All Areas	ICB	ICB	ICB	

## MetPath™ ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU

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

	Monthly Recurring Charge		
	12 Months 24 Months 36 Months		
All Areas	ICB	ICB	ICB

#### MetPath™ ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU

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

	Monthly Recurring Charge			
	12 Months 24 Months 36 Months			
All Areas	ICB	ICB	ICB	

# 9.4 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service

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

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

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

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

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

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

	Monthly Recurring Charge				
	12 Months 24 Months 36 Months				
All Areas	ICB	ICB	ICB		

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

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

	Monthly Recurring Charge				
	12 Months 24 Months 36 Months				
All Areas	ICB	ICB	ICB		

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

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

	Monthly Recurring Charge				
	12 Months 24 Months 36 Months				
All Areas	ICB	ICB	ICB		

# MetPath™ ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU

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

	Monthly Recurring Charge				
	12 Months 24 Months 36 Months				
All Areas	ICB	ICB	ICB		

# MetPath™ ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU

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

	Monthly Recurring Charge				
	12 Months 24 Months 36 Months				
All Areas	ICB	ICB	ICB		

# MetPath™ ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU

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

	Monthly Recurring Charge				
	12 Months 24 Months 36 Months				
All Areas	ICB	ICB	ICB		

## 9.5 MetPath<sup>TM</sup> ISDN BRI Service

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

(Southwestern Bell)

Monthly Recurring Charges

Treeting Charge	Monthly Recurring
	Charge
Digital Service Flat Rate Line	\$9811.25 (I)
Flat Rate Usage – per B Channel	\$2083.75 (I)
Link Extension Equipment	\$62.50
Link Extension Facility	\$31.25
Digital Service Line Installation-MTM	\$250.00

(Windstream Oklahoma, Oklahoma Windstream, Windstream Communications Southwest.)

	Nonrecurring Charges	Monthly Rate(1)
Digital ISDN Single Line Access	\$200.00	\$85.00
Additional Directory Number (each)		\$2.00

<sup>(1)</sup> These ISDN BRI rates are a supplement

# 9.6 MetPath<sup>TM</sup> Digital Centrex Service

MetPath™ Digital Centrex Service Key System and PBX-like functionality including abbreviated dialing, and is compatible with most existing telephone sets. Each user has a unique seven-digit direct telephone number and customized features.

All Areas

Centrex Flat Rate - per line, per month		
MTM	\$1804.69 (I)	

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

# SECTION 10.0 - EXCHANGE AREAS (Southwestern Bell)

# 10.1 Exchange Areas

EVOUANCE	D.G		D.C		D 0
EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
Ada	3	Afton	2	Alex	1
Allen	1	Alluwe	1	Altus	3
Alva	2	Anadarko	2	Antlers	2
Arcadia	7	Ardmore	3	Atoka	3
Arkansas City,	KS 3				
Bartlesville	4	Bennington	1	Bessie	2
Bethany	7	Billings	1	Binger	1
Blackwell	2	Blair	3	Bokoshe	1
Boswell	1	Braggs	4	Breckenridge	4
Bristow	7	Britton	6	Byars	1
Cache	5	Caddo	1	Calvin	1
Carney	1	Carrier	4	Cashion	7
Catoosa	7	Cement	1	Chandler	2
Chelsea	7	Cherokee	1	Chickasha	7
Claremore	7	Cleveland	7	Clinton	3
Coalgate	2	Collinsville	7	Commerce	3
Copan	4	Cordell	2	Chetopa, KS	1
Coldwater, KS	1	Coffeyville,	KS 3	1 ,	
Cromwell	1	Cushing	3	Davis	2
Delaware	2	Depew	7	Dewey	4
Drumright	7	Duncan	3	Durant	
Edmond	7	Eldorado	1	Elk City	3
El Reno	7	Enid	4	Eufaula	3
Fairland	1	Fairmont	4	Fairview	3 2
Ft. Cobb	1	Ft. Gibson	4	Ft. Towson	1
Ft. Smith, AR	5				
Glencoe	1	Granite	1	Grove	3
Guthrie	7	Harrah	7	Hartshorne	2
Haileyville	2				
Headrick	3	Healdton	1	Henryetta	7
Hillsdale	4	Hitchcock	2	Hobart	2
Holdenville	2	Hugo	3	Idabel	3
Indiahoma	5	Jenks	7	Ketchum	2
Kiefer	7	Kingston	2	Konawa	1
Kremlin	4	Lawton	5	Lone Wolf	1
Luther	7	Madill	2	Mangum	2
Marietta	2	Marland	4	Marĺow	2
Maud	1	McAlester	3	Medford	1
Meade, KS	1	Mena, AR	2		
Meridian	7	Miami	3	Midwest City	7
Minco	7	Moore	7	Morrison	1
Muldrow	5	Mulhall	1	Muskogee	4
Mustang	7	Newkirk	2	Nicoma Park	7
Noble	7	Norman	7	Nowata	2
Oilton	7	Okemah	2	Oklahoma City	7
Okmulgee	7	Olustee	3	Owasso	7
Pauls Valley	3	Pawhuska	2	Pawnee	2
Perkins	4	Perry	2	Picher	3
Piedmont	7	Pocasset	7	Pocola	5
					-

# **SECTION 10.0 - EXCHANGE AREAS (CONTINUED)**

# 10.1 Exchange Areas (Cont'd.)

# (Southwestern Bell) (Cont'd.)

EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
Ponca City	4	Pryor	3	Quapaw	3
Ralston	1	Rattan	1	Red Rock	1
Ringling	1	Ripley	1	Rocky	1
Roff	3	Rush Springs	1	Ryan	1
Sallisaw	3	Sand Springs	7	Sapulpa	7
Sayre	2	Seminole	3	Shawnee	7
Skiatook	7	Soper	3	Spencer	7
Sperry	7	Spiro	2	Stigler	2
Stillwater	4	Stratford	2	Tahlequah	4
Talihina	1	Tishomingo	2	Tonkawa	2
Tulsa	7	Tupelo	1	Tuttle	7
Van Buren, AR	5				
Vinita	3	Walters	5	Wanette	1
Wapanucka	1	Waukomis	4	Waurika	1
Weatherford	3	Weleetka	1	Wellston	7
Westville	2	Wetumka	1	Wewoka	2
Wheatland	7	Wilburton	2	Wilson	1
Woodward	3	Wynnewood	2	Yale	1
Yukon	7				

# (Oklahoma Windstream)

#### **EXCHANGE**

Baron Cameron Heavener Monroe-Howe Poteau Stillwell Vian Wister

# **SECTION 10.0 - EXCHANGE AREAS (CONTINUED)**

# 10.1 Exchange Areas (Cont'd.)

## (Windstream Oklahoma)

**EXCHANGE EXCHANGE** Ashland Kiowa **Battiest** Millburn **Burns Flat** Mill Creek **Butler** Mt. View Canute Pike City Clarita Ratcliffe City Connerville Roosevelt Corn Savanna Dill City Smithville Elmore City Snyder Elmore West Sterling Foss Stringtown Gerty Velma Wardville Gotebo Hammon

## (Windstream Communications Southwest)

**EXCHANGE EXCHANGE** Asher Morris Avant Paden Barnsdall Porter **Boynton** Prague Broken Arrow Purcell Checotah Ramona Coweta Snug Harbor Fairfax St. Louis Haskell Stroud Hominy Tecumseh Kaw City Wagoner Lindsay Washington Maysville Wayne

#### **SECTION 11.0 MISCELLANEOUS SERVICES**

# 11.1 Carrier Presubscription

#### 11.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls, Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

- **11.1.2 Presubscription Options** Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:
  - **Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
  - **Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
  - Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
  - **Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
  - Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
  - **Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

# SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

# 11.1 Carrier Presubscription, (Continued)

#### 11.1.3 Rules and Regulations

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

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

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.1.5 below:

## 11.1.4 Presubscription Procedures

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

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

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.1.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

# SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

## 11.1 Carrier Presubscription, (Continued)

## 11.1.5 Presubscription Charges

# (A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

# (B) Nonrecurring Charges

Per business line, trunk, or port

\$5.00

(D) | | | | | | D)

Issued: April 9, 2020 Effective: April 10, 2020

# SECTION 12.0 - RESERVED FOR FUTURE USE

12.1 [Reserved for Future Use]

## SECTION 13.0 - PROMOTIONAL OFFERINGS / CONTRACTS / ICB

#### 13.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular Product Guide offering.

## 13.2 Contract Rates / Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this Product Guide, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this Product Guide shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.