This tariff Intrado Communications, LLC Oklahoma Tariff No. 8 replaces West Telecom Service, LLC Oklahoma Tariff No. 5 currently on file with the Commission in its entirety due to Company name change.

TITLE SHEET

OKLAHOMA INTEREXCHANGE TELECOMMUNICATIONS

OF

Intrado Communications, LLC 3200 West Pleasant Run Road Suite 300 Lancaster, TX 75146 Tel.: (469) 727-1640 Toll Free Tel. :(866) 905-1735

This tariff contains the description, regulations and rates for the furnishing of intrastate facilitiesbased and resold interexchange telecommunications services provided by Intrado Communications, LLC throughout the State of Oklahoma. The Company's principal offices are located at: 3200 West Pleasant Run Road, Suite 300, Lancaster, Texas 75146. This applies for service furnished within the State of Oklahoma. This tariff is on file with the Oklahoma Corporation Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued By:

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CHECK SHEET

The Sheets are effective as of the date shown. Revised pages as named below contain all changes from the Original tariff that are in effect on the date thereof.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	49	Original	*
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6	Original	*	31	Original	*	54	Original	*
7	Original	*	32	Original	*	55	Original	*
8	Original	*	33	Original	*	56	Original	*
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22	Original	*	47	Original	*			
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24	Original	*		-				
25	Original	*						

* Indicated pages included in this filing.

SYMBOLS

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

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

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

TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 4 cancels the 3rd Revised Page 4.
- C. Paragraph Numbering Sequence There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

APPLICABILITY OF TARIFF

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

ACCESSIBILITY OF TARIFF

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

Intrado Communications, LLC 3200 West Pleasant Run Road, Suite 300 Lancaster, Texas 75146

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at (866) 905-1735.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff are described below.

Access - As used in this tariff means an arrangement which connects the Customer's or IXC Subscriber's telecommunications service to the underlying carrier's designated point of presence or network switching center.

Access Code - A sequence of numbers that, when dialed, connects the caller to the carrier associated with that sequence.

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

Aggregator - Any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises for intrastate telephone calls including calls using an operator services provider; i.e., customers of an OSP. Aggregators include, but are not limited to, hotels, motels, hospitals, universities, airports, gas stations, and to the extent permitted by law, payphone service providers. Aggregator does not include inmate-only coinless phones provided by correctional institutions but shall include telephones provided for use by the public in visitation areas of correctional institutions.

Answer Supervision - A network control signal sent from the terminating location to the originating location to inform the originating location that a call has been answered and a network control signal from the originating end to the terminating end to inform the terminating end that a calling party has hung up. In the public switched network, the answer supervision signal is used to start and stop billing for a call.

Billed to Non-Proprietary Calling Card - Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

Billing Agent - An entity which provides bills to an end-user for services received from an OSP.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Blocking - A feature or capability of communications systems or networks that permits deliberate denial of access under certain specified conditions; for example, restricting a residential subscriber's ability to reach information services by blocking that subscriber's access to any telephone number that begins with the digits "900".

Brand - The audible and distinct identification by the OSP to the consumer of the OSP presubscribed by the Aggregator.

Call Splashing - The transfer of a telephone call from one OSP to another such provider in such a manner that the subsequent provider is unable or unwilling to determine the location of the origination of the call and, because of such inability or unwillingness, is prevented from billing the call on the basis of the actual originating location.

Collect call - Means a call for which the charge is billed to the destination or termination telephone number, not to the originating telephone number.

Commission - The Oklahoma Corporation Commission.

Communications Services - The Company's intrastate telephone services offered pursuant to this tariff.

Company - Intrado Communications, LLC, the issuer of this tariff.

Consumer - Any person initiating any intrastate telephone call using the assistance of a live or automated operator or any person receiving an intrastate telephone call handled by an OSP in which the called party will be paying for the service.

Customer – Any Aggregator or Consumer.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Customer Trouble Report - Any oral or written report given to the OSP's repair service or contact person by an Aggregator or consumer of an OSP's service and/or the Commission's Consumer Services Division relating to a defect or difficulty or dissatisfaction with the provision of the OSP's services. Each trouble report shall count as a separate report regardless of whether subsequent reports relate to the same defect, difficulty, or dissatisfaction with the provision of the OSP's regulated services.

Customer or Aggregator - The person, firm, or corporation which orders service for the Company's communications services and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Inbound Calls - Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence (POP). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls - Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Delinquent - Means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

Deniable charge - A charge for those regulated services for which nonpayment may result in a disconnection of basic local service.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Direct Dialed Calling Card Service - Means a calling arrangement whereby end-users, through the use of a calling card, enter their billing information directly into the phone and completes the call without the assistance of a "live" operator.

End-User - The consumer.

Equal Access - A condition where the local exchange access service offered by a telephone company is made available in equal kind, quality and price to all long distance companies. Equal access also describes a condition where Customers may choose for themselves the interexchange carrier to which their long distance calls are to be routed, using the same number of dialed digits regardless of which interexchange carrier is chosen.

Equal Access Code - An access code that allows the public to obtain access to the carrier associated with that code; i.e., 10XXX.

Exchange - A geographic area established and approved by the Commission for the administration of local telephone service in a specified area which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

Holidays - The holidays designated either by the Commission or by the Company as a legally recognized holiday, which will be rated at the lower night/weekend rates.

IXC - Interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Oklahoma.

InterLATA Call - Any call which is originated in one LATA and terminated in another LATA.

Interstate Call - Any call which is originated in one state and terminated within the boundaries of another state.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

IntraLATA Call - Any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

Intrastate Call - Any call which is originated and terminated within the boundaries of the State of Oklahoma, regardless of whether such call crosses state boundaries prior to reaching its termination point.

Joint Aggregator - Describes a situation where more than one party exercises control over telephone equipment, whether through ownership of the equipment, control of access to the equipment or some other means. Each party is jointly responsible as an Aggregator under this tariff.

Joint User - A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company, and to whom a portion of the charges for service will be billed under a joint user arrangement as specified herein.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment 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. Tariff F.C.C. No. 4.

Local Exchange Carrier or LEC - A telephone company authorized by the Commission to provide telephone service in a telephone exchange or exchanges.

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

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

OAC 165:56 - Commission's rules specifically governing Resellers of intrastate toll services.

OAC 165:57 - Commission's rules specifically governing OSPs operating in Oklahoma.

Oklahoma Corporation Commission ("OCC" or "Commission") - The regulatory body authorized by the Constitution of the State of Oklahoma and the laws of the State of Oklahoma promulgated by and enacted by the Governor of Oklahoma, which regulates certain public utilities.

OSP - Operator service provider, which is any common carrier that provides intrastate operator services or any other person or entity determined by the Commission to be providing operator services.

Operator Services - Any intrastate telecommunications service initiated from an Aggregator location that includes, as a component, any automatic or live assistance to a consumer to arrange for billing or completion, or both, of an intrastate telephone call through a method other than:

- (A) Automatic completion with billing to the telephone from which the call originated.
- (B) Completion through an access code used by the consumer, with billing to an account previously established with the carrier by the consumer.

Operator Dialed Charge - The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Payphone Service Provider - Any person, firm, partnerships, corporation, cooperative corporation or other lawful entity providing payphone service as defined in OAC 165:58.

Person to Person Call - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Point of Presence ("POP") - Refers to the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

Presubscribed Customer - A Customer that has indicated their choice of a primary interexchange carrier for use at their location. The Customer's toll calls will then be routed to their presubscribed interexchange carrier, unless the Customer designates otherwise, on a per-call basis, by use of a carrier access code.

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

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

Reseller - Any person, partnership, cooperative corporation, or lawful entity that offers telecommunications services to the public through the use of the transmission facilities of an underlying carrier or a combination of its own facilities and the transmission facilities of an underlying carrier for resale to the public for profit, as defined in OAC 165:56.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Service - Telecommunications service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by the OSP in the provision of regulated offerings to consumers.

Service Commencement Date - The first date on which the Company notifies the Customer that the requested service or facility 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 or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date.

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

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Shared Outbound Calls - Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customers LATA may be placed by dialing "10+NXX" or "101XXXX" + 10-digit number.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Station-to-Station - Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Telecommunications Service - Service provided by the Company including voice, data, and all other types of communications services, under the Company's tariffs on file with the Public Utility Division of the Commission.

Telecommunications Service Provider - All authorized providers of local exchange service, whether an incumbent LEC or a competitive LEC as defined in OAC 165:55.

Third-party Billed Call - Refers to a billing arrangement which allows the Customer, Consumer or Enduser to bill charges for an operator-assisted call to a telephone number which is different from the calling telephone number or the called telephone number.

Underlying Carrier - The provider of telecommunications services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

User - A Customer, Joint User, or any other person authorized by the Customer to use service provided under this tariff.

Zero Minus ("0-") Call - An operator-assisted call where the calling party dials "0" for an operator and waits until an operator comes on the line. The caller then states the telephone number they want to reach and the nature (person-to-person, collect, etc.) of the call.

Zero Plus ("0+") Call - An operator-assisted call where the calling party dials zero (0)" followed by the number being called, including the area code. This dialing pattern is used mostly for collect, credit card, person-to-person and third-party-billed calls. The caller indicates the type of call after dialing is completed and an operator may come on line.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Application

- (A) This tariff applies to intrastate interexchange communications services furnished by Intrado Communications, LLC to business Customers within the State of Oklahoma in accordance with the conditions set forth below. This tariff applies only for the use of the Company's services for communications between and among points within the State of Oklahoma. These services may be provided in conjunction with the Company's interstate telecommunications services which are provided under the Company's Federal tariff.
- (B) Services offered under this tariff are not offered for the purpose of completing calls between two points within the same local calling area or metropolitan exchange area, as defined in the tariffs of the Local Exchange Telecommunications Company or Companies serving those points.
- (C) Presubscribed services are provided from all converted equal access end offices within the State of Oklahoma where the Company has a point of presence (POP) within the LATAs. Other products will be provided in areas as specified for each product in Section 4 of this tariff.
- (D) The operator services are furnished to authorized users of the Company's LDS service and to users accessing public telephones presubscribed to the Company and to patrons, patients, students, and other authorized users of the station telephone or other facilities of privately owned coin operated telephone station providers, hotels, motels, hospitals, airports, colleges, universities, and other customers.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.2 Scope

The Company undertakes to furnish communications services in accordance with the terms and conditions set forth in this tariff. Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.1.3 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

- 2.1.4 Terms and Conditions
 - (A) Service is provided on a monthly basis, 24-hours per day, seven days per week. For the purpose of computing charges in this tariff, a month is considered to have 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 tariff Customer will also be required to execute any other documents as may be reasonably requested by the Company.

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4 Terms and Conditions, (Cont'd.)
 - (C) 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 current rates unless terminated by either party upon verbal or written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff 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) This tariff 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.)
 - 2.1.5 Liability of the Company
 - (A) Except as otherwise stated in this tariff, the liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.8. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
 - (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, riots, wars, or unavailability of rights-of-way materials.

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.5 Liability of the Company, (Cont'd.)
 - (C) The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.
 - (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.5 Liability of the Company (Contd.)
 - (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.5(E) as a condition precedent to such installations.
 - (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.5 Liability of the Company (Contd.)
 - (G) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred.
 - (H) 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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.6 Provision of Equipment and Facilities
 - (A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
 - (B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals generated by Customerprovided 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.
 - 2.1.7 Ownership of Facilities

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any purpose not consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s) or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- 2.2.2 The Company shall require applicants for service who intend to use the Company's offering for resale and/or for shared use to provide the Company with proof that the applicant has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Oklahoma and to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 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 nonrecurring installation charges as stated in this tariff will apply.
- 2.2.5 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.
- 2.2.6 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false phone cards of the Company's or false numbers of such cards, is prohibited.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

- 2.3.1 Customer Premises Provisions
 - (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
 - (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.
- 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, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.3 Obligations of the Customer, (Cont'd.)
 - 2.3.2 Liability of the Customer, (Cont'd.)
 - (B) 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 part from or arising in connection with the furnishing of service under this tariff 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 or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this tariff 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.
 - 2.3.3 Third Party Charges

For the avoidance of doubt and notwithstanding any other provision in this tariff or other customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by the Company for the service, the Customer shall be responsible for and reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon the Company relating to usage incurred by the Customer in connection with the Services.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

- 2.4.1 Interconnection of Facilities
 - (A) Interconnection between Customer-provided and Company-provided service must be made by the Customer's purchase of dedicated access lines or through the use of LEC-provided switched access service.
 - (B) In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.
 - (C) Service(s) furnished by the Company may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the terms, rates and conditions of the underlying carrier. The Customer is responsible for all charges billed by the underlying carrier(s) for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

- 2.4 Customer Equipment and Channels, (Cont'd.)
 - 2.4.2 Inspections
 - (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities. No interruption allowance will be granted for the time during which such tests and adjustments are made.
 - (B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to one month of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

2.6 Customer Deposits

The Company will not request Customer deposits.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements

2.7.1 Payment for Service

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

(A) Taxes

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

- 1. All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).
- 2. Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).
- 3. Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customer uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

- 2.7 Payment Arrangements, (Cont'd.)
 - 2.7.1 Payment for Service, (Cont'd.)
 - (B) All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.
 - (C) Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
 - (D) Recovery of Oklahoma Universal Service Fund Contributions from Customers
 - 1. General Regulations
 - a. Contributions to the OUSF are assessed as a uniform percentage of the telecommunications carrier's total retail-billed intrastate telecommunications revenues for a 12 month period identified by the OUSF Administrator. This percentage is established under the oversight of the Oklahoma Corporation Commission.
 - b. Pursuant to OAC 165:59-3-46, a telecommunications carrier may, at its option, recover the amount of its contributions to the Oklahoma Universal Service Fund (OUSF) from its retail customers. Such recovery shall be made in a fair, equitable and nondiscriminatory manner.
 - c. Recovery shall be assessed by either a recovery factor or flat recovery charge as described below.
 - d. Recovery shall be based on the same retail revenues as those used for contribution purposes.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.1 Payment for Service, (Cont'd.)

- (D) Recovery of Oklahoma Universal Service Fund Contributions from Customers, (Cont'd.)
 - 2. OUSF Recovery Factor
 - a. Recovery of the OUSF contribution from retail customers shall be a uniform monthly factor, which shall be applied to each retail customer in addition to any other applicable rates and charges as provided for in the tariff. The OUSF Recovery Factor shall not exceed the currently approved Corporation Commission contribution factor.
 - b. The results of such calculation(s) shall be rounded to the penny for the purpose of applying this amount to retail customers' bills.
 - c. The resulting OUSF recovery amount shall not be subject to state or local taxes or franchise fees.
 - d. If recovery is made pursuant to this tariff from the retail customers, the amount resulting from the OUSF Recovery Factor will be listed as a separate line item on each Customer's bill to the extent the Company has the billing capability to do so.
 - e. Records shall be kept by the Company which reflect the OUSF contributions paid by the Company for each period along with all amounts recovered by the Company through the Recovery of the OUSF Contributions tariff. This information shall be made available to the Commission upon request.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements

- 2.7.1 Payment for Service, (Cont'd.)
 - (D) Recovery of Oklahoma Universal Service Fund Contributions from Customers, (Cont'd.)
 - 3. Changes in the OUSF Recovery Factor
 - a. Changes to the OUSF Recovery Factor shall be made by notifying, in writing, the Director of the Public Utility Division. A replacement page reflecting the revised OUSF Recovery Factor to be included with this tariff shall be included with the notification letter.
 - b. The revised OUSF Recovery Factor shall not be billed to any retail customer until such notification is received by the Director.
 - c. Revisions for over-recovery and/or under-recovery shall be made more than once every twelve (12) months, or one-time each quarter pursuant to any change of the OUSF contribution factor.
 - d. Oklahoma Universal Service Fund (OUSF) Recovery Factor

The percentage at which the OK USF Fee is assessed is subject to change to reflect the current OK Universal Service Fund contribution factor.

- 2.7 Payment Arrangements, (Cont'd.)
 - 2.7.2 Billing and Collection of Charges
 - (A) Billing to Customers will be scheduled monthly. Usage charges are billed in arrears. Recurring fixed charges are billed monthly in advance. All end-users shall receive their bills via the United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet. Whatever the method of delivery, bills shall comply with OAC165:55-9-2. A bill will be considered rendered to the Customer when deposited in the United States mail with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment.
 - (B) The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization codes(s).
 - (C) Bills shall be payable immediately upon receipt and past due fifteen (15) days after the date of the telecommunications service provider mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the telecommunications service provider. The date after which the bill is past due shall be stated on the bill. Payment is due by the invoice date printed on the bill. Payments are sent to the address listed on the bill.
 - (D) If a Customer's bill is not paid when past due, the Company may impose a late charge of 1.5% per month on the regulated delinquent amount.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.7 Payment Arrangements, (Cont'd.)
 - 2.7.2 Billing and Collection of Charges, (Cont'd.)
 - (E) Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (866) 905-1735. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Customer with the following information.

Oklahoma Corporation Commission Consumer Services Division P.O. Box 52000-2000 Oklahoma City, Oklahoma 73152-2000 (405) 521-2331 (800) 522-8154

- (F) If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$15.00
- (G) The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted or billing records prepared by the Company can be produced.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

- 2.7.3 Denial or Termination of Service
 - (A) Service may be refused or terminated for any of the following reasons:
 - 1. Nonpayment of a bill within the period prescribed in the Company's tariff
 - 2. Failure to make a security deposit as set forth in OAC 165:56-9-2.
 - 3. Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
 - 4. Improper use of telecommunications services, or services used in such manner as to interfere with reasonable service to other Customers.
 - (B) The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.
- 2.7.4 Disconnection and Notice
 - (A) When service to a Customer is disconnected for nonpayment of a bill for services the Company shall give at least ten (10) business days written notice to the Customer of the Company's intent to discontinue service. Notice shall be mailed by the Company to the Customer's address. Notice will be deemed given to the Customer three (3) business days after mailing by the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.4 Disconnection and Notice, (Cont'dl)

- (B) A notice of disconnection or suspension shall contain the following information:
 - 1. The words `NOTICE OF DISCONNECTION" or "NOTICE OF SUSPENSION" or words with the same meaning, in print type larger than the print type of the notice text.
 - 2. The name, address, and the telephone number of the end-user.
 - 3. A statement of the reason for the proposed disconnection or suspension of service.
 - 4. The date on or after which service will be disconnected or suspended unless appropriate action is taken.
 - 5. The telephone number in bold print of the telecommunications service provider where the end-user may make an inquiry.
 - 6. The approved charges and procedure for reconnection or approved charges and procedure to avoid suspension.
 - 7. A statement that the end-user must contact the telecommunications service provider regarding the disconnection or suspension, prior to contacting the Commission's Consumer Services Division.
 - 8. The address and telephone number of the Commission's Consumer Services Division, in print size which is smaller than the print size used for the telecommunications service provider's telephone number.
 - 9. The services that are being disconnected or suspended, whether local and/or toll, and if the service to be disconnected or suspended is local service, a statement that the end-user must also contact their IXC if such end-user wishes to terminate such service in order to avoid incurring additional charges for such service.
 - 10. Notice of suspension of service relating to past-due amounts shall inform the end-user that the total amount due may include charges for nondeniable and/or not regulated services which would not cause interruption of local service. The notice must indicate a tollfree telephone number of a service center where questions can be referred and payment arrangements made.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.7 Payment Arrangements, (Cont'd.)
 - 2.7.4 Disconnection and Notice, (Cont'dl)
 - (B) (Cont'd.)
 - 11. The following additional information shall be in the notice unless said information can be obtained in the telephone directory where the information can be obtained:
 - A statement of how an end-user may avoid the disconnection of service or suspension of service, including a statement the end-user must notify the telecommunications service provider on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the telecommunications service provider.
 - A statement that informs the end-user where payments may be made or how to obtain a listing of authorized payment agencies.
 - 12. Notice of disconnection and/or notice of suspension shall be received via the United States mail unless the end-user agrees with the telecommunications service provider or IXC to receive a bill through different means.
 - (C) The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the Company
 - 2.7.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company verbal or written notice of desire to terminate service. Customers are still responsible for charges incurred up until the point of termination.

2.7.6 Customer Service

The Company's toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making Customer trouble reports, making oral cancellation of service, etc., is (866) 905-1735.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.8.1 for the part of the service that the interruption affects

- 2.8.1 Credit for Interruptions
 - (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair or the Company otherwise learns of the failure. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
 - (B) For calculating credit allowances, every month is considered to have 30 days. 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.
 - (C) The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

$$Credit = \underline{A} X B$$

"A" = outage time in hours

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.8 Allowances for Interruptions in Service, (Cont'dl.)
 - 2.8.2 Limitations on Allowances

No credit allowance will be made for interruptions of service:

- (A) due to the negligence of, or noncompliance with the provisions of this tariff or contract by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) due to the failure or malfunction of non-Company equipment;
- (D) during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) during a period in which the Customer continues to use the service on an impaired basis;
- 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) due to circumstances or causes beyond the control of Company; and
- (H) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.8 Allowances for Interruptions in Service, (Cont'd.)
 - 2.8.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 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.

2.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.8.1), Customer agrees 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 2.7.2

- 2.10 Customer Liability for Unauthorized Use of the Network
 - 2.10.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff.

- 2.10.2 Liability for Calling Card Fraud
 - (A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
 - (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.10.2 Liability for Calling Card Fraud, (Cont'd.)

- (C) The Customer must give the Company written or verbal notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- (D) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public
- (E) The Customer is liable for all charges incurred as a result of unauthorized use of the Network. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.
- 2.10.3 Liability for Credit Card Fraud and Other Unauthorized Use
 - (A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- (B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- (C) The Customer must give the Company written or verbal notice that an unauthorized use of the credit card has occurred.

SECTION 3 – DESCRIPTION OF SERVICE

3.1 General

- 3.1.1 Rates and timing of calls may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.
- 3.1.2 Intrastate services are offered in conjunction with interstate services.

3.2 General Operations - OSPs

- 3.2.1 Obligations of the Company
 - (A) Brand to the end-user at the beginning of each telephone call. For third party or collect calls, similar identification shall be made to the consumer who is responsible for payment.
 - (B) If subscribing to a LEC's 0- Transfer or similar service, not knowingly take any action that would deny other OSPs who subscribe to said 0- Transfer or similar service an equal opportunity of being offered to and chosen by the end-user where the end-user is indifferent to the OSP who carries the call. LECs who provide a 0- Transfer or similar service shall administer said service in a manner designed to assure that OSPs who subscribe to said service have an equal opportunity of being offered to and chosen by the calling party where the calling party does not have a preference.
 - (C) Permit the end-user to terminate the telephone call at no charge before the call is connected.
 - (D) Disclose immediately to the end-user, upon request and at no charge to the end-user:
 - 1. A quote of its rates or charges for the call.
 - 2. The methods by which such rates or charges will be collected.
 - 3. The methods by which complaints concerning such rates, charges, or collection practices will be resolved.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 General Operations – OSPs, (Cont'd.)

- 3.2.1 Obligations of the Company, (Cont'd.)
 - (E) Withhold payment (on a location by location basis) of any compensation, including commissions, to Aggregators if such provider reasonably believes that the Aggregator is:
 - 1. Blocking access to intrastate common carriers by means of "800", "888", "950", or 10XXX access codes.
 - 2. Blocking access to the LEC operator on 0- calls.
 - 3. Blocking access to emergency services in violation of the requirements of OAC 165:57.
 - (F) Not bill for unanswered telephone calls in areas where equal access and answer supervision is available.
 - (G) Not knowingly bill for unanswered telephone calls where equal access is not available.
 - (H) Not engage in call splashing, unless the end-user requests to be transferred to another provider of operator services, and the end-user consents to be transferred after it has been informed, prior to incurring any charges, that the rates for the call may not reflect the rates from the actual originating location of the call.
 - (I) Except as provided in (H) of this subsection, not bill for a call that does not reflect the location of the origination of the call.
 - (J) Be prohibited from billing and collecting any Aggregator surcharges not specifically outlined in the tariffs required to be filed with the Commission under the provisions of OAC 165:57. In no case shall the tariffed Aggregator surcharge exceed the amount of one dollar (\$1.00).

SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)

- 3.2 General Operations OSPs, (Cont'd.)
 - 3.2.2 The Company, if using automated equipment that will, under certain circumstances transfer a call to another carrier will be allowed to brand after the input of billing information, to avoid end-user confusion.
 - 3.2.3 The Company shall not use the name of another party in the brand, unless that party has consented in writing to the use of its name in the brand.
 - 3.2.4 The Company shall regularly publish, to coincide with the publishing requirements of the FCC, and make available at no cost to inquiring consumers, written materials that describe any recent changes in operator services and in the choices available to consumers in that market.
- 3.3 General Operations Aggregators
 - 3.3.1 The Company shall ensure, by contract or tariff, that each Aggregator for which the Company is the presubscribed provider of operator services is in compliance with the requirements of this Subsection.
 - 3.3.2 The Company shall have joint responsibility and liability for noncompliance as Aggregators, unless otherwise agreed to in writing by the parties. This "Joint Aggregator" status must be determined based on the facts of each situation.
 - 3.3.3 Aggregators/Joint Aggregators shall:
 - (A) Post signage on or near telephones that are presubscribed to the Company. The signage will state the following information:
 - (1) The name, address, and toll-free telephone number of the Company:
 - (2) A written disclosure that the rates for all operator-assisted calls are available on request, and that consumers have a right to obtain access to the intrastate carrier of their choice and may contact their preferred intrastate carriers for information on accessing that carrier's service using that telephone;

SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)

- 3.3 General Operations Aggregators, (Cont'd.)
 - 3.3.3 (Cont'd.)
 - (A) (Cont'd.)
 - (3) The name, address, hours of operation (8:00 a.m. 4:30 p.m., Monday through Friday), and toll free telephone number of the Consumer Services Division of the Commission, to which the End user may direct complaints and questions regarding operator services; and,
 - (4) The amount of any property surcharge applicable to the Aggregator's phones and billed and collected by the Company.
 - (B) Ensure that each of its telephones presubscribed to the Company allows the Consumer to use "800", "888", "950" and 10XXX access code numbers to obtain access to the OSP desired by the Consumer.
 - (C) Ensure that no charge by the aggregator to the end-user for using an "800", "888", "950" or 101XXX access code number, or any other access code number, is greater than the amount the aggregator charges for calls placed using the presubscribed OSP.
 - (D) Directly route all "0-" calls to the LEC operator without charge to the caller.
 - 3.3.4 The Company's identification in the brand must be consistent with the Company's identification on the signage posted on or near the Aggregator's telephones.
 - 3.3.5 In addition to the requirement of OAC 165:57-3-2(b)(1), an OSP/aggregator shall disclose, audibly and distinctly, to the end-user, at no charge and before connecting any intrastate 0+ call, how to obtain the total cost of the call, including any and all surcharges, or the maximum possible total cost of the call, including any and all surcharges, before providing further oral advice to the end-user on how to proceed to make the call.
 - 3.3.6 The oral disclosure required in this subsection shall instruct end-users that they may obtain applicable rate and surcharge quotations either, at the option of the provider of operator services, by dialing no more than two digits or by remaining on the line.
 - 3.3.7 The disclosure requirement established by 3.3.5 and 3.3.6 above shall be made on or before the date mandated by the FCC.

SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)

- 3.4 Immediate Routing of Emergency Calls
 - 3.4.1 Company shall connect an emergency call immediately to the emergency service provider that responds to the type of reported emergency at the site of the emergency, if known, or, if not known, to the local exchange provider at the originating location of the call.
 - 3.4.2 In the case of automated systems, the end-user will be directed through a call sequence that allows them to speak with a "live" operator who will process the emergency call.
 - 3.4.3 No billing shall apply to emergency calls.
- 3.5 Rates Charged Based on Timing of Calls

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

3.5.1 When Billing Charges Begin and Terminate For Phone Calls.

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.5.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is 1 minute for a connected call. Calls beyond 1 minute are billed in 1 minute increments.

3.5.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.5.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Rates Based Upon Calculation of Distance

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

- 3.6.1 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 National Exchange Carrier Association, Inc. Tariff FCC No. 4, 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 no telephone number associated with an access line on the Company's network (such as dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- 3.6.2 The airline distance between any two Rate Centers is determined as follows:
 - (A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
 - (B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - (C) Square each difference obtained in step (B) above.

SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Rates Based Upon Calculation of Distance

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

3.6.2 (Cont'd.)

- (D) Add the square of the "V" difference and the square of the "H" difference obtained in step (C).
- (E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (F) 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.

(G) Formula =
$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

3.7 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99.5% during peak use periods for the Company services.

SECTION 4 – COMPANY SPECIFIC SERVICE

4.1 Service Offerings

4.1.1 Intrado Communications, LLC Long Distance Service (LDS)

(A) Description

Intrado Communications, LLC Long Distance Service (LDS) is a communications service which is available for use by Customers twenty-four (24) hours a day. Customers may originate LDS from locations served by the Company, and may terminate in all locations within the State of Oklahoma. Operator, Intrado Communications, LLC Calling Card, and Directory Assistance services are available to Customers of the Company's LDS service subject to the provisions of Sections 3.4.3 and 4.3 of this tariff.

LDS calls will be billed in 6 second increments with an initial billing period of 6 seconds.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

<u>Switched LDS</u> - is offered in Feature Group D (FGD) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "1+" interLATA calls are automatically routed to the Company's network.

<u>Dedicated LDS</u> - is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

SECTION 4 – COMPANY SPECIFIC SERVICE, (CONT'D.)

- 4.1 Service Offerings, (Cont'd.)
 - 4.1.1 Intrado Communications, LLC Long Distance Service (LDS)
 - (B) Commitment Levels and Term Plans

LDS is available on a month to month basis or on an optional 1, 2, or 3 year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service nonrecurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

SECTION 4 – COMPANY SPECIFIC SERVICE, (CONT'D.)

4.1 Service Offerings, (Cont'd.)

4.1.2 Intrado Communications, LLC Toll Free Service

(A) Description

Intrado Communications, LLC Toll Free Service is an inbound communications service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (800+ NXX-XXXX) which will terminate at the Customer's location. Calls may originate from any location within the State of Oklahoma and may terminate at the Customer's location.

Toll Free Service will be billed per call based on the duration of the call. Each call will be billed in 6 second increments with an initial billing period of 6 seconds. Usage discounts apply to aggregate monthly interstate and intrastate usage.

Toll Free Service is offered in two variations depending upon the method the Customer employs to access the Company's network for use of the service:

<u>Switched Toll Free</u> - service calls are originated via normal shared use facilities and are terminated via the Customer's local exchange service access line.

<u>Dedicated Toll Free</u> - service calls are originated via normal shared use facilities and are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunkcompatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

SECTION 4 – COMPANY SPECIFIC SERVICE, (CONT'D.)

- 4.1 Service Offerings, (Cont'd.)
 - 4.1.2 Intrado Communications, LLC Toll Free Service, (Cont'd.)
 - (B) Commitment Levels and Term Plans

Toll Free is available on a month to month basis or on an optional 1, 2, or 3 year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service nonrecurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

SECTION 4 – COMPANY SPECIFIC SERVICE, (CONT'D.)

4.1 Service Offerings, (Cont'd.)

4.1.3 Miscellaneous Services

(A) Intrado Communications, LLC Calling Card Service

Intrado Communications, LLC Calling Card Service is provided to Customers for use when away from their established service location. Access to the service is gained by dialing a Company designated 800 access number (800-NXXXXX), plus the Customer's/ User's Intrado Communications, LLC Calling Card authorization number and the called telephone number.

The Company's calling card can also be used to place operator assisted and directory assistance calls, subject to the application of additional charges.

Beyond these standard features, the Company's calling card includes the following enhanced features: conference calling, Intrado Communications, LLC Voice Mail access, voice messaging, news and information access and speed dialing. Use of these enhanced features is subject to separate charges. The Company's calling card calls are billed in full minute increments, with a one minute minimum. This service is offered with Peak and Off-Peak pricing. A description of the additional features are as follows.

1. Operator Assisted Calls

The Company's calling card can be used to place the Company's operator-assisted calls. Surcharges apply per call, in addition to the standard usage charges.

SECTION 4 - COMPANY SPECIFIC SERVICE, (CONT'D.)

4.1 Service Offerings, (Cont'd.)

4.1.3 Miscellaneous Services, (Cont'd.)

- (A) Intrado Communications, LLC Calling Card Service, (Cont'd.)
 - 2. Directory Assistance Calls

The Company's calling card can be used to place calls for Directory Assistance. A flat charge will apply per requested number (Requested Number Charge). At the Customer's option, the Company will automatically place a call to the requested number. For calls completed in this manner, a Call Completion Charge and the Standard Usage Charges will apply in addition to the Requested Number Charge.

3. Enhanced Features Charges

Enhanced features are available for use as described below. Enhanced features charges apply in lieu of standard usage charges. Usage charges are billed in six second increments with a one minute minimum.

(a) Conference Calling

Allows the User to establish a conference call by accessing the conference operator. Charges apply per established line and per minute of usage.

(b) Voice Mail Access

Allows the User to access Intrado Communications, LLC Voice Mail and to place return calls without having to hang-up and initiate a new calling card call.

Issued By:

SECTION 4 - COMPANY SPECIFIC SERVICE, (CONT'D.)

4.1 Service Offerings, (Cont'd.)

4.1.3 Miscellaneous Services, (Cont'd.)

- (A) Intrado Communications, LLC Calling Card Service, (Cont'd.)
 - 3. Enhanced Features Charges, (Cont'd.)
 - (c) Voice Messaging

Allows the User to leave up to a three minute voice recorded message that is stored for future delivery when the called number is busy or no answer.

(d) News and Information

Provides access to news, weather, sports, financial information and other features.

(e) Speed Dialing

Allows the User to access Speed Dialing by programming and storing up to nine frequently dialed numbers.

4. Rate Periods

Peak and Off-Peak rate periods are as follows:

Non-Holiday		To But Not	
Rate Periods	<u>From</u>	Including	<u>Days</u>
Peak	8:00am	5:00pm	Mon-Fri
Off-Peak	5:00pm	8:00am	Mon-Fri
	8:00am	8:00am	Sat-Sun
	8:00am	8:00am	Holidays

Holidays: On Christmas Day (Dec. 25), New Year's Day (Jan 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

SECTION 4 - COMPANY SPECIFIC SERVICE, (CONT'D.)

- 4.1 Service Offerings, (Cont'd.)
 - 4.1.3 Miscellaneous Services, (Cont'd.)
 - (B) Bill-to-Calling Card (BCC) Service

Bill-to-Calling Card Service allows users of touch-tone telephones connected to the Company's LDS services to charge calls to their local exchange company (LEC) calling card. In addition to standard LDS, the BCC charge, as set forth in 4.3.3 applies when users complete calls by entering both the called number and their LEC calling card number without the assistance of an operator; in addition, operator charges will apply as set forth in 4.3.1, if operator assistance is required. For BCC calls to Directory Assistance, the appropriate charges set forth in 4.3.4 will apply in addition. The Company accepts only LEC calling cards which it can identify as valid. Charges for BCC calls will appear on the user's LEC bill.

(C) Directory Assistance (DA)

Company will connect LDS Service Customers to Directory Assistance(DA) for a fee as set forth in Section 4.3.4. A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number (NPA+ 555-1212).

SECTION 4 – COMPANY SPECIFIC SERVICE, (CONT'D.)

4.1 Service Offerings, (Cont'd.)

4.1.4 Operator Services

Operator Service is available to users of the Company's LDS service and to users accessing presubscribed public payphones or customer provided stations for operator-assisted calls. In addition to usage charges, each operator call will be assessed a charge(s) as set forth in Section 4.3.1 of this tariff The methods available to the Customer for accessing the Company's operator depends upon the type of LDS.

Presubscribed LDS users and presubscribed public payphones or customer provided stations may dial "00"; or dial "0+ the called interLATA telephone number (NPA+NXX-XXXX)" for long distance calling assistance from the equal access (FGD) areas.

Dedicated LDS users may dial "00" or "0+". 4.1.4.2

Time Periods

Day, Evening, Night and Weekend rates apply as follows:

		To But Not	Applicable
<u>Rates</u>	From	Including	<u>Days</u>
Day *	8:00am	5:00pm	Mon-Fri
Evening	5:00pm	11:00pm	Sun-Fri
Night	11:00pm	8:00am	Every Day
Weekend	8:00am	11:00pm	Saturday
Weekend	8:00am	5:00pm	Sunday

*Rates Applicable on Certain Holidays:

Holidays include: New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

SECTION 4 - COMPANY SPECIFIC SERVICE, (CONT'D.)

- 4.1 Service Offerings, (Cont'd.)
 - 4.1.5 Special Promotions

The Company may from time to time engage in promotional trial service offerings of limited duration, not to exceed six months, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other terms and conditions of service contained in this tariff will apply to the Company's promotional service offerings. The Company will notify the Director of Public Utility Division by letter specifying the services offered, terms of promotion, location, and dates of each promotional period, fifteen (15) days in advance, for approval of promotional service offerings. All promotions will conform to the requirements of OAC 165:55-5-10.2.

4.1.6 Special Service Arrangements

Customer- specific service arrangements, which may include engineering, installation, construction, facilities, assembly and/or other special services, may be furnished in addition to existing tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable for the special service arrangements will be developed upon the Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this tariff. The necessary tariff revisions will be filed to reflect the special service arrangements. All Customer-specific service arrangements will conform to the requirements of OAC 165:55-5-10.3.

SECTION 5 – RATES

5.1 Intrado Communications, LLC Long Distance Service (LDS)

5.1.1 New Service Offering

Rates and Charges

Outbound Switched	\$0.160
Outbound Dedicated	\$0.100
Inbound Switched	\$0.160
Inbound Dedicated	\$0.100

SECTION 5 - RATES, (CONT'D.)

5.2 Intrado Communications, LLC Toll free Service

5.2.1 New Service Offering

Rates and Charges

Outbound Switched	\$0.160
Outbound Dedicated	\$0.100
Inbound Switched	\$0.160
Inbound Dedicated	\$0.100

SECTION 5 - RATES, (CONT'D.)

5.2 Intrado Communications, LLC Toll free Service, (Cont'd.)

5.2.2 Recurring and Nonrecurring Rates

Monthly Recurring N/A	<u>Nonrecurring</u> N/A
N/A	N/A
	\$50.00
\$30.00	N/A
\$30.00	N/A
\$30.00	N/A
	N/A N/A \$30.00 \$30.00

SECTION 5 – RATES, (CONT'D.)

5.3 Miscellaneous Services

5.3.1 Intrado Communications, LLC Calling Card Service

	(A)	Standard Usage Charges (per minute of use) Peak/Off-Peak Rate Surcharge	\$0.24 \$0.31
	(B)	Operator-Assisted Calls Person-to-Person surcharge Station-to-Station surcharge	\$4.50 \$0.60
	(C)	Directory Assistance calls Requested Number Charge Call Completion Charge (per minute)	\$1.26 NC
	(D)	Enhanced Feature Charges Conference Calling per established line Per minute of usage per ling (Day) (Weekend)	\$2.50 \$0.59 \$0.35
		VoiceMail Access per minute of usage	\$0.32
		Voice Messaging per minute of usage 1 message Up to 5 messages Up to 10 messages Up to 20 messages Message statue	\$2.90 \$9.39 \$16.90 \$31.00 NC
		News and Information per minute of usage	\$N/A
520	DCCC	Speed Dialing	NC
5.3.2	BCC Se		\$0.60
	BCC Cl	с С	\$0.60
5.3.3	Director	ry Assistance	
	Per requ	uested number	\$0.75

SECTION 5 – RATES, (CONT'D.)

5.4 Operator Services

- 5.4.1 Long Distance Rates
 - (A) Usage Rates

Per Minute usage rates:

	Ι	DAY	EV	ENING	NIGHT/	WEEKEND
Rate	Initial	Ea. Addl.	Initial	Ea. Addl.	Initial	Ea. Addl.
<u>Mileage</u>	Period	Period	Period	Period	Period	Period
1-10	\$0.1765	\$0.1365	\$0.1560	\$0.1165	\$0.1440	\$0.1020
11-22	0.1865	0.1565	0.1620	0.1385	0.1480	0.1300
23-55	0.1965	0.1865	0.1620	0.1385	0.1480	0.1340
56-124	0.2280	0.2180	0.1760	0.1600	0.1700	0.1510
125-292	0.2780	0.2680	0.2180	0.2100	0.2100	0.1890
293+	0.3275	0.3075	0.2615	0.2305	0.2435	0.2225

(B) Operator-Assisted Charges

Per call Rates:

Person-to-Person	\$3.00
Station-to-Station	1.65
Operator Dialed Charge (applies in addition to other operator charges)	N/A
Partially Automated Surcharge (applies in addition to other operator charges)	N/A
Busy Line Verification	\$2.00
Busy Line Interrupt	\$3.00

SECTION 5 – RATES, (CONT'D.)

- 5.5 Exemptions and Special Rates
 - 5.5.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

5.5.2 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

5.5.3 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance for the first 50 calls in a monthly billing period from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

5.5.4 Discounts for Telecommunications Relay Service

For intrastate toll calls received from the telecommunications relay service, there will be a 50 percent discount off the applicable rate for a voice non relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for a voice non relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.