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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

CREXENDO BUSINESS SOLUTIONS, INC.

WITHIN THE STATE OF OKLAHOMA

Issued: April 20, 2011

Issued by:

TABLE OF CONTENTS

Description

TABLE OF CONTENTS	2
CHECK SHEET	
EXPLANATION OF SYMBOLS	4
APPLICATION OF TARIFF	
1.0 - DEFINITIONS	6
2.0 - RULES AND REGULATIONS	10
3.0 - SERVICE AREAS	43
4.0 - SERVICE CHARGES	4 ^ç
5.0 - NETWORK SERVICE DESCRIPTIONS	49
6.0 - RESERVED FOR FUTURE USE	60
7.0 - LOCAL SERVICE PRICES LIST	6
8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES	
9.0 - RESERVED FOR FUTURE USE	
10.0 - EXCHANGE AREAS	88
11.0 - MISCELLANEOUS SERVICES	90
12.0 - RESERVED FOR FUTURE USE	93
13.0 - SPECIAL PROMOTIONS / CONTRACTS / ICB	94

Issued: April 20, 2011

Issued by:

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 tariff that are in effect on the date shown on each page.

Page									
Number	Revision								
1	Original	31	Original	61	Original	91	Original		
2	Original	32	Original	62	Original	92	Original		
3	Original	33	Original	63	Original	93	Original		
4	Original	34	Original	64	Original	94	Original		
5	Original	35	Original	65	Original	95	Original		
6	Original	36	Original	66	Original				
7	Original	37	Original	67	Original				
8	Original	38	Original	68	Original				
9	Original	39	Original	69	Original				
10	Original	40	Original	70	Original				
11	Original	41	Original	71	Original				
12	Original	42	Original	72	Original				
13	Original	43	Original	73	Original				
14	Original	44	Original	74	Original				
15	Original	45	Original	75	Original				
16	Original	46	Original	76	Original				
17	Original	47	Original	77	Original				
18	Original	48	Original	78	Original				
19	Original	49	Original	79	Original				
20	Original	50	Original	80	Original				
21	Original	51	Original	81	Original				
22	Original	52	Original	82	Original				
23	Original	53	Original	83	Original				
24	Original	54	Original	84	Original				
25	Original	55	Original	85	Original				
26	Original	56	Original	86	Original				
27	Original	57	Original	87	Original				
28	Original	58	Original	88	Original				
29	Original	59	Original	89	Original				
30	Original	60	Original	90	Original				
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NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such Check Sheet shall include an (*) beside the applicable page number and the caption "Revision No.".

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EXPLANATION OF SYMBOLS

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

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

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

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Crexendo Business Solutions, Inc. to customers 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 available for viewing, during normal business hours, at the Oklahoma Corporation Commission or the Company's principal place of business, located at Crexendo Business Solutions, Inc. at 1615 South 52nd Street, Tempe, Arizona 85281. Additionally, copies are available upon request, free of charge to end-users, by contacting the Company at (866) 621-6111.

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SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, 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.

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

Billing agent - An entity which provides bills to an end-user for services received from a reseller.

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.

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

Commission - Oklahoma Corporation Commission.

Company or Carrier - Crexendo Business Solutions, Inc., unless otherwise clearly indicated by the context.

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

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 tariff.

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

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

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SECTION 1.0 - DEFINITIONS

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 tariff. 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 tariff 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.

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

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

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

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

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

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

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SECTION 1.0 - DEFINITIONS

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.

LEC - Local Exchange Company

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

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.

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

Non-basic service – This term means any telecommunication service not included in basic local service, local interconnection arrangements and/or access service.

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

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

Not-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.

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

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

Issued: April 20, 2011

Issued by:

Oklahoma Tariff Number 2 Original Page 9

SECTION 1.0 - DEFINITIONS

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 and any taxes, fees and surcharges applicable to those services, and interstate services when the Commission is enforcing the FCC slamming rules.

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

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

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 tariff, 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 tariff, but the duration of the service is calculated from the Service Commencement Date.

Telecommunications Company or Provider - Used throughout this tariff to mean Crexendo Business Solutions, Inc. 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.

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

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

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 tariff.

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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 tariff 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 tariff 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 tariff 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.

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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 tariff, 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 tariff. 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 tariff, 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 verbal or written notice. Any termination shall not relieve the 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. Notwithstanding, recurring and non-recurring monthly charges will be refunded for the number of days remaining in the month after termination, when the customer did not receive service from the Company.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Oklahoma without regard for its choice of laws provision.

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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) The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.
- **(H)** The Company will comply with the provisions of 165:55-13-10 Minimum service standards.
- (I) The Company will match the WACP of its underlying providers in compliance with OAC 165:55-13-10.1 Calling areas.
- (J) The Company will not impose a preferred carrier freeze on local exchange service. A preferred carrier freeze(s) prevents a change in an end-user's preferred carrier selection toll services unless the end-user gives the carrier from whom the freeze was requested his or her express consent. All local exchange carriers who offer preferred carrier freezes for toll services shall offer freezes on a nondiscriminatory basis to all end-users, regardless of the end-user's carrier selections.

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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)** Reserved for future use.
- (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.

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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; 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;

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Issued by:

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) Any non-completion of calls due to network busy conditions;
 - (8) Any calls not actually attempted to be completed during any period that service is unavailable;
 - (9) 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.

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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 tariff 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.

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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 tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff 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.

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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, the Company will not provide labor, but, rather, will pass through the cost for labor, material, or other costs incurred on behalf of the customer from an underlying provider. 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 tariff, 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.

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

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff 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 will 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 Utility Division's regulations, policies, orders, and decisions.

2.2.3 For Future Use

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 tariff will apply.

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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 tariff;
- (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.

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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.

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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 tariff 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 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 to 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.

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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 tariff. 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 tariff.

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.

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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 tariffs of the other communications carriers which are applicable to such connections. The Company will not offer its services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Oklahoma.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. 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.

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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.

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2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

Reserved for future use.

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

Reserved for future use.

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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 Company will pass through charges from an underlying provider incurred on the Customer's behalf.

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. The date after which the bill is past due will be stated on the bill. Bills will comply with OAC 165:55-9-1, OAC 165:55-9-2 and OAC 165:55-9-2.1.

- (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.

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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 tariff 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% will be applied to all amounts previously billed for regulated services under this Tariff, 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.

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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 as soon as possible. The Company will investigate the particular case and report the results to the Customer. 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, P. O. Box 52000-2000, Oklahoma City, OK 73152-2000.
 - (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.
- (H) When a complaint has been made with the Commission's Consumer Services Division, the telecommunications service provider shall be required to forego collection and disconnect procedures on account of nonpayment of any portion of accumulated disputed charges pending investigation by the Commission's Consumer Services Division. The end-user shall be required to pay the undisputed part of the bill, and if not paid, the telecommunications service provider may discontinue service.
- (I) All end-users shall receive their bills via the United States mail, unless the enduser agrees with the Company to receive a bill through different means, such as electronically via the Internet.
- (J) The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

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2.6 Payment Arrangements (Cont'd.)

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

- (i) All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s). OAC 165:55-9-2
- (ii) 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).
- (iii) Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

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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 ten (10) days written notice + 3 days for mailing 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 tariff, 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.

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- **(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 any governmental prohibition, the Company may discontinue service without notice without incurring any penalty.

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2.6 Payment Arrangements, (Continued)

2.6.3 Discontinuance of Service for Cause

- **(E)** 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.
- **(F)** 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.
- **(G)** Without notice in the event of tampering with the equipment or services furnished by the Company.

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2.6 Payment Arrangements, (Continued)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company verbal or written 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.

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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 tariff.
- **(B)** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative, or the Company otherwise learns of the outage, and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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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 tariff 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;

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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 to 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

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.

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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) The Customer shall be credited for an interruption of two (2) 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 =
$$A \times B$$
 720

"A" = outage time in hours

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

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Jeff Korn, Chief Legal Officer Crexendo Business Solutions, Inc. 1615 South 52nd Street

Tempe, Arizona 85281 (866) 621-6111

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 tariff 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 occurs or continues due to the Customer's failure to authorize replacement of any element of special construction.

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2.8 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.

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2.9 Reserved for Future Use

2.10 **Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. 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.

2.11 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.

After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this tariff will apply to any assignee or transferee. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.

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2.12 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 tariff, all notices or other communications required to be given pursuant to this tariff 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 three business days 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.
- **2.12.6** Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via the United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet. Whatever the method of delivery, bills shall comply with OAC165:55-9-2.
- **2.12.7** Unless otherwise authorized by the Commission, bills shall be payable immediately upon receipt and past due fifteen (15) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill.
- **2.12.8** If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount for regulated services.

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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 Telephone, L.P. doing business in Oklahoma as AT&T Oklahoma (Southwestern Bell).

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 or the Oklahoma Commission reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in Southwestern Bell Telephone, L.P. doing business in Oklahoma as AT&T Oklahoma Local Exchange Tariff.

Rate Group
1
2
3
4
5
6
7

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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 tariff.

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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.

No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.

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.

4.1.3 Rates

	Business	Residence
Line Connection Charge		
First Line	\$82.75	\$44.45
Each Additional Line(1), new account	\$82.75	\$20.00
Each Additional Line(1), existing account	\$82.75	\$30.00
Line Change Charge		
First Line	\$27.75	\$22.00
Each Additional Line	\$27.75	\$22.00

NOTES:

(1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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

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>	<u>Residence</u>
Initial 15 minute increment	\$36.25	\$36.25
Each Additional 15 minute increment	\$13.75	\$13.75

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.

	Business	<u>Residence</u>
Per occasion	\$22.50	\$21.75

4.4 Assessments and Recovery Charges

4.4.1 PUD Assessment Factor amount to be supplied by the PUD

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONTINUED)

4.4 Assessments and Recovery Charges, (Continued)

4.4.2 Oklahoma Universal Service Fund (OUSF)

- 1. General Regulations
 - 1.1 Contributions to the OUSF are assessed as a uniform percentage of the telecommunications carrier's total retail-billed intrastate telecommunications revenue for a 12-month period identified by the OUSF Administrator. This percentage is established annually pursuant to an Order issued by the Oklahoma Corporation Commission.
 - 1.2 Pursuant to 17 O.S. § 139.106 and OAC 165:59-3-46, a telecommunications carrier may, at its option, recover the amount of its contributions to the OUSF from its retail customers. Such recovery shall be made in a fair, equitable and nondiscriminatory manner.
 - 1.3 Recovery shall be assessed by either a flat recovery fee or a percentage recovery charge, as described below.
 - 1.4 Recovery shall be assessed on the same retail revenues as those used for contribution purposes.
- 2. OUSF Recovery Charge (Percentage or Flat Fee)
 - 2.1 Recovery of the OUSF contribution from retail customers shall be made by a uniform monthly flat fee or percentage, which shall be applied to each retail customer in addition to any other applicable rates and charges as provided for in this tariff. The OUSF Recovery charge is intended to recover the total dollar amount paid into the OUSF, and shall be adjusted to compensate for any over-recovery or under-recovery from retail customers, pursuant to OAC 165:59-3-46.
 - 2.2 The results of such calculation(s) shall be rounded to the nearest penny for the purpose of applying this amount to retail customer's bills.
 - 2.3 The resulting OUSF recovery amounts are not revenues of the Company, and therefore, are not subject to state or local taxes, franchise fees, or any other assessments or fees. The Company shall not include the OUSF Recovery Charge in the calculation of such taxes, fees, or assessment in the customer's bill.
 - 2.4 If recovery is made pursuant to this tariff from the retail customers, the amount resulting from the OUSF Recovery Charge will be stated separately in the customer's monthly bill.

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONTINUED)

4.4 Assessments and Recovery Charges, (Continued)

4.4.2 Oklahoma Universal Service Fund (OUSF)

- 2. OUSF Recovery Charge (Percentage or Flat Fee), (Continued)
 - 2.5 Records shall be kept by the Company which reflect the OUSF contributions paid by the Company for each period along with all amounts recovered by the Company through the Recovery of OUSF Contributions Tariff. This information shall be provided to the Commission along with any changes to the OUSF Recovery Charge.

Changes in the OUSF Recovery Charge

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

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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 Commission:

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

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

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

5.1.2 Application of Rates and Charges

All services offered in this tariff 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 set forth in Section 7.2. For customers who elect measured rate service, charges for local calling services are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks and Digital/DS1 service.

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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.

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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). Usage charges are capped at the residential rate for flat rated service in the customer's Rate Group.
- **5.2.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-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.

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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 the square root of:

$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

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Jeff Korn, Chief Legal Officer

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 tariff.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO							
5:00 PM*		DAYTI	ME RATE F	ERIOD			
5:00 PM							
TO		EVENI	NG RATE F	ERIOD			EVE
11:00 PM*							
11:00 PM TO			NIICI IT /IAT		TE DEDIOD		
8:00 AM*				EEKEND RA'	16 どたらしカナ		

^{*}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

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5.5 Reserved for future use

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. Touch tone service is provided with the Standard Business Line. 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.

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5.10 Reserved for Future Use

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 tariff for specific features offered with each type of local exchange service.

5.11.1 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 number. 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.

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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 the necessary CPE.

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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.

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5.11 Optional Calling Features, (continued)

5.11.1 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.

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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.

5.14 Miscellaneous Services

5.14.1 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.

5.14.2 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.

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Cause No.
Order No.
Crexendo Business Solutions, Inc.
Local Exchange Services

Oklahoma Tariff Number 2 Original Page 60

SECTION 6.0 - RESERVED FOR FUTURE USE

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Jeff Korn, Chief Legal Officer Crexendo Business Solutions, Inc.

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST

7.1 General

Services provided in this tariff 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 change and may be changed by the Company pursuant to notice requirements established by the Oklahoma Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of the Company's local exchange services, in whole or in part, prior to the effective date hereof.

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7.2 Standard Residence Local Exchange Service

Standard Residence 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 Residence 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. Not all service plans will be available in all areas.

Recurring charges for Standard Residence 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.

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7.2 Standard Residence Local Exchange Service, (Continued)

7.2.1 Monthly Recurring Charges

The following charges apply to Standard Residence 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.

RATE CLASS	MONTHLY CHARGE
Rate Class 1	10.22
Rate Class 2	10.77
Rate Class 3	11.62
Rate Class 4	12.07
Rate Class 5	12.37
Rate Class 6	13.72
Rate Class 7	14.34

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7.2 Standard Residence Local Exchange Service, (Continued)

7.2.2 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Service

Customers subscribing to Measured Service are charged a monthly recurring charge. The charges are applied to local calls placed from the Customer's line. Local usage is billed on a per call basis. The following per call charge applies to measured local service up to the applicable rate for unlimited local service. Calls placed after the applicable rate for unlimited local service has been reached will be provided at no additional charge to the customer.

Southwestern Bell Territory

Rate Per Call \$0.25

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7.2 Standard Residence Local Exchange Service, (Continued)

7.2.3 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for activation of Residential lines are:

Southwestern Bell Territory

Activation Charge For all customers, including lifeline \$60.00

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7.3 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.

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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.

RATE CLASS	MONTHLY CHARGE
Rate Class 1	22.08
Rate Class 2	24.53
Rate Class 3	29.65
Rate Class 4	32.44
Rate Class 5	33.17
Rate Class 6	39.81
Rate Class 7	43.18

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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.

RATE CLASS	HUNTING SERVICES		
	Rotary	Circle	Preferential
	•		1
Rate Class 1	\$1.00	\$1.25	\$2.30
Rate Class 2	\$1.00	\$1.25	\$2.30
Rate Class 3	\$1.00	\$1.25	\$2.30
Rate Class 4	\$1.00	\$1.25	\$2.30
Rate Class 5	\$1.00	\$1.25	\$2.30
Rate Class 6	\$1.00	\$1.25	\$2.30
Rate Class 7	\$1.00	\$1.25	\$2.30

7.3.3 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for activation of Business lines are:

Southwestern Bell Territory
Activation Charge \$60.00

7.4 Reserved for future use

¹ 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).

RATE CLASS	PBX Trunk	PBX Trunk
	One or Two Way	Inbound Only
Rate Class 1	22.08	20.68
Rate Class 2	24.53	23.13
Rate Class 3	29.65	28.25
Rate Class 4	32.44	31.04
Rate Class 5	33.17	31.77
Rate Class 6	39.81	38.41
Rate Class 7	43.18	41.78

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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 tariff. The Customer will be charged for the number of DID numbers utilized out of the available 10 numbers.

	Installation	Monthly
	Charge	Recurring
Establish Trunk Group and Provide		
1st Block of 10 DID Numbers	\$120.00	\$5.00
Each Additional Block of 10 DID Numbers	\$10.00	\$5.00
Establish Trunk Group and Provide		
1st Block of 100 DID Numbers	\$168.00	\$30.00
Each Additional Block of 100 DID Numbers	\$168.00	\$30.00

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7.7 Reserved For Future Use

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. Necessary transmission levels may not be available in all cases for calls forwarded or calls placed or received using optional calling features.

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.

Optional Calling Features	Business	Residence
Three-Way Calling ¹	\$0.75	\$0.78
Call Return ²	\$0.50	\$0.52
Auto Redial Error! Bookmark not defined.	\$0.50	\$0.50
Calling Trace, Per Call	\$8.00	\$8.00

The monthly maximum charge for each optional calling features noted above is \$6.00.

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¹ 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.

² 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.

Optional Calling Feature	Business	Residence
Call Forwarding Variable – Standard	5.00	3.00
Call Forwarding Variable - Selective	3.00	2.85
Remote Access Call Forwarding	2.75	0.95
Call Forwarding Don't Answer	3.00	0.75
Call Forwarding Busy Line	3.00	0.75
Call Forwarding Busy Line / Don't Answer	4.00	1.00
Call Waiting - Basic	5.00	5.25
Call Waiting - Deluxe	6.00	6.30
Caller ID – Name & Number	9.35	6.50
Anonymous Call Rejection	2.20	1.57
Call Block	3.00	3.00
Call Return	3.00	3.00
Simultaneous Call Forwarding	4.80	4.80
Auto Redial	3.00	3.00
Speed Calling (8 codes)	4.55	3.00
Three Way Calling	5.00	3.00
Priority Call	3.00	2.85

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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 tariff.

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

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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.

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7.8 Optional Calling Features, (Continued)

7.8.3 Custom Calling Feature Packages, (Continued)

3. General Regulations

- a. 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.
- d. 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.

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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 tariff, 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 tariff rates and may include any applicable discounts.

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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

C. Residential Select Three

1. Description

Residential Select Three is a group of three Call Management services that consists of Caller ID as a required component and two more component services that the customer may choose from the following Selection List:

- Three-way Calling
- Call Forwarding
- Call Return
- Call Blocker
- Call Waiting
- Call Waiting ID
- Auto Redial
- Speed Calling 8
- Distinctive Ring

2. Service Interactions

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

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7.8 Optional Calling Features, (Continued)

7.8.3 Custom Calling Feature Packages, (Continued)

- 3. General Regulations
 - a. 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. Residential Select Three is available to any residence customer where Caller ID and at least two component services are available.
 - c. The component services may be purchased individually at their standard tariff rates.
 - d. Residence customers currently subscribing to all Residential Select Three component services may request billing at the Residential Select Three price. Customers who do so must also pay the package installation charge.
 - e. Residential Select Three may be included in other packages and bundles that are marketed under other names.
 - A nonrecurring Service Connection Charge will apply to the f. installation of a Residential Select package the first time a new or existing customer subscribes to the package. Payment of the Residential Select nonrecurring charge ensures that no subsequent nonrecurring charges will apply if the customer changes or adds features within the Selection List as long as the customer maintains the Residential Select package on that line. If a customer disconnects their Residential Select package from a line, the Residential Select nonrecurring charge would apply again to re-establish a Residential Select package on that line. The Residential Select nonrecurring charge will not apply again if the customer upgrades from Residential Select Three to Residential Select Six or downgrades from Residential Select Six to Residential Select Three; the Call Management Service Connection Charge will also not apply if the customer upgrades from Residential Select Three to Residential Select Six. The Residential Select nonrecurring charge is a line-level charge and if the customer subscribes to Residential Select Three on any additional access line, the Residential Select nonrecurring charge will apply to each such line.

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7.8 Optional Calling Features, (Continued)

7.8.3 Custom Calling Feature Packages, (Continued)

- g. Residential Select Three may be ordered on the customer's primary/main line or any additional line.
- h. Residential Select Three is offered in association with residence exchange services unless specified otherwise.
- If the customer must add Call Management services to be eligible for Residential Select Three, the Call management Service Connection Charge will apply in addition to the Residential Select package Service Connection Charge.

4. Limitations

- a. Residential Select Three is available to residence customers only.
- b. Discounted monthly rates for any other combinations of the services provided in Residential Select Three on the same access line, as specified elsewhere in this tariff, do not apply to the component services selected by the customer within Residential Select Three.
- c. In order to receive the 2-Line Residential Select Three price, a customer must have two or more lines and have the Residential Select Three package ordered on the main line. Only one 2-Line Residential Select Three package can be ordered on a customer's account. Customers who disconnect their additional access lines will be charged the Residential Select Three price.
- d. The Residential Select Three component services may only be purchased as a monthly subscription. Pay-per-activation services and charges are not included in the Residential Select Three package price.
- e. The component services of Residential Select Three 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 Residential Select Three price.

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7.8 Optional Calling Features, (Continued)

7.8.3 Custom Calling Feature Packages, (Continued)

- f. Residential Select Three subscribers will benefit from the Residential Select Three price until they disconnect one or more of the Residential Select Three component services.
- g. Residential Select Three subscribers will continue to benefit from the Residential Select Three price if, on the same order, they disconnect one or both selectable component services and replace those disconnected services with other component services from the Selection List.
- h. If the customer subscribes to more than two Call Management Services on the Selection List, the two most expensive services will be included in the package.
- i. Services purchased in excess of those ordered as components of Residential Select Three will be charged at their standard tariff rates and may include any applicable discounts. Customers who order Caller ID and more than four Call Management services from the Selection List are eligible to purchase Residential Select Six according to the terms of the Residential Select Six tariff.

5. Rates

	Monthly	Section
	Rate	Connection Charge
First Line	\$22.92	\$1.95
Second Line	\$22.92	\$1.95

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7.8 Optional Calling Features, (Continued)

7.8.3 Custom Calling Feature Packages, (Continued)

D. Residential Select Six

1. Description

Residential Select Six is a group of six Call Management services that consists of Caller ID as a required component and five more component services that the customer may choose from the following Selection List:

- Three-way Calling
- Call Forwarding
- Call Return
- Call Blocker
- Call Waiting
- Call Waiting ID
- Auto Redial
- Speed Calling 8
- Distinctive Ring

2. Service Interactions

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

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. Residential Select Six is available to any residence customer where Caller ID and at least five component services are available.
- c. The component services may be purchased individually at their standard tariff rates.
- d. Residence customers currently subscribing to all Residential Select Six component services may request billing at the Residential Select Six price. Customers who do so must also pay the package installation charge.

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7.8 Optional Calling Features, (Continued)

7.8.3 Custom Calling Feature Packages, (Continued)

- e. Residential Select Six may be included in other packages and bundles that are marketed under other names.
- f. A nonrecurring Service Connection charge will apply to the installation of a Residential Select package the first time a new or existing customer subscribes to the package. Payment of the Residential Select nonrecurring charge ensures that no subsequent nonrecurring charges will apply if the customer changes or adds features within the Selection List as long as the customer maintains the Residential Select package on that line. If a customer disconnects their Residential Select package from a line, the Residential Select nonrecurring charge would apply again to re-establish a Residential Select package on that line. The Residential Select nonrecurring charge will not apply again if the customer downgrades from Residential Select Six to Residential Select Three or upgrades from Residential Select Three to Residential Select Six; the Call Management Service Connection Charge will also not apply if the customer upgrades from Residential Select Three to Residential Select Six. The Residential Select nonrecurring charge is a line-level charge and if the customer subscribes to Residential Select Six on any additional access line, the Residential Select nonrecurring charge will apply to each such line.
- g. Residential Select Six may be ordered on the customer's primary/main line or any additional line.
- h. Residential Select Six is offered in association with residence exchange services unless specified otherwise.
- If the customer must add Call Management services to be eligible for Residential Select Six, the Call management Service Connection Charge will apply in addition to the Residential Select package Service Connection Charge.

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7.8 Optional Calling Features, (Continued)

7.8.3 Custom Calling Feature Packages, (Continued)

4. Limitations

- a. Residential Select Six is available to residence customers only.
- b. Discounted monthly rates for any other combinations of the services provided in Residential Select Six on the same access line, as specified elsewhere in this tariff, do not apply to the component services selected by the customer within Residential Select Six.
- c. In order to receive the 2-Line Residential Select Six price, a customer must have two or more lines and have the Residential Select Six package ordered on the main line. Only one 2-Line Residential Select Six package can be ordered on a customer's account. Customers who disconnect their additional access lines will be charged the Residential Select Six price.
- d. The Residential Select Six component services may only be purchased as a monthly subscription. Pay-per-activation services and charges are not included in the Residential Select Six package price.
- e. The component services of Residential Select Six 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 Residential Select Six price.
- f. Residential Select Six subscribers will benefit from the Residential Select Six price until they disconnect one or more of the Residential Select Six component services.
- g. Residential Select Six subscribers will continue to benefit from the Residential Select Three price if, on the same order, they disconnect one or both selectable component services and replace those disconnected services with other component services from the Selection List.
- h. If the customer subscribes to more than five Call Management Services on the Selection List, the two most expensive services will be included in the package.

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7.8 Optional Calling Features, (Continued)

7.8.3 Custom Calling Feature Packages, (Continued)

i. Services purchased in excess of those ordered as components of Residential Select Three will be charged at their standard tariff rates and may include any applicable discounts.

5. Rates

	Monthly	Section
	Rate	Connection Charge
First Line	\$26.72	\$1.95
Second Line	\$26.72	\$1.95

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<u>SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES</u>

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

	Monthly Rate	Service Charge
Business	\$3.41	\$18.00
Residence	\$1.20	\$7.25

8.2 Non-Published

There is a monthly charge for each non-published service. This charge does not apply is the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month

	Monthly Rate	Service Charge
Residence	\$1.69	\$7.25

8.3 Non-Listed Service

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-listed service charge, per month

	Monthly Rate	Service Charge
Residence	\$1.61	\$7.25

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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)

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.

Each Local Directory Assistance Call, (after allowance)

Business¹ \$0.49 Residence² \$0.45

Issued: April 20, 2011

Issued by:

¹ After allowance of 1 call

² After allowance of 3 calls

Cause No. Order No. Crexendo Business Solutions, Inc. Local Exchange Services

Oklahoma Tariff Number 2 Original Page 87

SECTION 9.0 - RESERVED FOR FUTURE USE

Issued: April 20, 2011

Issued by:

SECTION 10.0 - EXCHANGE AREAS

10.1 Exchange Areas

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
		Ardillore	3	ALOKa	3
Arkansas City,		D	-1	Daniel -	2
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,	_	enceopa, no	_
Cromwell	1	Cushing	3	Davis	2
Delaware	2	Depew	7	Dewey	4
Drumright	7	Depew	3	Durant	3
_	7		3 1		3
Edmond	•	Eldorado	-	Elk City	3
El Reno	7	Enid	4	Eufaula	
Fairland	1	Fairmont	4	Fairview	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	Marlow	2
Maud	1	McAlester	3	Medford	1
Meade, KS	1	Mena, AR	2	Medioid	_
•	7	•	3	Midwart City	7
Meridian		Miami		Midwest City	
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

Issued: April 20, 2011

Issued by:

SECTION 10.0 - EXCHANGE AREAS

10.1 Exchange Areas (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				

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Issued by:

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.

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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.

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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

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

Per residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

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SECTION 12.0 - RESERVED FOR FUTURE USE

12.1 [Reserved for Future Use]

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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 tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists. In reference to special promotions, the Company will comply with OAC 165:55-5.10.2.

13.2 Contract Rates / Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, 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 tariff 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. In reference to ICB arrangements, the Company will comply with OAC 165:55-5-10.3.

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PRICE LIST

Oklahoma Universal Service Fund Recovery Facto	r
Recovery Percentage	

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