
INTEREXCHANGE SERVICES TARIFF

*This tariff, Oklahoma Tariff No.6, issued by
Birch Telecom of Oklahoma, LLC d/b/a Birch Communications
replaces in its entirety
OCC Tariff No. 2 issued by
Birch Telecom of Oklahoma, Inc. d/b/a Birch Communications*

TARIFF
of
Birch Telecom of Oklahoma, LLC
d/b/a Birch Communications

This Tariff, filed with the Oklahoma Corporation Commission contains the rates, terms and conditions applicable to the provision of intrastate interexchange telecommunications services and non-switched local exchange telecommunications services in the State of Oklahoma by Birch Telecom of Oklahoma, LLC d/b/a Birch Communications. Copies of any portion of the tariff will be provided at a reasonable cost for reproduction expense to any requesting party. This Tariff is on file with the Oklahoma Corporation Commission and copies may be inspected during normal business hours at the Company's principal place of business located at:

Birch Communications
2323 Grand Blvd. Suite 925
Kansas City, MO 64108

Wherever in this Tariff or its headings, the term "Company" or the name Birch Telecom of Oklahoma, LLC appears, that shall mean and shall refer to Birch Telecom of Oklahoma, LLC d/b/a Birch Communications.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

INTEREXCHANGE SERVICES TARIFF

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes 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 Change in format, lettering or numbering.
- (MT)** - To signify Move of text.
- (NR)** - To signify New rate.
- (RT)** - To signify Removal of text.

INTEREXCHANGE SERVICES TARIFF

APPLICATION OF TARIFF

The service rates and regulations set forth in this Tariff are generally applicable to the provision of intrastate interexchange telecommunications services and non-switched local exchange telecommunications services by Birch Telecom of Oklahoma, LLC d/b/a Birch Communications (the “Company”).

INTEREXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITIONS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

Company, the – Birch Telecom of Oklahoma, LLC d/b/a Birch Communications unless the context indicates otherwise.

Commission – The Oklahoma Corporation Commission, unless the context indicates otherwise.

Customer — The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.

Customer Premises – One Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on the same property.

Circuit — A communications path of a specific bandwidth or transmission speed between two or more points of termination.

Facilities — All Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.

Individual Case Basis — A service arrangement in which the conditions, rates, and charges are developed based on the specific circumstances of the case.

LATA – Local Access and Transport Area

Premises — A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Personal Account Code – A numeric or alpha-numeric sequence which uniquely identifies a calling card.

Private Line Service - An unswitched full-time transmission service utilizing the Facilities to connect two or more designated locations of the same Customer or User.

Terminating Facilities — All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This may include electronic equipment, cable, wiring, connecting panels and blocks.

User — A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

INTEREXCHANGE SERVICES TARIFF

SECTION 2 - PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE

2.1 The Company shall provide non-switched local exchange telecommunications service to Customers which enter into written contracts with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. Terms not specifically governed by this Tariff will be individually negotiated with each prospective Customer. The Company will not provide services to any Customer until a contract has been executed. On a proprietary basis, the Company will provide copies of customer contracts to the Commission's Staff on request.

2.2 Obligations of Customer

2.2.1 Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

- A. The Customer has requested service in accordance with the terms and conditions set forth in this Tariff; or the Customer has entered into a written contract with the Company;
- B. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
- C. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this Tariff and the contract entered into between the Customer and the Company.

2.2.2 General Obligations

The Customer shall be responsible for:

- A. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
- B. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or its agents.
- C. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
- D. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.

INTEREXCHANGE SERVICES TARIFF

SECTION 2 - PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (CONT'D.)

2.2 Obligations of Customer (Cont'd.)

2.2.2 General Obligations (Cont'd.)

- E. The provision, installation, and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the Facilities. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.
- F. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing, or removing the Facilities.
- G. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer and providing for reasonable access to those facilities and equipment.
- H. All actions or omissions of a person, firm, or corporation appointed by the Customer as its agent causing harm to facilities or services. No self-imposed limitations of an agent's authority shall be binding on the Company.
- I. Any breach by the Customer of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

2.2.3 Payment of Rates and Charges: The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. Invoices not paid within thirty (30) days are subject to late charges and interest, with interest monthly at 1.5% per month, or such other amount otherwise allowed by law, to compensate Company for administrative costs incurred due to such late payments. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 4.10 of this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.

INTEREXCHANGE SERVICES TARIFF

SECTION 2 - PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (CONT'D.)

2.3 Obligations of the Company

- 2.3.1 **Undertakings:** The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnishes to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
- 2.3.2 **Limitations.** The Company shall not be responsible for installation, operation, or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the Facilities of the Company and is therefore subject to the availability of such Facilities.
- 2.3.3 **Liability and Indemnification:**
- A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents.
 - B. The sole remedy for a Customer or User with respect to failure of the Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User.
 - C. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location, or use of said equipment so provided.

INTEREXCHANGE SERVICES TARIFF

SECTION 2 - PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (CONT'D.)

2.3 Obligations of the Company (Cont'd.)

2.3.3 Liability and Indemnification (Cont'd.)

- D. The Company shall not be liable for any defacement of or damage to the Premises of a Customer, User, or any third party resulting from the furnishing of Facilities or the attachment of the instruments, apparatus, and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.
- E. The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Account Codes issued for use with the Company's services.
- E. The Company shall be indemnified and saved harmless by the Customer or User against:
 - 1. Claims for libel, slander, and infringement of copyright arising from the material transmitted over the Facilities.
 - 2. Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and
 - 3. All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

2.3.4 Provision of Facilities

- A. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.
- B. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

2.4 Service Period

The period for which service will be provided by the Company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

INTEREXCHANGE SERVICES TARIFF

SECTION 2 - PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (CONT'D.)

2.5 Individual Case Basis (ICB) Arrangements

The Company may, in response to a bona fide request from a Customer or User or potential Customer or User, develop a bid for a special service arrangement not currently offered by the Company. An Individual Case Basis arrangement will be offered to the Customer for acceptance in writing. Such Individual Case Basis arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service.

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The requested service or arrangements are not offered under other sections of this tariff. The requested service or arrangements are compatible with other Company services, facilities, and its engineering and maintenance practices. These offerings are subject to the availability of necessary Company personnel and capital resources.

2.6 Special Construction

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User, or upon determination by the Company that such charge should apply in that particular instance.

2.6.1 Survey and Design. Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges therefor. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefor, shall constitute grounds for denial of the requested service by the Company.

2.6.2 Charges for Special Construction. All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Company.

2.7 Service Offerings

The Company will provide point-to-point and point-to-multipoint, Private Line Services connecting a Customer's or User's locations to one another, or connecting a Customer's or User's locations to interexchange carrier points of presence.

INTEREXCHANGE SERVICES TARIFF

SECTION 2 - PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (CONT'D.)

2.8 Service Rates

The rates charged by the Company for the provision of its services to Customers or Users will be offered on an Individual Case Basis and will be structured to at least recover the Company's costs of providing such services. The terms of specific Individual Case Basis contracts will be made available to the Commission upon request on a proprietary basis.

2.9 Special Charges

2.9.1 Out-of-Normal Work Hours: The charges specified in this Section 4.9 do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than during normal working hours or days (9:00 a.m. to 5:00 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.

2.9.2 Maintenance and Service Charge: The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or Facilities is attributable to the Customer or User or its agents. That cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visit.

2.10 Service Cancellations

2.10.1 Discontinuance of Service by the Company: The Company, by such notice to the Customer as may be specified in the contract between the Customer and the Company, and in compliance with applicable regulations, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

- A. Non-payment of any undisputed sum due to the Company by a Customer; or
- B. A breach of any of Customer's representations or warranties contained in the contract between the Customer and the Company, or a violation by the Customer of any covenant, term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

INTEREXCHANGE SERVICES TARIFF

SECTION 2 - PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (CONT'D.)

2.10 Service Cancellations (Cont'd.)

2.10.2 Cancellation of Service by the Customer Prior to End of the Contract Period: When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

2.10.3 Cancellation of Application for Service: Where the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

2.11 Service Interruptions

2.11.1 General: The Company agrees to use its reasonable best efforts to assure continuous full-time operation of the service. The customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.

2.11.2 Service Restoration: The Company agrees to use its reasonable best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its reasonable best efforts to minimize the duration of any service interruption.

2.11.3 Liability: The Company shall not be liable for any incidental, indirect, or consequential damages as the result of any service interruption.

2.11.4 Credits: The amount of credit for any service interruption, if any, shall be specified in the contract between the Customer and the Company.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE

- 3.1 The Company shall provide intrastate interexchange telecommunications service to Customers according to the terms and conditions of this Tariff.
- 3.2 Rules and Regulations
- 3.2.1 Undertaking of the Company
- A. The Company undertakes to furnish telecommunications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points in different exchanges within the state of Oklahoma.
 - 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.
 - C. 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.
 - D. The Company may undertake equipment or facilities additions, removals or rearrangements; routine preventive maintenance; or other service-affecting activities that may occur in normal operation of the Company's business. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
 - E. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.2 Rules and Regulations (Cont'd.)

3.2.2 Limitations of Service

- A. Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited.
- B. The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

3.2.3 Use of Service

A. Permitted Uses

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

A. Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

B. Fixed Service Period

If Customer and the Company have agreed to a specified term of service, then following expiration of the initial term of service, or any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice.

C. Termination

Any termination shall not relieve Customer of its obligation to pay any charges incurred under this Tariff or in any service order 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.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.2 Rules and Regulations (Cont'd.)

3.2.4 Liability

- A. The liability of the Company for any claim or loss, expense or damage, due for interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed the amount of the credit allowance described in Section 5.2.5 herein. The extension of credit allowances as described in Section 5.2.5 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, even if advised of the possibility of the same.
- B. The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- C. The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
 1. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff;

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.2 Rules and Regulations (Cont'd.)

3.2.4 Liability (Cont'd.)

C. (Cont'd.)

2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Tariff or any agreement between the Customer and the Company; or
3. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

D. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

E. THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Tariff, including, but not limited to, the general liability provisions set forth in Section 5.2.4 herein and the terms of Section 5.2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.2 Rules and Regulations (Cont'd.)

3.2.6 Responsibility of the Customer

- A. All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:
1. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
 2. Providing:
 - (a) the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - (b) the name(s), telephone number(s), and address(es) of the Customer contact person(s).
 3. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
 - (a) the negligence or willful act of Customer or user;
 - (b) improper use of service; or
 - (c) any use of equipment or service provided by others.
 4. A Customer who subscribes to the Company's intrastate interexchange services and resells these services to others shall be responsible for complying with all laws and regulations of the State of Oklahoma, which relate in any way to its provision of intrastate interexchange telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and payment of applicable taxes.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.2 Rules and Regulations (Cont'd.)

3.2.6 Responsibility of the Customer (Cont'd.)

B. Credit Allowances

1. Credit for failure of service will be allowed only when failure of service is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
2. Credit allowances for failure of service starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
3. Customer shall notify the Company of failures of service and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment.
4. Only those portions of the service disabled will be credited. No credit allowances will be made for:
 - (a) interruptions of service resulting from the Company performing routine maintenance;
 - (b) interruptions of service for implementation of a Customer order for a change in the service;
 - (c) interruptions caused by the negligence or willful act of omission of Customer or its authorized user; or
 - (d) interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

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

The Company will refund upon request of the customer the prorated part of that month's local exchange service charges and any regulated equipment charges for the period of days during which the telephone service was not provided.

C. Cancellation by Customer

1. Customer may cancel service any time after meeting the minimum service period orally or in writing.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.2 Rules and Regulations (Cont'd.)

3.2.6 Responsibility of the Customer (Cont'd.)

D. Payment and Charges for Service

1. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Tariff.
2. The Company will not alter the residential billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfers service from one premises to another.
3. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
4. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, toll free; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
5. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.2 Rules and Regulations (Cont'd.)

3.2.6 Responsibility of the Customer (Cont'd.)

D. Payment and Charges for Service (Cont'd.)

6. Billing information provided to each customer on a monthly basis shall include but not be limited to:

- (a) the number of access lines for which charges are stated.
- (b) the beginning or ending dates of the billing period.
- (c) the date the bill becomes delinquent if not paid on time.
- (d) the unpaid balance (if any).
- (e) an itemization of the amount due for toll service, including the date and duration of each toll call.
- (f) an itemization of the amount due for taxes, franchise fees, universal service fund charges, local number portability charges, end user common line charges primary interexchange carrier charges, and other surcharges as may be necessary and appropriate, including any of the foregoing charges passed through to the Company by Southwestern Bell Telephone Company.
- (g) the total amount due.
- (h) if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated.
- (i) a telephone number where inquiries may be made.
- (j) if a deposit is held by the company.
- (k) Optional services may be billed as a total of all optional services for which a flat monthly charge is made; and
- (l) Credit for service outages will also be reflected.

7. Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at 888-772-4724. The Company shall investigate the particular case and report the results to the Customer. The Company shall suspend billing on disputed amounts until such investigation is complete. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer or Consumer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer or Consumer that the Customer or Consumer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information:

Oklahoma Corporation Commission
Consumer Services Division
P.O. Box 52000-2000
Oklahoma City, Oklahoma 73152-2000

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

32.2 Rules and Regulations (Cont'd.)

3.2.6 Responsibility of the Customer (Cont'd.)

E. Advance Payments

The Company may require a Customer or applicant for service to make an advance payment (1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, or (2) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and nationally recognized credit bureaus. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.2 Rules and Regulations (Cont'd.)

3.2.6 Responsibility of the Customer (Cont'd.)

F. Bad Check Charge

The Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

G. Late Payment Charge

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the "Due Before Date" in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 1.5% per month. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter.

Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.2 Rules and Regulations (Cont'd.)

3.2.7 Responsibility of the Company

A. Provision of Services

The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff and applicable rules of the Commission.

B. Credit Allowance – Information Records

For listings in alphabetical telephone directories and information records, no liability shall be attached to the Company.

C. Cancellation Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

D. Disconnection of Service by the Company

The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

1. Nonpayment of a bill for regulated telecommunications services within the period;
2. Failure to make a security deposit;
3. Violation of or noncompliance with any provision of law, or of the tariffs or terms and conditions of service of the telecommunications service provider filed with and approved by the Commission;
4. Refusal to permit the telecommunications service provider reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
5. Interconnection of a device, line, or channel to telecommunications service provider facilities or equipment contrary to the telecommunications service provider's terms and conditions of service on file with and approved by the Commission.
6. Use of telephone service in such manner as to interfere with reasonable service to other end-users.

Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.2 Rules and Regulations (Cont'd.)

3.2.7 Responsibility of the Company (Cont'd.)

D. Disconnection of Service by the Company (Cont'd.)

Residential customers shall have a minimum of 12 days from the rendition of a bill to pay the charges stated.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

Insufficient reasons for denial or disconnection of service:

1. Nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. The Company shall not disconnect or suspend service without mailing or delivering a bill to the customer for the amount due.
2. Residential service will not be disconnected for failure to pay a bill for a business service.
3. Business service will not be disconnected for failure to pay a bill for a residential service.
4. Service will not be withheld from a customer whose name was fraudulently used to obtain service at another location without the end user's permission or knowledge.
5. The Company shall not deny service to a customer for nonpayment of an amount past due for more than three (3) years, if the company cannot substantiate the charges with a copy of the customer's bill.
6. Service shall not be discontinued to a current customer in good standing who accepts an additional household member owing a previous bill to the Company, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the customer at a different or same location.
7. The Company shall not provide billing and collection for any provider of intrastate telecommunications services who does not have proper authority to operate in the State of Oklahoma.
8. Local exchange service shall not be denied or terminated for nonpayment of non-regulated services or disputed charges.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.2 Rules and Regulations (Cont'd.)

3.2.7 Responsibility of the Company (Cont'd.)

The Company's Notice of Disconnection shall contain the following information:

The words "NOTICE OF DISCONNECTION" or words with the same meaning, in print type larger than the print type of the notice text.

The name, address and telephone number of the Customer.

A statement of the reason for the proposed disconnection and the cost (to the Customer) for reconnection.

The date on or after which service will be disconnected unless appropriate action is taken.

The telephone number in bold print of the Company where the customer may make an inquiry.

A statement that the customer must contact the Company regarding the disconnection, prior to contacting the Commission's Consumer Services Division.

The address and telephone number of the Commission's Consumer Services Division, in print size which is smaller than the print size used for the Company's telephone number

The services that are being disconnected, whether local and/or toll, and if the service to be disconnected is local service, a statement that the customer must also contact their IXC if such customer wishes to terminate such service in order to avoid incurring additional charges for such service.

The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the customer to the location in the directory where the information can be obtained:

- A. A statement of how a customer may avoid the disconnection of service, including a statement that the customer must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.
- B. A statement that informs the customer where payments may be made or how to obtain a listing of authorized payment agencies.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.2 Rules and Regulations (Cont'd.)

3.2.8 Restoration of Service

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

3.2.9 Taxes and Surcharges

- A. Customer will be billed and is responsible for payment of applicable universal service fund charges, local number portability charges, end user common line charges, primary interexchange carrier charges, federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used. In addition to any of the foregoing charges paid directly by the Company, the Company will also pass through to the Customer an amount equal to the government fees, taxes, and surcharges that the Company pays through Southwestern Bell Telephone Company.
- B. All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, etc.) will be listed as separate line items and are not included in the quoted rates.

3.2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment.

3.2.11 Terminal Equipment

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

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.3 Service Offerings

3.3.1 Toll Service

Provides facilities to complete interLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct dialing includes 1 + Area Code (where necessary) + telephone number, or in some cases for IntraLATA, users must access the Company's network by dialing 1010678 then 1 + Area Code + Number. For operator assistance a customer dials 0 only, 0 + telephone number or 0+NPA+telephone number for IntraLATA calls..

3.3.2 Calling Card Service

Calling card service provides facilities to complete interLATA and intraLATA calls between two points when the Customer is away from his/her premises. The requesting Customer is provided with a calling card which includes instructions for its use.

3.3.3 Toll Free Service

Toll Free Service provides for facilities for the Customer(s) to receive interLATA and intraLATA calls. The Customer will be assigned unique toll free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

3.3.4 Directory Assistance

The Company furnishes Directory Assistance Service whereby Customers may request assistance in determining telephone numbers in accordance with the rates and terms stated in Section 5.4. Service Rates.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.4 Service Rates

3.4.1 Toll Service

From Customer's Premises in Oklahoma to any point in Oklahoma:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business (1)	\$.09	30 seconds	6 seconds
Business	.089	30 seconds	6 seconds
Residence	.095	30 seconds	6 seconds

3.4.2 Toll Free Service

Monthly charge per account	Business	\$5.00
	Residence	\$2.95

From points in Oklahoma to Customer's Premises in Oklahoma:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business (1)	\$.09	30 seconds	6 seconds
Business	.089	30 seconds	6 seconds
Residence	.08	30 seconds	6 seconds

Payphone origination charge - \$.30 per call

3.4.3 Calling Card Service

From any point in Oklahoma to points in Oklahoma:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	\$.19	30 seconds	6 seconds
Residence	.19	30 seconds	6 seconds

Payphone origination charge - \$.30 per call

Surcharge - \$.25 per completed call

(1) This service will not be offered to Business subscribers on or after October 1, 2001.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.4 Service Rates (Cont'd.)

3.4.5 Birch Basic Business Line and Trunk (3)

Volume Commitment Plans – Rates

The volume commitment level can be met by a combination of Toll, Toll Free and Calling Card Services usage.

1. Toll Service

<u>Total Usage</u> <u>– No Volume Commitment</u>	<u>Rate Per</u> <u>Minute</u> (1)	<u>Minimum</u>	<u>Billing Increment</u>
<u>Total Usage</u> <u>– \$10.00 Volume Commitment</u> Intrastate	<u>Rate Per</u> <u>Minute</u> \$.069	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage</u> <u>– \$100.00 Volume Commitment</u> Intrastate (2)	<u>Rate Per</u> <u>Minute</u> \$.059	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage</u> <u>– \$250.00 Volume Commitment</u> Intrastate (2)	<u>Rate Per</u> <u>Minute</u> \$.054	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage</u> <u>– \$500.00 Volume Commitment</u> Intrastate (2)	<u>Rate Per</u> <u>Minute</u> \$.049	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds
<u>Total Usage</u> <u>– \$1000.00 Volume Commitment</u> Intrastate (2)	<u>Rate Per</u> <u>Minute</u> \$.044	<u>Minimum</u> 6 seconds	<u>Billing Increment</u> 6 seconds

(1) See Section 5.4 preceding for rate per minute.

(2) Effective March 1, 2004, these volume commitment rates are no longer available to new subscribers.

(3) Effective September 26, 2008, this service will no longer be offered.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.4 Service Rates (Cont'd.)

3.4.5 Birch Basic Business Line and Trunk (Cont'd.) (2)

Volume Commitment Plans – Rates (Cont'd.)

2. Toll Free Service

1. Rates

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>
No Volume Commitment	\$.089
\$10.00 Volume Commitment (1)	.089
\$10.00 Volume Commitment	.069
\$100.00 Volume Commitment (1)	.069
\$250.00 Volume Commitment (1)	.064
\$500.00 Volume Commitment (1)	.059
\$1,000.00 Volume Commitment (1)	.054

2. Monthly Recurring Charge	Per Account \$5.00
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3. Calling Card

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>
No Volume Commitment	\$.20
\$10.00 Volume Commitment	.20
\$100.00 Volume Commitment	.20
\$250.00 Volume Commitment	.20
\$500.00 Volume Commitment	.20
\$1,000.00 Volume Commitment	.20

Additional charges apply as set out in Section 5.4.3

- (1) Effective March 1, 2004, these volume commitment rates are no longer available to new subscribers.
(2) Effective September 26, 2008, this service will no longer be offered.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.4 Service Rates (Cont'd.)

3.4.5 Birch Basic Business Line and Trunk (Cont'd.)

Birch Price Protection Plan (3)

- A. Birch offers optional discounts for Customers that agree to a term commitment of 12 or 24 months. Customer is eligible for Price Protection Plan ("PPP") term pricing only where Customer has a minimum of three Birch Basic Business Lines and/or Trunks, as defined in Birch's OCC Tariff No. 1, within an account. The 24-month commitment also qualifies Customers for a Local Exchange Service discount as provided in Birch's OCC Tariff No. 1.
- B. Customers subscribing to the PPP must commit to a written term service agreement in a form designated by Birch, which shall include, without limitation, Customer's term selection.
- C. The term will commence on the billing date for the first new line or the first billing date after Customer executes a term service agreement if the service is currently being provided to Customer.
- D. All rules, regulations, fees, charges, taxes and surcharges normally applicable to Birch Basic Business Line and Trunk services shall apply. Any charges in any proposal or quotation are exclusive of taxes and surcharges. Term pricing may not be combined with any other offer.
- E. If monthly term rates as specified in this Section decrease during the term period, Customer may elect to obtain the new rates by executing a new term service agreement with the new rates, with a new term commencement date, and an agreement to the same or greater commitment term period.
- F. For Customers who establish a term service agreement, monthly Birch Basic Business and Trunks rates will not change as a result of a Birch-initiated increase; however, if a Local Exchange Rate Group Reclassification occurs, as set forth in this Tariff, an adjustment for the remaining term of the term service agreement will be made.
- G. If Customer disconnects Services or otherwise terminates its term service agreement prior to the end of the current term for any reason except for a failure by Birch to meet the terms of the Term Customer Service Level Objectives specified below, Customer agrees on the next monthly invoice to pay a termination charge as liquidated damages and not as a penalty, equal to the greater of:
 - 1. \$50.00 per terminated line, or
 - 2. \$10.00 per terminated line multiplied by the number of months remaining in the current term.
- H. Customer may add or terminate new voice lines without termination liability, provided that Customer maintains service to its primary billed telephone number for the remainder of the term commitment and remits payment for any applicable charges, surcharges and fees.

See footnotes on page 34

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.4 Service Rates (Cont'd.)

3.4.5 Birch Price Protection Plan (Cont'd.)

- I. The following Service Level Objectives apply to the PPP only, and are subject to all other provisions of this Tariff, including specifically but without limitation, any and all limitations of liability. Birch will use commercially reasonable efforts to provide Services in accordance with the following Service Level Objectives:
 1. Complete loss of Service caused solely by a Birch network problem will be remedied within 8 business hours from Customer notification to Birch Network Maintenance ("BNM").
 2. Partial loss of Service caused solely by a Birch network problem will be remedied within 12 business hours from notification to BNM.
 3. Noise or static caused solely by a Birch network problem will be remedied within 16 business hours from notification to BNM.
- J. As Customer's sole remedy for any failure to meet any of the above Service Level Objectives, unless such Service Level Objective is caused by an event outside the reasonable control of Birch, any event of force majeure, or any failure resulting from facilities, inside wiring or equipment of Customer or third parties, Customer may terminate its term commitment obligation without incurring termination liability by providing written or oral notice to Birch. If Customer continues to use Birch service following any such notice of termination, Customer may continue to receive term pricing and pricing update notices.
- K. A Service Level Objective failure shall be deemed to commence upon the opening of a trouble ticket with BNM, as requested by Customer, and shall be deemed to terminate upon the clearing of the same trouble ticket. No failure shall be deemed to have occurred unless Customer has provided reasonable assistance in an effort to diagnose the reported problem. Reasonable assistance includes, but is not limited to, requesting the opening of a trouble ticket from BNM promptly, providing Birch access to Customer's premises, if necessary, and assisting Birch with problem identification and resolution.
- L. Customer shall be responsible at all times for the proper installation, operation and maintenance of any Customer-provided equipment used in connection with the Services. In addition, Customer shall ensure that all such equipment is technically and operationally compatible with the Services and in compliance with applicable laws and regulations.

If Customer relocates to another location in a Birch market where the same Services are available, Customer may transfer Services to the new location if the new Services equal or exceed the number of lines at the old location, upon payment of installation charges for the new location, if applicable; however, rates may vary by location, and Customer's rates may increase.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.4 Service Rates (Cont'd.)

3.4.6 Birch Price Protection Plan (Cont'd.)

- M. Services are for Customer's use only and may not be resold, and the term service agreement may not be transferred or assigned, by operation of law or otherwise, without Birch's prior written approval. Any attempted assignment or transfer without Birch's prior written approval shall be void.
- N. In the event a governmental agency determines the term service agreement violates any law, rule or regulation, Birch shall have the option of terminating the term service agreement without further obligation to Customer or revising such agreement to comply with such law, rule or regulation.
- O. Upon expiration of the current term, Customer will have the opportunity to execute a new term service agreement. If Customer does not enter into a new term service agreement, Customer may maintain its current rates on a month-to-month basis; however, Customer will no longer be notified of rate reductions or be eligible for term Customer promotions. Customer agrees to give thirty (30) days notice of termination if Service is provided on a month-to-month basis.
- P. Birch Price Protection Plan Rates – Off-Net Customers
 - 1. Toll Service for calls from Customer's Premises in Oklahoma to any point in Oklahoma:

<u>12-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
No Volume Commitment	\$.059	6 seconds	6 seconds
\$10.00 Volume Commitment	.055	6 seconds	6 seconds
\$50.00 Volume Commitment	.050	6 seconds	6 seconds
\$100.00 Volume Commitment (1)	.049	6 seconds	6 seconds
\$100.00 Volume Commitment	.045	6 seconds	6 seconds
\$250.00 Per Month Commitment (1)	.044	6 seconds	6 seconds
\$250.00 Per Month Commitment	.040	6 seconds	6 seconds
\$500.00 Per Month Commitment	.035	6 seconds	6 seconds
\$1000.00 Per Month Commitment (1)	.039	6 seconds	6 seconds
<u>24-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
No Volume Commitment	\$.059	6 seconds	6 seconds
\$10.00 Volume Commitment	.055	6 seconds	6 seconds
\$50.00 Volume Commitment	.050	6 seconds	6 seconds
\$100.00 Volume Commitment (1)	.049	6 seconds	6 seconds
\$100.00 Volume Commitment	.045	6 seconds	6 seconds
\$250.00 Per Month Commitment (1)	.044	6 seconds	6 seconds
\$250.00 Per Month Commitment	.040	6 seconds	6 seconds
\$500.00 Per Month Commitment	.035	6 seconds	6 seconds
\$1000.00 Per Month Commitment (1)	.039	6 seconds	6 seconds

(1) Effective March 1, 2004, these rates are no longer available to new subscribers.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.4 Service Rates (Cont'd.)

3.4.6 Birch Price Protection Plan (Cont'd.) (3)

Q. Birch Price Protection Plan Rates – Off-Net Customers (Cont'd.)

2. Toll Free Service for calls terminating to Customer's Premises in Oklahoma from any other point in Oklahoma:

1. Rates

<u>12-Month Term Commitment</u>	<u>Per</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>
	<u>Minute</u>		
No Volume Commitment (2)	\$.069	6 seconds	6 seconds
No Volume Commitment	.059	6 seconds	6 seconds
\$10.00 Volume Commitment	.055	6 seconds	6 seconds
\$50.00 Volume Commitment	.050	6 seconds	6 seconds
\$100.00 Volume Commitment (2)	.059	6 seconds	6 seconds
\$100.00 Volume Commitment	.045	6 seconds	6 seconds
\$250 Per Month Commitment (2)	.054	6 seconds	6 seconds
\$250 Per Month Commitment	.045	6 seconds	6 seconds
\$500 Per Month Commitment	.045	6 seconds	6 seconds
\$1000 Per Month Commitment (2)	.044	6 seconds	6 seconds

<u>24-Month Term Commitment</u>	<u>Per</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>
	<u>Minute</u>		
No Volume Commitment (2)	\$.069	6 seconds	6 seconds
No Volume Commitment	.059	6 seconds	6 seconds
\$10.00 Volume Commitment	.055	6 seconds	6 seconds
\$50.00 Volume Commitment	.050	6 seconds	6 seconds
\$100.00 Volume Commitment (2)	.059	6 seconds	6 seconds
\$100.00 Volume Commitment	.045	6 seconds	6 seconds
\$250.00 Per Month Commitment (2)	.054	6 seconds	6 seconds
\$250.00 Per Month Commitment	.045	6 seconds	6 seconds
\$500.00 Per Month Commitment	.045	6 seconds	6 seconds
\$1000.00 Per Month Commitment (2)	.044	6 seconds	6 seconds

2. Monthly Recurring Charge (1) Per Account
\$5.00

- (1) Monthly Recurring Charge is only applies to all customers, subscribing to Birch PPP, who sign up for Toll Free Service after March 1, 2004.
- (2) Effective March 1, 2004, these rates are not available to new subscribers.
- (3) Effective September 26, 2008 this service will no longer be offered.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.4 Service Rates (Cont'd.)

3.4.7 Birch On-Net Service (2)

1. Toll Service for calls terminating to Customer's Premises in Oklahoma from any other point in Oklahoma:

1. Rates

<u>12-Month Term Commitment</u>	<u>Per</u> <u>Minute</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>
No Volume Commitment	.049	6 seconds	6 seconds
\$50.00 Volume Commitment	.045	6 seconds	6 seconds
\$100.00 Volume Commitment	.040	6 seconds	6 seconds
\$250.00 Volume Commitment	.037	6 seconds	6 seconds
\$500.00 Volume Commitment	.035	6 seconds	6 seconds

<u>24-Month Term Commitment</u>	<u>Per</u> <u>Minute</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>
No Volume Commitment	.049	6 seconds	6 seconds
\$50.00 Volume Commitment	.045	6 seconds	6 seconds
\$100.00 Volume Commitment	.040	6 seconds	6 seconds
\$250.00 Volume Commitment	.037	6 seconds	6 seconds
\$500.00 Volume Commitment	.035	6 seconds	6 seconds

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.4 Service Rates (Cont'd.)

3.4.7 Birch On-Net Service (Cont'd.) (2)

2. Toll Free Service for calls terminating to Customer's Premises in Oklahoma from any other point in Oklahoma:

1. Rates

	<u>Per</u>		<u>Billing</u>
	<u>Minute</u>	<u>Minimum</u>	<u>Increment</u>
<u>12-Month Term Commitment</u>			
No Volume Commitment	.049	6 seconds	6 seconds
\$50.00 Volume Commitment	.045	6 seconds	6 seconds
\$100.00 Volume Commitment	.045	6 seconds	6 seconds
\$250 Per Month Commitment	.045	6 seconds	6 seconds
\$500 Per Month Commitment	.045	6 seconds	6 seconds

	<u>Per</u>		<u>Billing</u>
	<u>Minute</u>	<u>Minimum</u>	<u>Increment</u>
<u>24-Month Term Commitment</u>			
No Volume Commitment	.049	6 seconds	6 seconds
\$50.00 Volume Commitment	.045	6 seconds	6 seconds
\$100.00 Volume Commitment	.045	6 seconds	6 seconds
\$250.00 Per Month Commitment	.045	6 seconds	6 seconds
\$500.00 Per Month Commitment	.045	6 seconds	6 seconds

2. Monthly Recurring Charge (1) Per Account
\$5.00

- (1) Monthly Recurring Charge is only applies to all customers, subscribing to Birch PPP, who sign up for Toll Free Service after March 1, 2004.
 (2) Effective September 26, 2008, this service will no longer be offered.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.4 Service Rates (Cont'd.)

3.4.8 Birch Business Long Distance Only (2)

This service applies to Business customers that do not subscribe to the Birch Basic Business Line and Trunk local exchange service.

A. Toll Service

For calls originating from Customer's premises in Oklahoma and terminating at any other point in Oklahoma:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
\$100 Per Month Commitment	\$0.069	6 seconds	6 seconds
\$500 Per Month Commitment	\$0.065	6 seconds	6 seconds
Monthly Recurring Charge (long distance customers only)			\$4.95

B. Toll Free Service

1. Rates

For calls terminating to Customer's Premises in Oklahoma from any other point in Oklahoma:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
\$100 Per Month Commitment	\$0.089	6 seconds	6 seconds
\$500 Per Month Commitment	\$0.089	6 seconds	6 seconds

2. Monthly Recurring Charge (1)	Per Account \$5.00
---------------------------------	-----------------------

(1) Monthly Recurring Charge is only applies to all customers, subscribing to Birch PPP, who sign up for Toll Free Service after March 1, 2004.

(2) Effective September 26, 2008, this service will no longer be offered.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.5 Miscellaneous Services

3.5.1 Default Rate

Default (also known as Casual) Rate: A per-minute rate, with a three-minute minimum, is applicable to interLATA or intraLATA intrastate calls placed by callers who access Birch Telecom service by dialing Birch's 1010XXXX numbers or are no longer a Birch Telecom local customers but did not change their long distance carrier. This rate is applicable to residential and business lines for which Birch Telecom is not the presubscribed interexchange carrier.

This charge does not apply to any former residential or business customers who qualify for Birch Long Distance Only Plans.

Rate: \$0.099

3.5.2 International Block

International Block will allow both IntraLATA and InterLATA calls to complete for any number on the North American Dialing Plan (NADP) but block any international call attempted. The NADP include all of the mainland U.S, off shore U.S, Canada, and all 809 NPA's. This feature will be provided on a demand basis and is available to business and residential customers.

A. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for the services with which this feature is associated.

	<u>Monthly Rates</u>	<u>Non-Recurring Charge</u>
International Block	\$0.00	\$0.00

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.5 Miscellaneous Services (Cont'd.)

3.5.3 Non-Recurring Charges

Non-recurring charges apply to all Birch products.

Toll Service Products - Business and Residence

Add validated account codes, per account, per request	\$10.00
Replace all/change all digit length account codes, per account	50.00

Toll Free Service Products - Business and Residence

Add toll free number to account, per number	\$10.00
Move toll free number from one account to another, per number	5.00
Change number, restriction, terminating number, per number	5.00

3.5.4 Directory Assistance

A. Local – See Oklahoma P.S.C. Tariff No. 1, Section 4.5.2 for charges.

B. Long Distance

Callers access Long Distance DA by dialing 1+ NPA+555-1212
or 0+NPA+555-1212.

	<u>Per Request</u>
- Sent-Paid	\$2.99
- Bill to Third Number	\$2.99
- Special Billing	\$2.99

C. National

Callers access NDA by dialing 1+411 or 0+411

	<u>Per Request</u>
- Sent-Paid	\$2.99
- Bill to Third Number	\$2.99
- Special Billing	\$2.99

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.5 Miscellaneous Services (Cont'd.)

3.5.4 Location-to-Location Long Distance Calling Plan

Location-to-Location Long Distance Calling Plan is an offering available to new multi-location Birch Basic Business Line or BirchLink T service Customers who sign a term agreement for no greater than five lines. The Customer subscribing to this Plan will receive a discounted dial "1" long distance rate for up to five lines at only those Customer locations in which Customer has selected the Company as its presubscribed interexchange carrier. Eligible locations under Customer's account must be within a parent/child billing relationship. The Location-to-Location rates are only applicable for calls originating from one Birch local service line at a Customer location and terminating to another Birch local service line at any other of Customer's locations under the same account. All other calls, such as Toll-Free Service calls, etc., will be charged the applicable tariffed rate associated with the Customer's separately selected long distance calling plan.

A. Toll Service

For calls originating from one local Birch service line at Customer's premises and terminating at a separate local Birch service line at any other of Customer's premises under the same Customer account:

Rate	<u>Per Minute</u> \$0.02
Monthly Recurring Charge	<u>Per Line</u> \$29.00

B. Toll-Free Service

See Customer's selected Birch Long Distance Plan.

C. Calling Card Service

See Customer's selected Birch Long Distance Plan.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.6 Promotions

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the company's services. In connection with those promotional offerings or trials the company may offer special rate incentives and waive in full or in part Installation/Move Charges and service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or location determined by the Company.

The Company shall notify the Director of the Public Utility Division (PUD) by letter specifying the service(s) offered, terms and conditions of the promotion, location and dates of each promotional period which notice shall be provided in accordance with applicable Commission rules.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.7 Primus Telecommunications Services and Rates

All Services listed in this section are grandfathered to existing Customers at their existing locations. If the Customer of record changes, or if the Service is moved or disconnected the Service will no longer be available and Customer must subscribe to an alternate Service.

3.7.1 Description of Services

Carrier provides interexchange and, where allowed, intraLATA toll telecommunications services, including switched and dedicated access long distance communications service. Calls are rated based on the duration of the call. 1+ interLATA is done through presubscription, while intraLATA is done through 1OXXX or other access codes.

3.7.2 Calculation of Usage Rates

Billing for calls placed over Carrier's network is based in part on the duration of the call. Billing is in six second, eighteen second or minute increments, with a minimum call length of not less than six seconds. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch. A call is terminated when either party (called or calling) hangs up. Upon request of the subscriber, credit will be provided for uncompleted call/wrong numbers. Any fractional portion of a call is rounded up to the next highest billing increment. Fractions of a cent are rounded up to the next whole cent.

3.7.3 Message Telecommunications Services

Message Telecommunications Services consist of the furnishing of message telephone service between telephone stations located within the state.

Per Minute: \$0.20

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.7 Primus Telecommunications Services and Rates (Cont'd.)

3.7.4 Primus Prime Link

Primus Prime Link is a basic long distance offering of dial 1+, toll free, and calling card services to residential customers. Billing is in initial (30) thirty second and additional (6) six second increments with a minimum calling duration of thirty (30) seconds.

Intrastate Rate: \$0.17

3.7.5 Primus Business Link

Primus Business Link is a basic long distance offering to dial 1+, toll free, and calling card services to non-residential customers. The rates vary based on time of day- day, night, and weekend rates. Billing is in initial (30) thirty second and additional (6) six second increments with a minimum calling duration of thirty (30) seconds.

Intrastate Rate: \$0.17

3.7.6 Primus Advantage

Primus Advantage is a long distance offering of dial 1+ (MTS), toll free (800), and calling card services to residential customers. Billing is in initial thirty (30) second and additional six (6) second increments with a minimum call duration of thirty (30) seconds.

Intrastate Per Minute Rate: \$0.17
Monthly Recurring Charge: \$3.00

3.7.7 Postpaid Travel Card Service

Postpaid travel card service is available to Customers of Carrier's long distance services. Customers will reach Carrier's network via a toll free number. A customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

Per Minute: \$0.25

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.7 Primus Telecommunications Services and Rates (Cont'd.)

3.7.8 Primus Prepaid Card Service

Primus Prepaid Card Service provides an outbound voice grade communications service for calls charged to the Primus Prepaid Calling Card. Primus Prepaid Calling Card is accessed using a toll free number printed on the card (as well as terms and conditions, features and functions). Calls must be charged against a Primus Prepaid Calling Card that has a sufficient balance.

Primus pricing and charges are based on a rate per minute charge and a per call surcharge. This rate per minute is exclusive of taxes. Cards are billed in full minute increments. Primus Prepaid Service is available twenty-four hours a day, seven days a week. PPCCs are not rechargeable.

Rate per minute:	\$0.25
Surcharge per call:	\$0.35

3.7.9 Darrel Green Youth Life Foundation (DGYLF) Prepaid Calling Card

The DGYLF Prepaid Calling Card is a promotional card to be used by Primus and the I DGYLF for fund-raising and promotional give-aways. The DGYLF Prepaid Calling Card's pricing and charges are based on a rate per minute option. This rate per minute is exclusive of taxes. Additionally, cards are billed in full minute increments. Service is available twenty-four (24) hours a day, seven days a week. These cards are not re-chargeable.

Rate per minute:	\$0.30
Surcharge per call:	\$0.35

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (CONT'D.)

3.7 Primus Telecommunications Services and Rates (Cont'd.)

3.7.10 Globe-Talk Prepaid Calling Card

Globe-Talk Prepaid Calling Card Service provides an outbound voice grade communications service for calls charged to the Globe-Talk Prepaid Calling Card. The Globe-Talk Prepaid Calling Card is accessed using a toll free number. Calls must be charged against a Globe-Talk Prepaid Calling Card that has a sufficient balance to originate a call.

Pricing and charges are based on a rate per call charge and a per call surcharge. This rate per minute is exclusive of taxes. Additionally, cards are billed in one minute increments. Primus Prepaid Service is available twenty-four (24) hours a day, seven days a week. These cards are not re-chargeable.

	Volume	Rate
Intrastate Rate		
per minute	\$5.00	\$0.64
	\$25.00	\$0.25

3.7.11 Long Distance Directory Assistance

Long Distance directory assistance is available at \$0.60 per call.