

Cause No. PUD 200800080  
Order No. 563323

Oklahoma Tariff No. 1  
Original Page No. 1

Neutral Tandem-Oklahoma, LLC

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*TITLE SHEET*

*OKLAHOMA*

*TELECOMMUNICATIONS TARIFF*

*OF*

*Neutral Tandem-Oklahoma, LLC  
One South Wacker Drive, Suite 200  
Chicago, IL 60606  
(312) 384-8000  
(888) 682-6336*

*REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO INTERLATA AND INTRALATA COMMUNICATIONS SERVICES  
WITHIN THE STATE OF OKLAHOMA*

Pursuant to OAC 165:55 – TELECOMMUNICATIONS SERVICES RULES

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Issued: March 12, 2008

Effective: December 12, 2008

Surendra Saboo, COO  
Neutral Tandem-Oklahoma, LLC  
One South Wacker Drive, Suite 200  
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Authorized Agent Initials



Neutral Tandem-Oklahoma, LLC

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**TABLE OF CONTENTS**


	<u>Page</u>
Title Sheet .....	1
Table of Contents .....	2
Check Sheet .....	3
Tariff Format .....	4
Explanation of Symbols .....	5
Application of Tariff .....	6
Accessibility of Tariff .....	6
Section 1 - Terms and Abbreviations .....	7
Section 2 - Rules and Regulations .....	18
Section 3 - Description of Services .....	42
Section 4 - Rates and Charges .....	79
Section 5 – Company Specific Information .....	85

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Issued: March 12, 2008

Effective: December 12, 2008

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**CHECK SHEET**

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.


PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	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		

\*\*\*Future revisions to these original tariff pages shall include an updated check sheet. Such check sheet shall include an asterisk (\*) beside applicable page numbers.

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The Check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*).

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**EXPLANATION OF SYMBOLS**

The following symbols will be used throughout this tariff for the purpose indicated and shall appear in the right margin of the sheet:

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

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

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Cause No. PUD 200800080  
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Oklahoma Tariff No. 1  
Original Page No. 6

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**APPLICABILITY OF TARIFF**

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

**ACCESSIBILITY OF TARIFF**

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

Neutral Tandem-Oklahoma, LLC  
One South Wacker Drive, Suite 200  
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These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at (888-682-6336).

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**SECTION 1 - TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this tariff are defined below.

Access: A connection between a Customer Premises and a Point of Presence of an Interexchange Carrier for the transmission of voice data or video/image information.

Access Service: Any tariffed wholesale service provided by one LEC to another LEC, CLEC, interexchange carrier certificated by the Commission or an end-user that allows for access to the local exchange telecommunications network, excluding local interconnection arrangements.

Act - means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 State. 56 (1996) codified throughout 47 U.S.C., and as interpreted by Applicable Law

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the Service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service.

Alternate Access Tandem - an access tandem owned by a party other than the Telephone Company.

Alternate Transit Tandem – a transit tandem owned by a party other than the Telephone Company

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

Answer/Disconnect Supervision - the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Automatic Number Identification (ANI) - a multi-frequency signaling Common Switching Optional Feature that provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for call originating in the LATA, to identify the calling station.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

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

Bit: The smallest unit of information in the binary system of notation.

Business Day - the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy and location.

Call - an end user attempt for which the complete address code (e.g 10 digits) is provided to the serving dial tone office.

Call Classification - Call Classification is the classification of traffic as Access Service or as Transit Service.

Calling Party Number (CPN) - means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

Carrier or Common Carrier - any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in communication by wire or radio.

Carrier Identification Code - a numeric code currently used for routing traffic and billing purposes.

Central Office - a local switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Code - the first three digits (NXX) of the seven-digit telephone number assigned to an end user's Telephone Exchange Service.

Channel(s) - an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.


Channelize - the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

Commission – the Oklahoma Corporation Commission

Common Channel Signaling Network - a digital data network carrying signaling, routing, and control information which interfaces with the voice/data network.

Communications System - channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Company: Neutral Tandem-Oklahoma, LLC, the issuer of this tariff, and all concurring carriers.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Decibel - a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Dedicated Transport – Direct-trunked transport provided between the customer's facility and a Telephone Company facility, hub, or tandem.

Demarcation Point - the physical location at which responsibility for operating and maintaining facilities passes from one person to another. Under Commission Order No. 325917, “the normal demarcation point for regulated services offered by local exchange telephone companies in buildings commenced after June 30, 1992 (hereinafter referred to as ‘new buildings’) will be at or near the Point of Minimum Penetration,” which is the location where the telephone companies’ regulated facilities enter the building. The demarcation point “for residential service in residential apartment buildings or residential high-rise apartment buildings may be placed at each individual living unit, notwithstanding any other provision of this Stipulation, or at a central location within each building if adequate security is available.” Local exchange companies “will normally terminate their regulated services in new buildings by placing an FCC approved network interface (“NI”) at the demarcation point.”

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

Duplex Service: Service that provides for simultaneous transmission in both directions.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

End Office Switch - a local switching system where customer station loops are terminated for purposes of interconnection to trunks.

End User – the customer to whom a telephone number is assigned.

Entrance Facility - A Transport facility that provides dedicated transport from the customer's point of termination to the Telephone Company's facility.

Entry Switch - See First Point of Switching.

Exchange - a geographic area established by an incumbent LEC as filed with and/or approved by the Commission for the administration of local telecommunications service in a specified area that usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing telecommunications service in that area.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of a multiple internal reflections to a receiver, which translates the message.

First-Come, First-Served - a procedure followed when the first service order received will be the first service order processed.

First Point of Switching - the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer premises to the terminating switch.

Grandfathered - Services ordered under the provisions of this tariff and which are considered grandfathered and no longer available to new customers.

Host Office - an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

Immediately Available Funds - a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and Certificates of Deposit.

Individual Case Basis ("ICB"): a condition, pursuant to the provisions of this tariff, in which the rates and charges for an offering are developed based on the circumstances of each Customer.

Interconnected Carrier (IC) or Interconnected Common Carrier - any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio connected to the Telephone Company.

Interstate Communications - both interstate and foreign communications.

Interexchange Carrier (IXC) - Toll Service provider.

Intrastate Communications - any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved. Intrastate communication can be intraLATA or InterLATA in nature, with intraLATA calls being between two parties located within the same LATA and intrastate, interLATA calls being between two users in different LATAs in the state.

Line Information Data Base (LIDB) - a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that stored in LIDB and in its Line Records are: ABS validation data, originating line number screening (OLNS) data, ZIP Code data, and calling name information.

Line Record - means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or billing number.

Line-Side Connection - a connection of a transmission path to the line side of a local exchange switching system.

Local Access: Local Access means the connection between a Customer premises and a Company Point of Presence.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

Local Access and Transport Area (LATA) - a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. In Illinois, Metropolitan Statistical Area (MSA) is the term used to define a LATA.

Local Calling Area - a geographical area, as defined in the incumbent telephone company's local exchange service tariff, in which an end user may complete a call without incurring Toll charges.

Local Exchange Routing Guide (LERG) - is the industry reporting tool used to provision the appropriate NPA NXXs in networks.

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.

Local Operator Services means the automatic or live assistance provided to a customer, which enables the customer to arrange for billing or completion of a local call. Local operator services may include, but are not limited to, line status verification, busy line verification, emergency interrupt, and calls to emergency numbers (e.g., 911).

Major Fraction Thereof - is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of one hour, a major fraction of one hour would be 31 minutes. Therefore, if a given service is interrupted for one hour and 31 minutes, the customer would be given a credit for two hours. For one hour and 30 minutes or less, the customer would be given credit for one hour.

Mbps: Megabits, denotes millions of bits per second.


Meet-Point Billing (MPB) - refers to the billing associated with interconnection of facilities between two or more local carriers for the routing of traffic to and from an interexchange carrier with which one of the local carriers does not have a direct connection. In a multi-bill environment, each local carrier bills the appropriate tariffed rate for its portion of a jointly provided Access Service

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**SECTION 1 - TERMS AND ABBREVIATIONS**

Message - a "Call" as defined preceding.

Minutes of Use (MOUs) – Minutes of use.

Mixed Access and Transit Service – Both Transit and Access Services provided over a single facility.

Mobile Switching Center (MSC) - is the location of the switch in a cellular telephone network used by a Commercial Mobile Radio Services (CMRS) provider in performing, inter alia, terminating and originating functions for calls to and from a CMRS provider's end user.

Network: The Company's digital fiber optics-based network located in the State of Oklahoma.

Network Control Signaling - the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Network Interface - the normal demarcation point separating the telecommunications service provider's regulated facilities and equipment from the unregulated facilities, equipment, or systems provided by the End User. The provision of the Network Interface is the responsibility of the telecommunications service provider.

Network Services: The Company's telecommunications access services offered on the Company's Network.

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Non-Authorized Traffic - traffic that is not defined as Transit and Access traffic, including 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and O+ operator services.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

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

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

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

North American Numbering Plan (NANP) - a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Not-regulated service means the offering of service(s) where the rates and/or terms and conditions for such service(s) are not-regulated by the Commission. These would include any 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.

Off-hook - the active condition of Switched Access or a Transit Service line.

Off-Net – A Transit or Access call that is not an On-Net call.

On-hook - the idle condition of Switched Access or a Transit Service line.

On-Net – A Transit or Access call that can be terminated to an Interconnected Common Carrier and therefore not routed to an Alternate Access or Transit Tandem.

Operating Company Number (OCN) – a four place alphanumeric code (NNXX), assigned by NECA, that identifies providers of telecommunications services. A separate code is required for each state in which a company provides facility based telecommunication services.

Originating Carrier – The carrier originating a call from an End User.

Originating Direction - the origination of calls from an End User premises.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

Originating Point Code - a field within a signaling message that identifies the originating network signaling node.

Percentage of Intrastate IntraLATA Use (PIIU) – Intrastate intraLATA versus intrastate interLATA jurisdictional use of a service as reported by the customer. This percentage is stated as a whole number percentage which is the customer's best estimate of the percentage of the total use of the intrastate service that will be intrastate intraLATA in nature.

Percentage for Interstate Use (PIU) - Interstate jurisdictional use of a service as reported by the customer. This percentage is stated as a whole number percentage which is the customer's best estimate of the percentage of the total use of the service that will be interstate in nature.

Point of Termination - the point of demarcation within a customer-designated premises or point of interconnection at which the Telephone Company's responsibility for the provision of service ends.

Point to Point Service: Point to Point Service is an unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

Port - an interface on the PAD or packet switch that provides an entry point into the PSN.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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

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

Route Miles - are the total of cable sheath feet shown in the Telephone Company's location records from the demarcation point at the customer's premises to the serving wire center. This total footage is divided by 5,280 feet and then shown out two decimal places and rounded to the next higher quarter route mile. This is for per quarter route mile billing.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

Services: The Company's telecommunications access service offered on the Company's network.

Service Code - an SS7 parameter that allows individual calls to be identified and routed based on specific service characteristics.

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

Service Interface - is that point of termination where all tariffed technical/physical parameters are defined. The Service Interface is located at the Network Interface or may be extended at the customer's request.

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

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

Signaling System Seven (SS7) - the layered protocol used for standardized Common Channel Signaling in the United States.

Special Order - an order for a non-tariffed service or an order for special terms for tariffed service.

Tandem - a Telephone Company switching system that provides a concentration and distribution function for Access Service and Transit Service traffic between Interconnected Common Carriers.

Tandem Service - Access and Transit Service.

Tandem Switch - a local Telephone Company switching unit by which local transit or access telephonic communications are switched to and from Interconnected Common Carriers' switches.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

Tandem-Switched Transport - Switched Transport provided between the customer's switch and the tandem or between the tandem and switches connected to the tandem. Tandem-Switched Transport is switched at a tandem switch. Tandem-Switched Transport consists of both circuits and portions of circuits dedicated to the use of a customer between their switch and the tandem and circuits used in common by many customers.

Tandem-Switched Transport Facility - A transport facility used for Tandem-Switched Transport.

Telephone Company - Neutral Tandem-Oklahoma, LLC.

Toll Service or Long Distance - is as defined in the Act.

Terminating Carrier - The carrier terminating a call to an End User.

Terminating Direction - the completion of calls to an End User premises.

Transit Service - Transit Service means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic (not delivered via IXC), CMRS IntraMTA Traffic and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service. A Transit rate element applies to all MOUs transitted over the Telephone Company network. The originating Interconnected Carrier is responsible for payment of the appropriate rates unless otherwise specified. Transit Service does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and O+ operator services.

Trunk - a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection - the connection of a transmission path to the trunk side of a local exchange switching system.


V and H Coordinates Method - a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

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**SECTION 2 - RULES AND REGULATIONS**

**INDEX**


2.1	Undertaking of the Company.....	19
2.2	Limitations.....	20
2.3	Transfer of Assignment.....	21
2.4	Use of Service.....	22
2.5	Liabilities of the Company.....	23
2.6	Deposits and Interest.....	24
2.7	Billing and Billing Disputes.....	28
2.8	(Reserved for future use).....	30
2.9	Taxes.....	31
2.10	Equipment.....	31
2.11	Installation and Termination.....	31
2.12	Payment for Service.....	32
2.13	Returned Check Charge.....	32
2.14	Cancellation of Service by Customer.....	32
2.15	Reserved for Future Use.....	32
2.16	Denial or Termination of Service.....	33
2.17	Disconnection and Notice.....	36
2.18	Refunds or Credits for Interruption of Service.....	39
2.19	Inspection, Testing and Adjustment.....	39
2.20	Customer Service.....	39
2.21	Promotions.....	40
2.22	Customer Specific Contracts.....	41

---

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**SECTION 2 - RULES AND REGULATIONS**

2.1 UNDERTAKING OF COMPANY

- 2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of Oklahoma under terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein under the accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4 The Company will comply with the provisions of 165:55-13-10.
- 2.1.5 The Company will match the WACP of its underlying providers in compliance with 165:55-13-10.1.
- 2.1.6 The Company will provide its customers with and include pages in its tariffs for the Lifeline and Link Up programs in compliance with 165:55-13-14.
- 2.1.7 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. OAC 165:55-19-1.7

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 2 - RULES AND REGULATIONS**

2.2 LIMITATIONS

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Oklahoma.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 2 - RULES AND REGULATIONS**

2.3 TRANSFER OR ASSIGNMENT

2.3.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and,
- (B) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service. Consent to such transfer or assignment will not be unreasonably withheld; and,
- (C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.

2.3.2 (Reserved for future use)

2.3.3 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.3.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 2 - RULES AND REGULATIONS**

2.4 USE OF SERVICE

- 2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).
- 2.4.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonably interfere with use by others, is prohibited.
- 2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.
- 2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Oklahoma.
- 2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.
- 2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.
- 2.4.7 The Company's service(s) may be denied for nonpayment of charges or for other violations of this tariff.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 2 - RULES AND REGULATIONS**

2.5 LIABILITIES OF THE COMPANY

- 2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.5.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by an underlying carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the company's direct control.
- 2.5.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted.
- 2.5.4 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- 2.5.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) that is not the direct result of the Company's negligence.

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Issued: March 12, 2008

Effective: December 12, 2008

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Order No. 563323

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**SECTION 2 - RULES AND REGULATIONS**

2.6 (RESERVED FOR FUTURE USE)

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Issued: March 12, 2008

Effective: December 12, 2008

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A handwritten signature in black ink, appearing to be the initials 'SS', is written over the 'Authorized Agent Initials' text.

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Oklahoma Tariff No. 1  
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**SECTION 2 - RULES AND REGULATIONS**

2.6 (RESERVED FOR FUTURE USE, continued)

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Issued: March 12, 2008

Effective: December 12, 2008

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Original Page No. 26

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**SECTION 2 - RULES AND REGULATIONS**

2.6 (RESERVED FOR FUTURE USE, continued)

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Issued: March 12, 2008

Effective: December 12, 2008

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Oklahoma Tariff No. 1  
Original Page No. 27

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**SECTION 2 - RULES AND REGULATIONS**

2.6 (RESERVED FOR FUTURE USE, continued)

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 2 - RULES AND REGULATIONS**

2.7 BILLING AND BILLING DISPUTES

- 2.7.1 Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via the United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet. Whatever the method of delivery, bills shall comply with OAC 165:55-9-2.
- 2.7.2 The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3 Unless otherwise authorized by the Commission, bills shall be payable immediately upon receipt and past due fifteen (15) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill. OAC 165:55-9-3
- 2.7.4 If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount for regulated services. OAC 165:55-9-3

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 2 - RULES AND REGULATIONS**

- 2.7.5 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (877) 264-5375. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information:

Oklahoma Corporation Commission  
Consumer Services Division  
P.O. Box 52000-2000  
Oklahoma City, Oklahoma 73152-2000  
(405) 521-2331 (800) 522-8154  
8:00 a.m. to 4:30 p.m. Monday through Friday

OAC 165:55-9-5

- 2.7.6 The Company must provide notice to affected end-users of any increased rate of a noncompetitive service at least twenty (20) days prior to implementation of said increase. Customer Notice of a rate increase shall comply with OAC 165:55-5-11.  
NOTE: OAC 165:55-5-11(d)
- 2.7.7 The Company shall provide notice to affected residential customers of any increased rate for a service determined to be competitive, prior to or concurrent with the effective rate increase. Customer Notice of a rate increase shall comply with OAC 165:55-5-11.  
NOTE: OAC 165:55-5-11(e)

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Issued: March 12, 2008

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Order No. 563323

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Original Page No. 30

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**SECTION 2 - RULES AND REGULATIONS**

2.8 (RESERVED FOR FUTURE USE)

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 2 - RULES AND REGULATIONS**

2.9 TAXES

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.

2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s). OAC 165:55-9-2

2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).

2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

2.10 EQUIPMENT

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

2.11 INSTALLATION AND TERMINATION

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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**SECTION 2 - RULES AND REGULATIONS**

2.12 PAYMENT FOR SERVICE

2.12.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations. OAC 165:55-9-2.1

2.12.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.13 RETURNED CHECK CHARGE

If a check offered by a Customer for payment of service provided is dishonored; a returned check charge shall be applied in the amount of \$25.00.

2.14 CANCELLATION OF SERVICE BY CUSTOMER

A Customer may cancel service by providing written or verbal notice to the Company.

2.15 (RESERVED FOR FUTURE USE)

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**SECTION 2 - RULES AND REGULATIONS**

2.16 DENIAL OR TERMINATION OF SERVICE

2.16.1 Service may be denied or terminated (i.e., suspended or disconnected) for any of the following reasons:

OAC 165:55-11-2

- (A) Nonpayment of a bill for regulated telecommunications services within the period prescribed in the Company's tariff, including without limitation, as follows consistent with OAC 165:55-11-3:
- (1) Nonpayment of a bill for prior telephone service rendered by a telecommunications service provider in the same or different location, and furnished to the same person or legal entity.
  - (2) Where service is obtained or applied for in the name of another person or legal entity, or a fictitious name or other member of the same household, for the purpose of avoiding payment of an unpaid obligation for telephone service previously furnished.
- (B) (Reserved for future use)
- (C) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
- (D) Use of telecommunications services in such manner as to interfere with reasonable service to other Customers.
- (E) Refusal to permit the Company reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
- (F) Interconnection of a device, line, or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the Commission
- (G) Use of telephone service in such manner as to interfere with reasonable service to other end-users

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**SECTION 2 - RULES AND REGULATIONS**

- 2.16.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.
- 2.16.3 The following are insufficient reasons for denial or termination: OAC 165:55-11-4
- (A) Nonpayment for telephone service by a previous occupant at the premises for which service is sought, or nonpayment of any amount back-billed due to misapplication of rates (provided the applicant enters into a deferred payment plan). The Company shall not terminate service without mailing or delivering a bill for the amount due in accordance with OAC 165:55-9-4.
  - (B) Residential service cannot be terminated for failure to pay a bill for a business service.
  - (C) Business service cannot be terminated for failure to pay a bill for a residential service.
  - (D) Service may not be denied to an end-user whose name was fraudulently used to obtain service at another location without the end-user's permission or knowledge.
  - (E) Nonpayment of an amount past due for more than three (3) years, if the Company cannot substantiate the charges with a copy of the end-user's bill.
  - (F) Acceptance by a current end-user in good standing of an additional household member owing a previous bill to the Company, unless that additional household member (i) is listed on the lease arrangements or another utility service as a responsible party, or (ii) shared service with the end-user at a different or same location.
  - (G) Local exchange service shall not be denied or terminated for nonpayment of not regulated services or disputed charges in accordance with OAC 165:55-9-5, OAC 165:55-11-6, or OAC 165:55-19-3.
- 2.16.4 The Company may require each end-user whose service has been suspended for nonpayment of bills, to pay all amounts due the Company for regulated services or execute a deferred payment agreement, if offered, in accordance with OAC 165:55-11-3(d), before service is restored.

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**SECTION 2 - RULES AND REGULATIONS**

2.16.5 The following apply in the event of service disputes: OAC 165:55-11-6

- (A) In case of controversy arising out of the Company's refusal to extend service or out of its efforts to disconnect existing service, either party or the Commission staff may make application to the Commission for relief pursuant to OAC 165:55-1-7, OAC 165:55-1-10. If there is an unresolved dispute pending with the Commission concerning a bill and the end-user pays the undisputed portion of that bill, disconnection procedures shall be held in abeyance until the dispute is resolved.
- (B) If service is denied or terminated pursuant to OAC 165:55:11, the Company shall advise the end-user of end-user's right to contact the Commission's Consumer Services Division and shall provide the end-user with the Consumer Service Division's address and the telephone number.
- (C) The Company or the end-user may seek assistance from the Commission to review records of the Company and the end-user concerning the end-user's complaint.
- (D) After the Commission has notified the Company of a complaint or inquiry from the end-user regarding the end-user's account, the Company shall coordinate communication with the Commission Staff regarding the complaint. The Commission Staff shall be the intermediary between the Company and the end-user until the resolution of the problem has been completed.

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Issued: March 12, 2008

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**SECTION 2 - RULES AND REGULATIONS**

2.17 DISCONNECTION AND NOTICE

2.17.1 When service to an end-user is disconnected for nonpayment of a bill for service after service has been suspended, the Company shall give at least ten (10) days written notice (from the date of mailing written notice) to the end-user of the Company's intent to disconnect service. Notice shall be mailed by the Company to the end-user's address. Notice will be deemed given to the end-user three (3) days after mailing by the Company. OAC 165:55-11-10

2.17.2 Notices of Disconnection or Notices of Suspension shall contain the following information: OAC 165:55-11-12

- (A) The words "NOTICE OF DISCONNECTION" or "NOTICE OF SUSPENSION" or words with the same meaning, in print type larger than the print type of the notice text.
- (B) Name, address, and telephone number of customer.
- (C) Statement of reason for proposed disconnection or suspension of service.
- (D) The date on or after which service will be disconnected or suspended unless appropriate action is taken.
- (E) The telephone number in bold print of the Company where the customer may make an inquiry.
- (F) Charges and procedures for reconnection or approved charges and procedures to avoid suspension.
- (G) The address and telephone number of the Commission's Consumer Services Division in print size, which is smaller than the print size, used for the Company's telephone number.


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Issued: March 12, 2008

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**SECTION 2 - RULES AND REGULATIONS**

- (H) A statement that the end-user must contact the Company regarding the disconnection or suspension, prior to contacting the Commission's Consumer Services Division.
- (I) Notice of suspension of service relating to past-due amounts shall inform the end-user that the total amount due may include charges for non-deniable and/or not regulated services, which would not cause interruption of local service. The notice must indicate a toll-free telephone number of a service center where questions can be referred and payment arrangements made.
- (J) The services being disconnected or suspended, whether local and/or toll, and if the service to be disconnected or suspended is local service, a statement that the end-user must also contact their IXC if such end-user wishes to terminate such service in order to avoid incurring additional charges for such service.

2.17.3 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services (including without limitation, tampering with the Company's equipment, or misuse or abuse thereof in order to avoid payment of lawful charges), which if allowed to continue, would present a high risk of financial loss to the Company, or create a danger to life or property of the Company or other end users.

2.17.4 The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the end-user to the location in the directory where the information can be obtained: OAC 165:55-11-12

- a. A statement of how an end-user may avoid the disconnection of service or suspension of service, including a statement that the end-user must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.
- b. A statement that informs the end-user where payments may be made or how to obtain a listing of authorized payment agencies.
- c. Notice of disconnection and/or notice of suspension shall be received via the United States mail, unless the end-user agrees with the Company to receive a bill through different means.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 2 - RULES AND REGULATIONS**

- 2.17.5 Unless a dangerous condition exists or the end-user requests disconnection, the Company may suspend or disconnect service only on the date specified in the notice or within thirty (30) days thereafter, during regular business hours, so long as the suspension or disconnection does not occur within the last two (2) hours of the business day, nor shall service be disconnected on a holiday, nor after noon (12:00 p.m.) on Fridays until Monday morning. OAC 165:55-11-10
- 2.17.6 Regardless of the reason for suspension of service, if the end-user is served by a central office capable of providing emergency service following suspension, the telecommunications service provider shall also provide access to 911 or E911 service, where available, for a period of at least 30 days. OAC 165:55-11-12.1
- 2.17.7 Reconnection OAC 165:55-11-13
- (A) Where service to any end-user has been denied or disconnected as authorized by OAC 165:55-11-11, the Company shall not be required to connect or reconnect service except by order of the Commission and, if so ordered, only upon the terms and conditions specified in the order.
- (B) When service to any end-user has been suspended or disconnected pursuant to OAC 165:55-11-11, upon reconnection, the Company shall be authorized to assess a reconnection charge.
- (C) Except in those instances where an order of the Commission is required prior to reconnection, once the reason for suspension or disconnection has been remedied, the Company shall restore service in accordance with the provisions of OAC 165:55-13-1 applicable for installation of new service.

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Issued: March 12, 2008

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**SECTION 2 - RULES AND REGULATIONS**

2.18 REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

$$\text{Credit} = (A \times B) / 720$$

“A”= outage time in hours

“B”= total monthly charge for affected facility, where applicable

2.19 INSPECTION, TESTING AND ADJUSTMENT

Upon reasonable notice, the facilities/equipment provided by the Underlying Carrier or the Company shall be made available to the Underlying Carrier or the Company for tests and adjustments as may be deemed necessary by the Underlying Carrier or the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.20 CUSTOMER SERVICE

The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.

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**SECTION 2 - RULES AND REGULATIONS**

2.21 PROMOTIONS

Pursuant to OAC 165:55-5-10.2,

- (A) Promotional offerings are intended to be limited-duration programs that are beneficial to the targeted and/or qualified customers. Promotional offerings are not intended to replace the Company's obligation to seek approval of permanent rates and charges.
- (B) The Company may, during promotional periods, offer customers special rate incentives. The Company shall notify the Director of the Public Utility Division, by submitting a completed Promotion Form, specifying the service(s) offered, terms of the promotion, location, and dates of each promotion period.
- (C) Promotional offerings of services that have been determined to be competitive shall become effective on the date specified in the Notice to the Director of the Public Utility Division, which may be dated no earlier than the date the Notice is provided to the Director of the Public Utility Division.
- (D) Promotional offerings of non-competitive services shall become effective on the date specified in the Notice, which may be dated no earlier than ten (10) business days after the date that notification is provided to the Director of the Public Utility Division.
- (E) Promotions may be repeated, provided the initial promotion and extension do not exceed three hundred sixty-five (365) consecutive days and may not be reintroduced for ninety (90) days.
- (F) All promotional offerings will comply with the requirements of OAC 165:55-5-10.2

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**SECTION 2 - RULES AND REGULATIONS**

2.22 CUSTOMER SPECIFIC CONTRACTS

2.22.1 The Company has the authority to enter into customer specific contracts for tariffed services offered for which the rates and charges are developed as an Individual Case Basis (ICB). Customer specific contracts may include, but are not limited to:

- (1) Central office based services;
- (2) High-speed private line services;
- (3) Customized services that are unique because of size or configuration. Provided that such customized services shall not include basic local telecommunications services; and
- (4) Any other service for which the Commission has authorized the Company to enter into customer-specific contracts.

2.22.2 The Company shall comply with OAC 165:55-5-10.3 in the submission and development of ICBs.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

**INDEX**


3.1	Tandem Service .....	43
3.2	Transit Service .....	60
3.3	Access Service .....	62
3.4	Collocation.....	64
3.5	Oklahoma Universal Service Fund .....	76

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE

- 3.1.1 Tandem Services are comprised of Transit and Access Services. In the event of any conflict between the provisions of this section 3.1 and the general provisions of section 2, the provisions of this section 3.1 will govern.
- 3.1.2 All facilities installed for provisioning Tandem Services are bi-directional, two-way in nature, unless expressly agreed to by the Telephone Company. Customer ordering Transit Service agrees to accept additional facilities to accommodate traffic volume at reasonable fill rates.
- 3.1.3 Customer must be authorized to send traffic to third party Interconnected Common Carriers prior to delivering traffic to such parties using the Tandem Service.
- 3.1.4 In the event Customer sends traffic through the Telephone Company to a carrier with whom customer does not have a traffic exchange agreement, then Customer will indemnify the Telephone Company against any and all charges levied by such third party carrier, including any charges related to such traffic and any attorneys fees and expenses.
- 3.1.5 The Terminating Carrier and the Telephone Company will bill their respective portions of the charges directly to the Originating Carrier, and neither the Terminating Carrier nor the Telephone Company will be required to function as a billing intermediary, e.g. clearinghouse.
- 3.1.6 The Terminating Carrier shall not bill the Telephone Company for terminating any Tandem Service traffic, whether identified or unidentified, i.e. whether the Telephone Company is sent CPN or is not sent CPN by the originating company.

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.7 Customer agrees to send Telephone Company only On-Net traffic and will, as necessary, update its routing tables to include all Telephone Company updates, including, but is not limited to:

- (A) Information regarding a new Interconnected Carrier, including NPA NXX and LRN information;
- (B) Information regarding an Interconnected Carrier opening a new exchange or LRN; and
- (C) Information regarding ports of 1000 block of numbers.

3.1.8 Customer agrees to send all calls with translations. Any call transmitted by Customer without translations will cause customer to incur an additional charge for such service and will risk successful call delivery.

3.1.9 Refusal and Discontinuance of Service

- (A) Unless the provisions of 3.1.14.(B) apply, if a customer fails to comply with the provisions of this Tariff or other requirements agreed to by the customer, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by receipted delivery to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer and/or discontinue the provision of services at any time thereafter. Telephone Company reserves the right to refuse service to any carrier whose use or continued use of the Service would be materially adverse to the interest of the Telephone Company or Interconnected Carriers.


If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service by the non-complying customer without further notice.

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Issued: March 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.9 Refusal and Discontinuance of Service (Cont'd)

- (B) If the Telephone Company discontinues service, it will no longer route any traffic that uses the customer's Carrier Identification Code (CIC), Local Routing Number (LRN), carrier owned NPA-NXX or any other element used to route traffic.. In the case of such discontinuance, all applicable charges, including termination charges, if any, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying customer without further notice.
- (C) If the Company refuses or discontinues providing service pursuant to this tariff or the Customer elects to discontinue receiving service pursuant to this tariff, in an effort to preserve uninterrupted termination of traffic and to avoid unnecessary disruptions in PSTN calling, the Customer will maintain the existing interconnections for the purpose of receiving traffic from the Company while the Company and Customer negotiate a termination agreement to govern the interconnections. The Company will be responsible for all costs associated with delivering traffic to the existing point of interconnection. These terms will continue to apply until such time as a termination agreement under which the Customer will receive traffic from the Company becomes effective. The Customer and the Company will use their best endeavors to resolve promptly and in good faith all outstanding issues in the negotiation of such an agreement, and will escalate any disputes to members of senior management. However, if the Customer and the Company are unable to come to a resolution of certain issues during the negotiation process, either the Customer or the Company may at any time request arbitration, mediation or assistance from the Commission or, if applicable, the Federal Communications Commission, to resolve the remaining issues, in accordance with the applicable commission's procedures. For purposes of this provision, "providing/receiving service pursuant to this tariff" includes services that are provided under a separate written agreement that only incorporates the General Regulations section of this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.10 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

3.1.11 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

3.1.12 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

3.1.13 Emergency Blocking

Customer agrees that if the Telephone Company, in its sole discretion, determines that an emergency action is necessary to protect the Telephone Company network or business, the Telephone Company may block any transmission path over the Telephone Company network to Customer transmissions that are needed to protect the integrity of the Telephone Company network or business. Neither Party shall have any obligation to the other Party for any claim, judgment or liability resulting from such blockage.

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.14 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- (B) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.18 is not applicable.

3.1.15 Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

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Issued: March 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.16 Traffic Information

- (A) Customer shall provide Signaling Data (as defined below) and shall not, directly or indirectly, including in concert with a third party, strip, alter, modify, add, delete, change, or incorrectly assign any Signaling Data. Signaling Data shall, at a minimum, include information that accurately reflects the geographic location of the end user that originated and/or dialed the call, when including such information is technically feasible. For purposes of this Agreement, Signaling Data includes, but is not limited to, calling party number as defined in 47 C.F.R. Section 64.1600(c) ("CPN"), Automatic Number Identification as defined in 47 C.F.R. Section 64.1600(b) ("ANI"), Charge Number as defined in 47 C.F.R. Section 64.1600(d), Jurisdictional Indicator Parameter ("JIP") and any other signaling data that affects the terminating Party's ability to jurisdictionalize traffic. If it is determined that customer has made any such change, mask, manipulation alteration or modification, all of customer's traffic, including prior traffic, will be re-rated to the highest tariff rate. Upon request, Telephone Company will provide to Customer available Signaling Data for traffic terminated to Customer.
- (B) Where SS7 connections exist, customer will include in the information transmitted to the Telephone Company for each call, including the original and true Line Information, including the Calling Party Number (CPN).
- (C) If customer is passing Line Information but the Telephone Company is not properly receiving information, the parties will work cooperatively to correct the problem.
- (D) All calls exchanged without CPN information will be billed at the access or transit rate, whichever is greater. For transit traffic, if the original and true CPN is not received from the originating third party, the Telephone Company cannot forward the CPN and will not be billed as the default originator.

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.17 Jurisdictional Report Requirements\*

- (A) In this section the terms "trunk group" shall be assumed to also represent a single line or trunk.
- (B) Reporting by the customer of the expected jurisdictional use of services is required because the Telephone Company cannot determine the actual jurisdiction of the customer's usage from every type of call detail recording. In some cases the Telephone Company cannot record the customer's usage of the service at all. The information reported by the customer will be used by the Telephone Company in an effort to determine the appropriate charges, as set forth in 3.1.18 following. The customer must always report this information for those services or portions of services for which the actual jurisdictional use cannot be determined by Telephone Company. \* (Pursuant to Federal Communications Commission order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is interstate in nature.)

- (1) When a customer orders a new Access Service, the customer shall, in its order, state the proportion of the service which is to be provided for interstate use. This proportion is the Percent for Interstate Use or PIU. The customer can either specify one general PIU for the service usage or the customer can specify a 800 terminating PIU and a residual PIU. All PIUs shall be stated as whole number percentages. If the customer chooses to report one general Percent for Interstate Use, then the general PIU will be the customer's best estimate of the percentage of the total use of the trunk group that will be interstate in nature.

If the customer chooses to provide a separate 800 terminating PIU, then that PIU will be the customer's best estimate of the percentage of the total 800 terminating use of the trunk group usage that will be interstate in nature. The residual PIU would then be the customer's best estimate of the percentage of the total trunk group usage that will not be 800 terminating usage and will be interstate in nature.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.17 Jurisdictional Report Requirements (Cont'd) \*

The reported Percentage(s) for Interstate Use PIU(s) will be used in the determination of all interstate and intrastate charges for the trunk group, as set forth in 3.1.18 following, as well as for the associated charges for transport and port charges. The PIU(s) remains in effect until it is superseded by a revised PIU(s), as set forth in (3) following.

When the customer determines that any currently effective PIU(s) for one or more trunk groups is no longer accurate, the customer shall report a revised PIU(s) for each trunk group. The customer can report the new PIU(s) to the Telephone Company in writing. The report must clearly identify each trunk group, the account number under which it is billed, and both the current and revised PIU(s). The revised PIU(s) will become effective on the first day of the next monthly billing period that begins at least 15 business days after the day on which the customer reports the revised PIU(s) to the Telephone Company. No revisions to bills preceding the effective date of the revised PIU(s) will be made based on this report.

- (2) When a customer orders Transit Service, the customer shall, in its order, state the proportion of the service which is to be provided for interstate use, if any, for each trunk group. This proportion is the Percent for Interstate Use or PIU. All PIUs shall be stated as whole number percentages.

If the customer chooses to report one general Percent for Interstate Use for all its trunk groups, then this general PIU will be the customer's best estimate of the percentage of the total Transit usage, that will be interstate in nature. The residual PIU will be the customer's best estimate of the percentage of the total Transit usage that will be interstate in nature.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.17 Jurisdictional Report Requirements (Cont'd) \*

- (3) Identifying Transit and Access Services. When a customer orders trunk group for Tandem Service, the customer shall, in its order, state the anticipated proportion of the service that is to be Transit Service versus Access Service.

If the customer chooses to report one general Percent of Transit Versus Access, then this general PTVA will be the customer's best estimate of the percentage of the total service usage, for each trunk group, that will be Transit Service versus Access Service in nature. This estimate should not include any usage types for which the Telephone Company is able to derive Call Classification from call detail recording. When the customer determines that any currently effective PTVA is no longer accurate, the customer shall report a revised PTVA. The customer can report the new PTVA(s) to the Telephone Company in writing or via magnetic tape. The report must clearly identify each trunk group it is to be applied to, the account number under which it is billed, and both the current and revised PTVA(s). This revised PTVA(s) will become effective on the first day of the next monthly billing period which begins at least 15 business days after the day on which the customer reports the revised PTVA(s) to the Telephone Company. No revisions to bills preceding the effective date of the revised PTVA(s) will be made based on this report.

The reported PTVA(s) will be used in the determination of charges for Transit and Access Services, as well as for the associated charges for transport and port charges.

(4) NPA-NXX Surrogate


If the customer's end users utilize NPA-NXXs from outside of a local market to terminate Transit calls, customer shall report a NPA-NXX Surrogate, which shall be customer's estimate of Transit traffic that appears to be access traffic. For example, a cellular end user with an NPA-NXX different than the market in which the end user is roaming and terminating a Transit call or an end user assigned an NPA-NXX from a market different than the market in which the end user is terminating Transit calls.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.17 Jurisdictional Report Requirements (Cont'd) \*

(5) Call Classification Report Verification

If a billing dispute arises or a regulatory commission questions the PIU or PTVA, the Telephone Company will ask the customer to provide the data the customer uses to determine the PIU or PTVA. The customer shall supply the data within 15 days of the Telephone Company request. The customer shall keep records of call detail, including not altering directly or indirectly with a third party call origination or termination data from which the Call Classification can be ascertained. Upon request of the Telephone Company, customer shall make the records available for inspection as reasonably necessary for purposes of verification. Requests for verification shall be limited to no more than two per year, except in extreme circumstances. Audits may be conducted by independent auditors if the Telephone Company and the customer or the customer alone is willing to pay the expenses of the audit.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.18 Determination of Interstate Charges for Mixed Interstate and Intrastate Tandem Service

When mixed interstate and intrastate Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including the associated charges for transport and port charges and optional features, will be prorated between interstate and intrastate. The Percentage for Interstate Use PIU(s) reported as set forth in 3.1.17 preceding will serve as the basis for prorating the charges. The percentage of a Tandem Service to be charged as interstate is applied in the following manner:

(A) For monthly and nonrecurring chargeable rate elements

(1) Tandem Services Except Direct-Trunk Transport Facilities or Entrance Facilities

Multiply the general PIU or the residual PIU, if the customer has chosen to provide usage type PIUs, times the quantity of chargeable elements times the stated applicable tariff rate per element

(2) Direct-Trunked Transport Facilities and Entrance Facilities

Multiply the Direct-Trunked Transport Facility or Entrance Facility PIU, times the quantity of chargeable elements times the stated applicable tariff rate per element.

(B) For all Tandem Services usage sensitive chargeable rate elements:

(1) If the actual jurisdiction of the usage can be identified, multiply the actual measured use that is identified by jurisdiction times the applicable stated tariff rate.


(2) If the customer has chosen to provide one general PIU for all usage types, then multiply the general PIU times actual usage (i.e., measured or Telephone Company assumed average usage) which cannot be jurisdictionally identified times the stated tariff rate. If the customer has chosen to provide separate usage type PIUs and the residual PIU, then multiply the usage type PIU or the residual PIU times the corresponding actual usage type minutes of use times the stated applicable tariff rate.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.19 Certification of Tandem Services As Intrastate

(A) Determination of Jurisdiction of Tandem Service

Jurisdiction refers to the classification of a service as interstate (subject to the jurisdiction of the Federal Communications Commission) or as intrastate (subject to the jurisdiction of a state regulatory body). Pursuant to the Decision and Order by the Federal Communications Commission in CC Dockets No. 78-72 and 80-286, released July 20, 1989, the jurisdiction of a Tandem Service will be determined as follows:

If the customer determines that the interstate traffic on the service involved constitutes more than ten percent (10%) of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of Neutral Tandem, Inc. Tariff F.C.C. No. 1.

(B) Jurisdictional Use Certification Requirement

When a customer orders a service from this tariff, the customer shall certify in its order that the service meets the requirements for classification as intrastate. The customer shall be responsible for advising the Telephone Company of any changes in such classification.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.20 Determination of Charges for Mixed Transit and Access Service

When mixed Transit and Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including the associated charges for transport and port charges and optional features, will be prorated between Transit and Access Service. The PTVA(s) reported as set forth in 3.1.17 preceding will serve as the basis for prorating the charges when actual call classification cannot be determined. The charges will be applied in the following manner:

(A) For monthly and nonrecurring chargeable rate elements

(1) Tandem Services Except Direct-Trunk Transport Facilities or Entrance Facilities.

Multiply the general PTVA or the residual PTVA, if the customer has chosen to provide usage type PTVAs, times the quantity of chargeable elements times the stated applicable (i.e., Access versus Transit) tariff rate per element

(2) Direct-Trunked Transport Facilities and Entrance Facilities

Multiply the Direct-Trunked Transport Facility or Entrance Facility PTVA, times the quantity of chargeable elements times the stated applicable (i.e., Access versus Transit) tariff rate per element.

(B) For all Tandem Services usage sensitive chargeable rate elements:


(1) If the actual jurisdiction of the usage can be identified, multiply the actual measured use which is identified as Transit and Access Services times the stated applicable tariff rate. If the customer has provided a NPA-NXX Surrogate, then for that percentage of traffic, customer shall also be billed the difference, if any, between the usage rate for Transit Service and the usage rate for Access Service. For intrastate Access Services, if the rate for intraLATA service is different than the rate for interLATA service, then the applicable rate for each will also be applied based on the actual jurisdiction of the usage data.

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Issued: March 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.20 Determination of Charges for Mixed Transit and Access Service (Cont'd)

(2) If the customer has chosen to provide one general PTVA for all usage types, then multiply the general PTVA times actual usage (i.e., measured or Telephone Company assumed average usage) for which the Call Classification cannot be determined times the stated applicable tariff rate. If the customer has chosen to provide separate usage type PTVAs and the residual PTVA, then multiply the usage type PTVA or the residual PTVA times the corresponding actual usage type minutes of use times the stated applicable tariff rate. For intrastate Access Services, if the rate for intraLATA service is different than the rate for InterLATA service and the actual jurisdiction of the usage data cannot be determined, then the customer shall provide the estimated percentage of intrastate intraLATA use (PIIU). This percentage is stated as a whole number percentage that is the customer's best estimate of the percentage of the total use of the intrastate Access Service that will be intrastate intraLATA in nature versus intrastate interLATA in nature. It shall be the customer's responsibility to update the PIIU for any changes.

3.1.21 Certification of Tandem Services As Access and Transit

(A) Determination of Call Classification

Call Classification is the classification of traffic as Access Service or as Transit Service. If a call cannot be classified by its call record data, and a PTVA has not been provided, then the call will be rated at the highest tariff rate assessable for Access Service or Transit Service.

(B) Call Classification Certification Requirement

When a customer orders a Tandem Service from this tariff, the customer shall certify in its order that the traffic it is sending via the Tandem Service meets the requirements for Call Classification as Access and/or Transit Service. The customer shall be responsible for advising the Telephone Company of any changes in such classification.

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Issued: March 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.22 Forecasts

Customer shall exchange technical descriptions and forecasts of its interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

3.1.23 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability, including following natural or manmade disasters which affect telecommunications services.

3.1.24 Updating Data Bases

The Telephone Company and customer shall use the Local Exchange Routing Guide (LERG) to provision the appropriate NPA NXXs. Customer shall be responsible for updating its routing tables and internal databases to reflect changes in the Telephone Company profile and terminations.

3.1.25 Resale of Services

Customer agrees not to resell the Telephone Company service in any manner without prior written consent of the Telephone Company.

3.1.26 Compliance with Laws

Customer shall comply with all applicable laws and regulations in its use of the service. Customer is solely responsible for all products and services it provides to its End Users and to other carriers.

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.27 Exchange of Traffic and Information

All facilities interconnected to the Telephone Company by Customer shall be two-way in nature, unless otherwise agreed in writing by the Telephone Company. Customer shall accept both originating and terminating traffic from the Telephone Company. At all times, Customer shall provide facilities within its network that are necessary for routing, transporting, measuring, and billing of traffic originated by other customers of the Telephone Company and for delivering traffic to the Telephone Company for termination to other carriers. Customer shall transmit traffic in the standard format compatible with the Telephone Company's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and terminate the traffic it receives in that standard format to the proper address on its network. Customer shall exercise best efforts in responding to requests by the Telephone Company to install additional facilities and capacity with the customer to accommodate traffic volumes and maintain the highest network quality standards. Customer agrees that Telephone Company may share certain customer information with other customers of the Telephone Company for the sole purpose of providing service.

3.1.28 Non-Authorized Traffic

Customers agree Non-Authorized Traffic (i.e., traffic that is not Transit and Access traffic), including 911, 411, 976, directory assistance, and O+ operator services local calls. Telephone Company will block any Non-Authorized Traffic sent to the Telephone Company switches and will have no obligation to carry such traffic. Customer will not send to the Telephone Company local traffic that is destined for the network of a third party carrier unless Customer has the authority to exchange traffic with that carrier.

3.1.29 Payment of Rates, Charges and Deposits


Customer shall be liable for the payment of all fees and expenses (including, without limitation, attorney's fees and expenses, costs of investigation, and costs of litigation) reasonably incurred by the Telephone Company in collecting, or attempting to collect, any charges owed hereunder, including, without limitation, charges for services provided by the Telephone Company.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.1 TANDEM SERVICE (Cont'd)

3.1.30 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

- (A) When a Dedicated Service is ordered by a customer where one end of the service is in one Exchange Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, each Exchange Telephone Company involved will receive a copy of the order and will arrange to provide its portion of the service
- (B) All switched services, including Tandem Services, shall be provided on a Meet Point basis, with each carrier billing their services separately in accordance with their applicable tariffs and regulations.

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Issued: March 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.2 TRANSIT SERVICE

3.2.1 Transit Service allows an Originating Carrier to send all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic (not delivered via IXC), CMRS IntraMTA Traffic and/or 800 IntraLATA Toll Traffic to a Terminating Carrier through the Telephone Company tandem. A Transit rate element applies to all MOUs transmitted over the Telephone Company network. The Originating Carrier is responsible for payment of the appropriate rates unless otherwise specified. Transit Service does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and 0+ operator services. Notwithstanding any other provision, Customer appoints Telephone Company to act on its behalf for the limited purpose of establishing arrangements for the termination of Transit Traffic to Terminating Carriers. This authority is limited to the establishment of the technical and operational aspects of such arrangements

Regional Transit Service (RTS) is an optional service that provides a more operationally efficient method of transiting traffic between Customers. RTS expands traditional transit service areas to include the aggregate coverage areas of both the originating and terminating customer switches.

At the request of the Customer, Telephone Company will provide electronic terminating Transit billing records to the Customer to assist in their billing process. The records will be provided in standard EMI format and will be delivered to the Customer either weekly or monthly utilizing an electronic delivery method negotiated on a case by case basis. Rates are listed in section 4.1

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Issued: March 12, 2008

Effective: December 12, 2008

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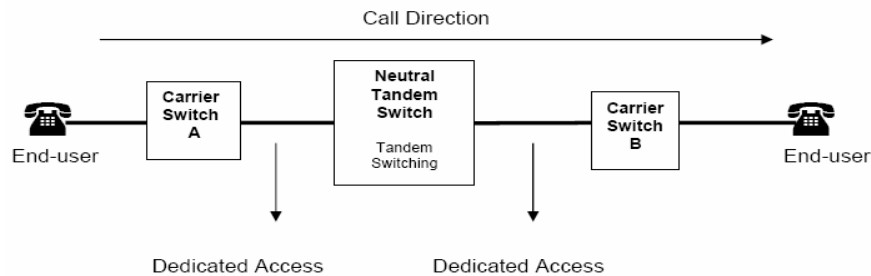
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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.2 TRANSIT SERVICE

3.2.2. Transit Diagram

Carrier Switch A is the Originating Carrier  
Carrier Switch B is the Terminating Carrier




- 3.2.3 Customer is responsible for compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended calling area plans.
- 3.2.4 Customer, the Originating Carrier, will be charged a Tandem Transit MOU charge for all Transit traffic delivered to the Telephone Company, including On-Net and Off-Net traffic, except as provided in 3.2.5 below. The Tandem Transit MOU charge may differ based on the Exchange of the terminating number.
- 3.2.5 Telephone Company will not charge a Tandem Transit MOU charge for any On-Net call re-routed by the Telephone Company to an Alternate Transit Tandem due to insufficient capacity on the Telephone Company network to terminate the call unless the Telephone Company is billed by the Alternate Transit Tandem company for that traffic.
- 3.2.6 Transit Service shall be on a Meet Point Billing (“MPB”), with the Terminating Carrier and the Telephone Company billing their respective portions of the charges directly to the Originating Carrier, and neither the Terminating Carrier nor the Telephone Company will be required to function as a billing intermediary, e.g. clearinghouse.

Issued: March 12, 2008

Effective: December 12, 2008

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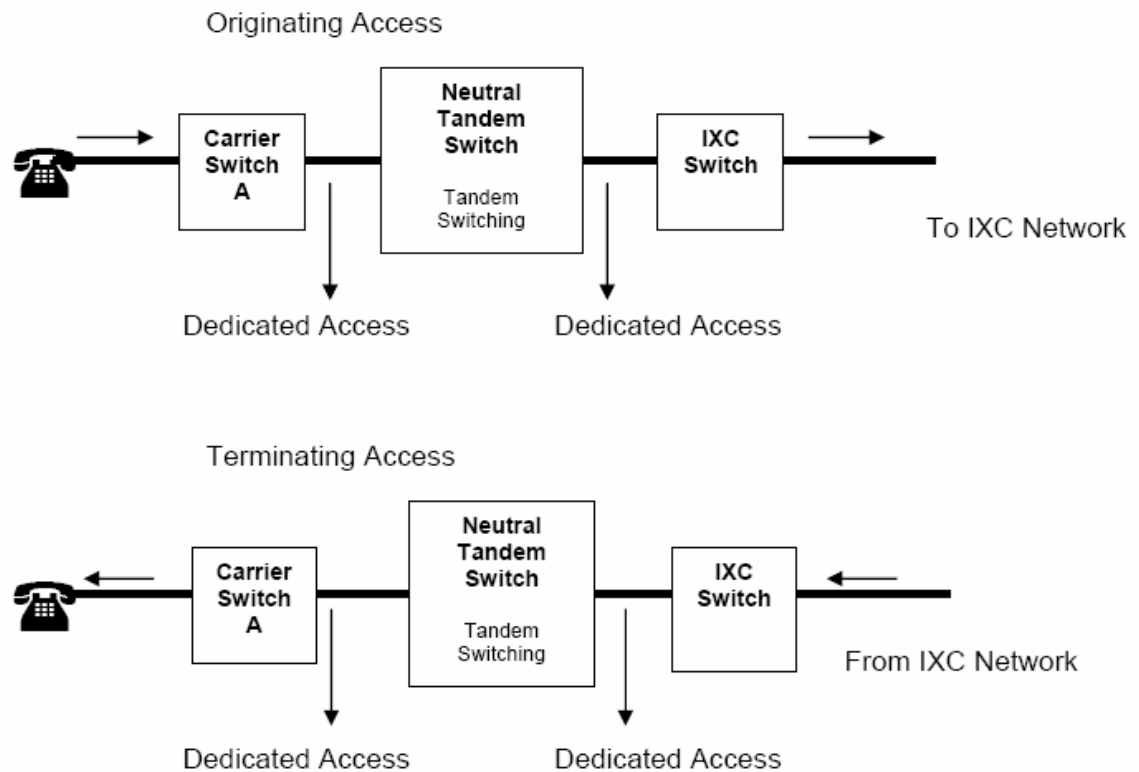
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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.3 ACCESS SERVICE

3.3.1 Access Service enables Interconnected Carriers to originate and terminate Toll Service and does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and O+ operator services.


3.3.2 Access Diagram



Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.3 ACCESS SERVICE (Cont'd)

- 3.3.3 Customer is responsible for compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended calling area plans.
- 3.3.4 Customer for Access Service will be charged a MOU charge for all Access Service traffic delivered to the Telephone Company, including On-Net and Off-Net traffic, except as provided in 3.3.5 below
- 3.3.5 Customer for Access Service is the Terminating Carrier (i.e., Toll Service provider), except if the Originating Carrier routes Off-Net traffic to the Telephone Company, then Access Services charges will be applied to the Originating Carrier.
- 3.3.6 Access Service shall be on a Meet Point Billing ("MPB"), with the Terminating and Originating Carriers and the Telephone Company billing their respective portions of the charges directly to the Toll Service provider, and neither the Terminating and Originating Carriers nor the Telephone Company will be required to function as a billing intermediary, e.g. clearinghouse.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.4 COLLOCATION

Unless otherwise specified herein, the general regulations specified in Section 2, apply and are in addition to the regulations for collocation specified in this tariff. Rates and charges for the individual collocation arrangements are contained in Section 4.4.

3.4.1 General

- (A) Collocation provides for access to central office cross connect points that will serve as a point of interconnection for the exchange of traffic with the Telephone Company.
- (B) Connection to physical collocation or cageless collocation is available through fiber optic facilities, or leased facilities of a third party.

3.4.2 Forecasting and Forecast Requirements

- (A) Forecast Requests - The Telephone Company will request from the Customer, forecasts on a semiannual basis, with each forecast covering a two-year period. The Customer will be required to update the near-term (six month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, and square footage required. For augments, the Customer may elect to substitute alternative Common Language Location Identifier ("CLLI") codes within a LATA for the forecasted demand.
  - (1) If the Telephone Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with Customer to determine the required space to be conditioned.

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Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.4 COLLOCATION (Cont'd)

3.4.2 Forecasting and Forecast Requirements (Cont'd)

(A) Forecast Requests (Cont'd)

- (2) If the Telephone Company commits to condition space based on forecasts, Customer will give the Telephone Company a non-refundable deposit equal to the application fee.
- (3) The Telephone Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites.
- (4) The Telephone Company will consider forecasts in staffing decisions.
- (5) The Telephone Company will enter into planning discussions with forecasting Customer to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

(B) The Telephone Company will aggregate data received in Customer forecasts and provide Customer with information which includes the central offices requested, the number of applications for each central office, and any previously known space constraints.

(C) Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Telephone Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Telephone Company's capacity limits, the Telephone Company will negotiate longer intervals as required (and within reason).

(D) Interval adjustments will be discussed with the Customer at the time the application is received. In general, if forecasts are received less than two months prior to the application date, the interval start day may be postponed as follows:

- (1) No Forecast Received—Interval start date commences two months after application receipt date.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.4 COLLOCATION (Cont'd)

3.4.2 Forecasting and Forecast Requirements (Cont'd)

(D) (Cont'd)

- (2) Forecast Received One Month or Less Prior to Application Receipt Date - Interval start date commences two months after application receipt date.
- (3) Forecast Received Greater than One Month and Less Than Two Months Prior to Application Receipt Date - Interval start date commences one month after application receipt date.
- (4) Forecast Received Two Months or More Prior to Application Receipt Date - Interval start date commences on the application receipt date.

(E) The Telephone Company will inform all forecasting Customers of the total square footage available and the total number of Customers requesting space in that central office. The Telephone Company will offer each Customer an equal share of the central office space, and request applications immediately, with appropriate fees, to reserve the space. The Customers will have one month to respond. If a Customer does not respond within the specified time, its apportioned share will be allocated evenly among those that do respond

(F) If there is not enough space available to provide all requesting Customers with a minimum configuration (i.e., 25 square feet), a drawing for the space will be held. The Telephone Company will inform each Customer of the number of requesting Customers and the quantity of Customers that can be accommodated in the available space. The Telephone Company will request applications immediately, with appropriate fees, to enter the drawing. Each Customer will have one month to respond or be ineligible for the drawing. Applications and associated fees will be returned to those not selected in the drawing.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.4 COLLOCATION (Cont'd)

3.4.3 Termination of Arrangement

- (A) The Telephone Company shall have the right to terminate a collocation arrangement at any time with respect to any area(s) of the Telephone Company central office premises which becomes the subject of a taking by eminent authority having such power. The Telephone Company shall notify the Customer of such termination immediately after it receives notice of the taking. The Customer shall have no claim against the Telephone Company for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired arrangement that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption or interference due to any such termination
- (B) If at anytime the Telephone Company reasonably determines that any Customer's facilities or equipment or the installation of the Customer's facilities or equipment does not meet the requirements of these terms and conditions, the Customer will be responsible for the costs associated with the removal or modifications of such facilities to render it compliant. If the Customer fails to correct any non-compliance with these standards within 15 days' written notice, the Telephone Company may have the facilities or equipment removed or the condition corrected at the Customer's expense, subject to the collocation dispute resolution procedures.
- (C) If the Telephone Company reasonably determines that any Customer's activities, equipment or facilities are unsafe, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, or pose an immediate threat to the safety of the Telephone Company's employees or others or to the Telephone Company's network, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment without prior notice. The Customer will be charged for any costs incurred as a result of such actions.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.4 COLLOCATION (Cont'd)

3.4.3 Termination of Arrangement (Cont'd)

- (D) The Telephone Company may also discontinue service or cancel an application for the arrangement without incurring any liability for any of the following reasons.
- (1) Upon non-payment of any sum owing to the Telephone Company for more than 30 days beyond the date of rendition of the bill for the arrangement, the Telephone Company may, on 30 days advance notice in writing to the Customer without incurring any liability, discontinue the furnishing of a new or existing arrangement, subject to the provisions for dispute resolution.
  - (2) The Telephone Company shall be prohibited from furnishing services by order of a court or other government authority having jurisdiction.
  - (3) In the event of fraudulent use of the Telephone Company's network, the Telephone Company may discontinue the arrangement without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (E) Grounds for Termination by the Telephone Company - The Telephone Company reserves the right to inspect the Customer's collocation arrangement to determine if the collocation arrangement is being used for interconnection. If the Telephone Company determines that the collocation arrangement is not being used for interconnection, the Telephone Company reserves the right to terminate the Customer's collocation service upon thirty (30) calendar days notice. If the Telephone Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Section 3.4.3.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.4 COLLOCATION (Cont'd)

3.4.3 Termination of Arrangement (Cont'd)

(F) Termination by the Customer - A Customer must notify the Telephone Company in writing of its plans to terminate a collocation arrangement ("Customer Termination Notice"), and such Customer termination shall be governed by this Section 3.4.3.

(1) Termination After Completion If a Customer elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Telephone Company's receipt of the Customer Termination Notice.

If Customer terminates a collocation arrangement under this section, the termination shall be governed by Section 3.4.3 and the Customer remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 4.3. If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the Customer shall include a list of any such owners and secured parties in the Customer Termination Notice.

(2) Termination Prior to Completion If the Customer elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Telephone Company's receipt of the Customer Termination Notice. Application fees submitted will not be refunded. The Customer Termination Notice must be received by the Telephone Company prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.4 COLLOCATION (Cont'd)

3.4.3 Termination of Arrangement (Cont'd)

(G) Effect Of Termination If the Telephone Company or Customer terminates a collocation arrangement under this Tariff, the following provisions shall apply:

- (1) Equipment Removal and Monthly Recurring Charges - The Customer shall disconnect and remove its equipment from the designated collocation space by the effective date of the termination. Upon removal by the Customer of all its equipment from the collocation space, if the Customer does not restore the collocation space to its original condition at time of occupancy, the Customer will reimburse the Telephone Company for the cost to do so.

Due to physical and technical constraints, removal of the Customer's cables will be at the Telephone Company's option. The Telephone Company reserves the right to remove the Customer's equipment if the Customer fails to remove and dispose of the equipment by the effective date of the termination. The Customer will be charged the appropriate additional labor charge in Section 4.3 for the removal and disposal of such equipment. All monthly recurring charges will continue to be charged to the Customer until the effective date of the termination or, at the Telephone Company's discretion, until any later date, not to exceed 60 days, that all equipment is removed and the collocation space is restored to its original condition at space turnover.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.4 COLLOCATION (Cont'd)

3.4.4 Notices

- (A) Any notices or other communications required or permitted to be given or the terms of this section shall be in hard-copy writing, unless otherwise specifically provided herein. Such notices or communications shall be sufficiently given if delivered personally, or if delivered by prepaid overnight express service, or if delivered by confirmed facsimile transmission and with a copy delivered thereafter either personally, or by prepaid overnight express service, to the Customer's authorized representative.
- (B) Notice shall be given to the Telephone Company's Vice President – Regulatory, One South Wacker Drive, Suite 200, Chicago, IL 60606. Facsimile: (312) 346-3276.

A copy of each notice relating to an action, suit, proceeding or claim is to be sent simultaneously to the Telephone Company's General Counsel, One South Wacker Drive, Suite 200, Chicago, IL 60606. Facsimile: (312) 346-3276.

- (C) Either party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven days' prior written notice to the other party in compliance with this section. Any notice or other communication shall be deemed given when received.

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.4 COLLOCATION (Cont'd)

3.4.5 Collocation Capacity

- (A) Telephone Company Capacity - The Telephone Company's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, the Telephone Company will attempt to smooth the demand via negotiations with the forecasting Customers. If the Telephone Company and the Customer fail to agree to smooth demand, the Telephone Company will determine if additional expenditures would be required to satisfy the spikes in demand.
- (B) Vendor Delays - No party shall be excused from their obligations due to the acts or omissions of a party's subcontractors, material, person, suppliers or other third persons providing such products or services to such party unless such acts or omissions are the product of a force majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the party claiming excusable delay or failure to perform.
- (C) Vendor Capacity - The Telephone Company will continuously seek to improve vendor performance for all central office work, including collocation. Since the vendors require notice in order to meet increases in demand, the Telephone Company will share Customer actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

Customers may also contract with Telephone Company approved vendors directly for a variety of the functions required. Customers can contract directly for cage construction, electrical outlets, lighting, ground bar and POT bay installation in their cages.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.4 COLLOCATION (Cont'd)

3.4.6 Implementation of Collocation Charges

- (A) The Telephone Company shall provide the Customer with a notice (“Scheduled Completion Notice”) indicating the scheduled completion date (“Scheduled Completion Date”) for the collocation arrangement. The Telephone Company shall also provide a notice that will remind the Customer of the Scheduled Completion Date and request the Customer to schedule and attend a “Collocation Acceptance Meeting” (“CAM”). Collocation charges will be implemented in accordance with this section regardless of the readiness of the Customer to utilize the completed collocation arrangement.
- (1) Collection of Non-Recurring Charges - The Customer shall have ten business days from the receipt of a Telephone Company provided collocation schedule to pay 50% of the NRCs associated with the ordered collocation service. The balance of the NRCs (“NRC Balance”) will be billed to the Customer upon Customer acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first.
- (2) Commencement of Recurring Charges - Monthly recurring charges will commence upon Customer acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first (“Commencement Date”), and shall continue until terminated pursuant to Section 3.4.3.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.4 COLLOCATION (Cont'd)

3.4.6 Implementation of Collocation Charges (Cont'd)

(A) (Cont'd)

(3) Extension Request - A Customer may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A Customer electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Telephone Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Telephone Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the Customer must remit to the Telephone Company the NRC Balance for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Telephone Company until the space for the collocation arrangement is accepted by the Customer or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the Customer terminates its collocation arrangement, the termination shall be governed by Section 3.4.3.

(B) If the Telephone Company believes the space for the collocation arrangement is needed to satisfy another's Customer's collocation request prior to the end of the six (6) month extension period, the Telephone Company will notify the original Customer that its collocation space has been requested by another Customer. The original Customer will have up to five (5) business days after receipt of the notification to retain the collocation space by notifying the Telephone Company in writing that it desires to keep the space ("Retention Notice"). If the original Customer retains the collocation space, monthly recurring charges shall commence for the original Customer thirty (30) calendar days after the original Customer sends the Retention Notice or when the original Customer accepts the space, whichever comes first.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.4 COLLOCATION (Cont'd)

3.4.7 Closure, Decommissioning or Sale of Premises

- (A) Collocation arrangements will automatically terminate if the premises in which the collocation space is located is closed, decommissioned or sold and no longer houses the Telephone Company's network facilities. At least one hundred eighty (180) days written notice will be given to the Customer of events which may lead to the automatic termination of any such arrangement pursuant to this tariff, except when extraordinary circumstances require a shorter interval. In such cases, the Telephone Company will provide notice to the Customer as soon as practicable. The Telephone Company will work with the Customer to identify alternate collocation arrangements. The Telephone Company will work cooperatively with the Customer to minimize any potential for service interruption resulting from such actions.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.5 OKLAHOMA UNIVERSAL SERVICE FUND (OUSF) RECOVERY

3.5.1 General Regulations

- (A) 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.
- (B) Pursuant to 17 O.S. § 139.106 and OAC 165:59-3-46, a telecommunications carrier may, at its option, recover the amount of its contributions to the Oklahoma Universal Service Fund (OUSF) from its retail customers. Such recovery shall be made in a fair, equitable and nondiscriminatory manner.
- (C) Recovery shall be assessed by either a flat recovery fee or a percentage recovery charge, as described below.
- (D) Recovery shall be assessed on the same retail revenues as those used for contribution purposes.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.5.2. OUSF Recovery Charge

- (A) 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.
- (B) The results of such calculation(s) shall be rounded to the penny for the purpose of applying this amount to retail customer's bills.
- (C) 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.
- (D) 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.
- (E) Records shall be kept by the Company which reflect the OUSF contributions paid by the Company for each period along with all amounts recovered by the Company through the Recovery of OUSF Contributions Tariff. This information shall be provided to the Commission along with any changes to the OUSF Recovery Charge.
- (F) 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.
- (G) Notification of changes to the OUSF Recovery Charge shall be made at least 30 days before effective date of change.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

3.5.2. OUSF Recovery Charge (continued)

- (H) 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.
- (I) 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.
- (J) 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.
- (K) The OUSF Recovery Charge will apply at the rate specified in Section 4.4.

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Issued: March 12, 2008

Effective: December 12, 2008

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**SECTION 4 – RATES AND CHARGES**

**INDEX**


4.1	Transit Service Charges .....	80
4.2	Access Service Charges .....	81
4.3	Collocation Charges.....	82
4.4	Oklahoma Universal Service Fund (OUSF) Recovery .....	84

---

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**SECTION 4 – RATES AND CHARGES**

4.1 TRANSIT SERVICE CHARGES


	<u>NRC</u>	<u>Monthly</u>
4.1.1 Tandem Switching Per minute of use		\$0.003000
4.1.2 Database Charge LNP Query - per query		\$0.002002
4.1.3 Blocked Call Charge Per Blocked Call		\$0.001880
4.1.4 Transit Dedicated Transport Facility Per DS1 - First 5 miles Per DS1 - Each additional mile		\$210.00 \$ 15.00
4.1.5 Trunk Group Charge First trunk group Each additional trunk group		\$ 00.00 \$ 50.00
4.1.6 Billing Records Charge, per market		\$250.00
4.1.7 Transit Service Non-Recurring Charges Per Market - Billing Records Change Per Service Order Fee: Per Reconfiguration: Install (per DS1)	\$500.00 \$ 50.00 \$150.00 \$885.00	

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**SECTION 4 – RATES AND CHARGES**


4.2	ACCESS SERVICE CHARGES	<u>NRC</u>	<u>Monthly</u>
4.2.1	Tandem Switching, per minute of use		\$0.001645
4.2.2	Tandem Switched Transport, per minute of use		\$0.000296
4.2.3	Tandem Switched Facility, per minute of use per mile		\$0.000032
4.2.4	Common MUX (DS3 to DS1), per minute of use		\$0.000217
4.2.5	Database Charges		
	LNP Query - per query		\$0.002002
	800 Query - per query		\$0.002531
4.2.6	Blocked Call Charge		
	Per Blocked Call		\$0.00188
4.2.7	Access Dedicated Transport Facility		
	Per DS1 First 5 miles		\$210.00
	Each additional mile		\$ 15.00
4.2.8	Dedicated Trunk Port Charge		
	Per DS1 Port		\$ 96.00
4.2.9	Trunk Group Charge		
	First trunk group		\$ 00.00
	Each additional trunk group		\$ 50.00
4.2.10	Multiplexing, per DS3,		\$275.00
4.2.11	Access Service Non-Recurring Charges		
	Per Service Order Fee:	\$ 50.00	
	Per Reconfiguration:	\$150.00	
	Install (per DS1)	\$885.00	

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**SECTION 4 – RATES AND CHARGES**

4.3 COLLOCATION CHARGES


	<u>NRC</u>	<u>Monthly</u>
4.3.1 Application Fees		
Initial	\$5,000.00	
Subsequent	\$5,000.00	
Augment	\$2,500.00	
4.3.2 Engineering and Implementation		
Initial Arrangements	\$3,436.00	
Subsequent Arrangements	\$1,898.00	
Cage Expansion and Additional Cable	\$3,542.00	
Additional Cabling	\$1,334.00	
Power Augment Only	\$1,334.00	
Cabling Plus Equipment – Cageless	\$9,505.79	
Cabling Only – Cageless	\$7,320.29	
4.3.3 Site Survey/Report		
Per request	\$1,557.45	
4.3.4 SAC Cable and Frame Termination		
DS1 - Per 28 – DCS	\$2,103.03	
DS1 - Per 28 – DCS		\$ 400.47
Per DS3/STS-1 – DSX	\$ 521.29	
Per DS3/STS-1 – DSX		\$ 20.24
4.3.5 Land and Building		
25 Square Feet		\$ 465.40
100 Square Feet		\$ 984.50
300 Square Feet		\$2,416.50
Additional 20 Square Feet		\$ 143.20

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**SECTION 4 – RATES AND CHARGES**

4.3	Collocation Charges (Cont'd)	<u>NRC</u>	<u>Monthly</u>
4.3.6	Heating, Ventilation and Air Conditioning		
	Per 10 load amps		\$ 7.03
4.3.7	Escorting		
	Per technician, per 1/4 hour or fraction	\$ 15.09	
4.3.8	DC Power Cabling and Fusing Charge		
	Installation of 60 Amp Ampacity DC Power Feed -Customer Selected Fuse Size: Up to 60 Amps – Per Feed	\$ 960.00	
4.3.9	DC Power		
	Per number of load amps requested		\$19.64
4.3.10	DC Power Feed Augment		
	Load Amp Augment Per Collocation Arrangement	\$ 200.00	
	Over Current Protector Augment Per Feed	\$ 425.00	
4.3.11	Shelf, Bay		
	Installation - Per shelf	\$1,287.36	
	Per quarter equipment bay or fraction thereof		\$12.44

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Cause No. PUD 200800080  
Order No. 563323

Oklahoma Tariff No. 1  
Original Page No. 84

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**SECTION 4 – RATES AND CHARGES**

4.4 OKLAHOMA UNIVERSAL SERVICE FUND (OUSF) RECOVERY


Recovery Percentage ..... 0.3 %

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---

**SECTION 5 – COMPANY SPECIFIC INFORMATION**

**INDEX**


5.1	Special Construction .....	86
5.2	Individual Case Basis Arrangements .....	88
5.3	Temporary Promotional Programs .....	89

---

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**SECTION 5 – COMPANY SPECIFIC INFORMATION**

5.1 SPECIAL CONSTRUCTION

5.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- (A) non-recurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof.

5.1.2 Basis for Cost Computation

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

- (A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - (1) equipment and materials provided or used,
  - (2) engineering, labor and supervision,
  - (3) transportation, and
  - (4) rights of way;

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**SECTION 5 – COMPANY SPECIFIC INFORMATION**

5.1 SPECIAL CONSTRUCTION (Cont'd)

5.1.3 Termination Liability (Cont'd)

- (B) The amount of the maximum termination liability is equal to the estimated amounts for:
- (1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - (a) equipment and materials provided or used,
    - (b) engineering, labor and supervision,
    - (c) transportation, and
    - (d) rights of way;
  - (2) license preparation, processing, and related fees;
  - (3) tariff preparation, processing, and related fees;
  - (4) cost of removal and restoration, where appropriate; and
  - (5) any other identifiable costs related to the specially constructed or rearranged facilities.
- (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 5.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 5.1.3(B) preceding shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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**SECTION 5 – COMPANY SPECIFIC INFORMATION**

5.2 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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 offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. A summary of each ICB contract pricing arrangement offered pursuant to this section will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer. The following applicable information will be included in the summary:

- (A) LATA and type of switch
- (B) The V&H distance from the central office to the customers premises
- (C) Service description
- (D) Rates and charges
- (E) Quantity of circuits
- (F) Length of the agreement.

If the Company and a Customer enter into an ICB arrangement, the ICB arrangement may provide the Customer or the Company with certain rights to terminate the arrangement. If the Customer or the Company exercises such a termination right, then upon the effective date of termination, the ICB rates will no longer apply. Customer may choose to transit traffic through the Company at tariff rates, subject to meeting any credit requirements of the Company in this tariff. Regardless, in an effort to preserve uninterrupted termination of traffic and to avoid unnecessary disruptions in PSTN calling, Customer will maintain the existing interconnections for the purpose of receiving traffic from the Company while the Company and Customer negotiate a termination agreement governing the interconnection. The terms of the ICB arrangement applicable to the Customer's acceptance of traffic from the Company will continue to apply until such time as a successor termination agreement becomes effective. The Customer and the Company will use their best endeavors to resolve in good faith all outstanding issues in the renegotiation of a successor agreement and will escalate any disputes to members of senior management. However, if the Customer and the Company are unable to come to a resolution of certain issues during the renegotiation process, either the Customer or the Company may at any time request arbitration, mediation or assistance from the Commission or, if applicable, the Federal Communications Commission, to resolve the remaining issues, in accordance with the applicable commission's procedures.

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**SECTION 5 – COMPANY SPECIFIC INFORMATION**

5.3 TEMPORARY PROMOTIONAL PROGRAMS

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. Promotional offerings will be consistent with the requirements of OAC 165:55-5-10.2.

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