

Peerless Network of Oklahoma, LLC

TITLE SHEET

OKLAHOMA

TELECOMMUNICATIONS TARIFF

OF

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*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

Issued: April 18, 2014

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APPROVED

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Director of Public Utility Division

Vice President Regulatory Affairs
Peerless Network of Oklahoma, LLC
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Peerless Network of Oklahoma, LLC

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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 pages.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
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***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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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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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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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:

Peerless Network of Oklahoma, LLC
222 S. Riverside Plaza, Suite 2730
Chicago, IL 60606

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 (312-506-0920).

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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 - transmission or switching services to carriers for the purpose of the origination or termination of telephone Toll Service and does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and O+ operator services. Customer for Access Service is the Terminating Carrier, except if the Originating Carrier routes Off-Net traffic to the Telephone Company, then Access Services charges will be applied to the Originating Carrier.

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. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

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.

Authorized carrier: means any telecommunications carrier that submits a change, on behalf of an enduser, in the end-user's selection of a provider of telecommunications service with the end-user's authorization verified in accordance with the procedures specified in this Chapter.

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.

Billing agent: means an entity which provides bills to an end-user for services received from a telecommunications service provider.

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

Bona Fide Request: means a written request delivered to a telecommunications service provider requesting services and interconnection provided for in this Chapter.

Central office: means an operating unit of a telecommunications service provider by which connections are established between end-users' lines and between end-users' lines and trunks or toll lines.

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SECTION 1 - TERMS AND ABBREVIATIONS

Circuit or Channel: means one communication path between two (2) or more points suitable for transmitting information.

Commission: means the Oklahoma Corporation Commission.

Company: Peerless Network of Oklahoma, LLC, the issuer of this tariff, and all concurring carriers.

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

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

Customer trouble report: means any oral or written report given to a telecommunications service provider's repair service by an end-user of telephone services relating to a physical defect or difficulty or dissatisfaction with the provision of the telecommunications service provider's regulated services. Each trouble report shall count as a separate report regardless of whether subsequent reports relate to the same physical defect, difficulty, or dissatisfaction with the provision of the telecommunications service provider's regulated services.

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

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

Dialing parity: means that a person that is not an affiliate of a telecommunications service provider is able to provide telecommunications services in such a manner that end-users have the ability to route automatically, without the use of any access code, their telecommunications to the telecommunications service provider of the end-user's designation from among two (2) or more telecommunications service providers.

Directory: means the published listing of all telephone numbers, other than those requested by the enduser not to be published, for all end-users in a service area regardless of the local exchange telecommunications service provider selected by the end-user.

Disconnection of service: means an arrangement made by the end-user or TSP for permanently discontinuing service by terminating the contract and/or removing the telephone service from the end-user's premises.

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

End-user: means the customer to whom a telephone number is assigned.

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SECTION 1 - TERMS AND ABBREVIATIONS

Exchange: means 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 which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing telecommunications service in that area.

Facilities: means all the plant and equipment of a telecommunications service provider including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the regulated business of any telecommunications service provider.

FCC: means the Federal Communication Commission.

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.

Individual Case Basis ("ICB"): A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

LATA: means Local Access and Transport Area as defined in the Code of Federal Regulations, Title 47 Part 53.3.

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

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 interconnection arrangements: means a contract for interconnection, including resale, as governed by section 251 of the Communications Act of 1934 (47 U.S.C. §251), as amended, the Federal Communication Commission rules and the rules of the Commission.

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).

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SECTION 1 - TERMS AND ABBREVIATIONS

Mbps: Megabits, denotes millions of bits per second.

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

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-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.

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.

Person: means any individual, partnership, corporation, association, governmental subdivision, or public or private organization of any character.

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

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.

Rates: means all tariffed charges assessed by a TSP or IXC.

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: means 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

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

Service: means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. Service shall not include the provision of non-telecommunications services, including but not limited to the printing, distribution, or sale of advertising in telephone directories, maintenance of inside wire, customer premises equipment and billing and collection, nor does it include the provision of mobile telephone service, enhanced services and other not-regulated services.

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 interruption: means service outage, total failure, or complete loss of service due to a trouble condition in the facilities of a telecommunications service provider.

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.

Service provider: means any entity that offers a product or service to a customer, the charge for which appears on the bill of the billing agent. This definition shall include only providers that have continuing relationships with the end-user that will result in periodic charges on the end-user's bill, unless the service is subsequently canceled.

Service territory: means a geographic area served by a telecommunications service provider.

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

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

Suspension of service: means an arrangement made at the initiative of the TSP for temporarily discontinuing service without terminating the contract or removing the telephone service from the customer's premises.

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SECTION 1 - TERMS AND ABBREVIATIONS

Tariff: means all or any part of the body of rates, tolls, charges, classifications, and terms and conditions of service relating to regulated services offered, the conditions under which offered and the charges therefore, which have been filed with and approved by the Commission.

Telecommunications: means the transmission, between or among points specified by the user of voice or data information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications service provider: ("TSP") means all authorized providers of local exchange service, whether an incumbent LEC or a competitive LEC.

Telephone company or Company: means any person, firm, partnership, corporation, or other entity engaged in furnishing regulated local exchange telephone services under the jurisdiction of the Commission on July 1, 1995, pursuant to a Certificate of Convenience and Necessity or grandfathered authority.

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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

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.

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- 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.
- 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 As relates to the assignee or transferee, deposits may be required pursuant to Section 2.6 of this tariff.

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- 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.
- 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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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.

2.6 DEPOSITS AND INTEREST OAC 165:55-9-14

The Company will neither require nor accept customer deposits.

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).

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SECTION 2 - RULES AND REGULATIONS

- 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](#)
- 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 (888) 380-2721. 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\(d\)](#)

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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)

2.8 (RESERVED FOR FUTURE USE)

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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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)

2.16 DENIAL OR TERMINATION OF SERVICE

2.16.1 Service may be refused or terminated 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.
- (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.

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- (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

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.

2.17 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 to the end-user of the Company's intent to discontinue 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.

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- (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.
 - (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, which if allowed to continue, would present a high risk of financial loss to the company.
- 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.

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2.17.5 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.
OAC 165:55-11-12

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:

$$\text{Credit} = \frac{A \times B}{720}$$

“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.

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.

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- (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.

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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3.1 TANDEM SERVICE

- 3.1.1 Tandem Services are comprised of Transit and Access Services.
- 3.1.2 All facilities installed for provisioning Transit 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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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.

3.2 TRANSIT SERVICE

3.2.1 Transit Service allows an Originating Carrier to send local, non-Toll Service 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 O+ operator services.

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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3.2 TRANSIT SERVICE (Cont'd)

3.2.2. Reserved for Future Use

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-route 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.

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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 Reserved for Future Use
- 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 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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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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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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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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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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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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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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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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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 Affairs, 222 S. Riverside Plaza, Suite 2730, Chicago, IL 60606. Facsimile: (312) 506-0931.

A copy of each notice relating to an action, suit, proceeding or claim is to be sent simultaneously to the Telephone Company's Vice President Regulatory Affairs, 222 S. Riverside Plaza, Suite 2730, Chicago, IL 60606. Facsimile: (312) 506-0931.

- (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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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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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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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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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		ICB
4.1.2 Database Charge LNP Query - per query		ICB
4.1.3 Blocked Call Charge Per Blocked Call		ICB
4.1.4 Transit Dedicated Transport Facility Per DS1 - First 5 miles Per DS1 - Each additional mile		ICB ICB
4.1.5 Trunk Group Charge First trunk group Each additional trunk group		ICB ICB
4.1.6 Billing Records Charge, per market		ICB
4.1.7 Transit Service Non-Recurring Charges Per Market - Billing Records Change Per Service Order Fee: Per Reconfiguration: Install (per DS1)	ICB ICB ICB ICB	

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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		ICB
4.2.2	Tandem Switched Transport, per minute of use		ICB
4.2.3	Tandem Switched Facility, per minute of use per mile		ICB
4.2.4	Common MUX (DS3 to DS1), per minute of use		ICB
4.2.5	Database Charges		
	LNP Query - per query		ICB
	800 Query - per query		ICB
4.2.6	Blocked Call Charge		
	Per Blocked Call		ICB
4.2.7	Access Dedicated Transport Facility		
	Per DS1 First 5 miles		ICB
	Each additional mile		ICB
4.2.8	Dedicated Trunk Port Charge		
	Per DS1 Port		ICB
4.2.9	Trunk Group Charge		
	First trunk group		ICB
	Each additional trunk group		ICB
4.2.10	Multiplexing, per DS3,		ICB
4.2.11	Access Service Non-Recurring Charges		
	Per Service Order Fee:	ICB	
	Per Reconfiguration:	ICB	
	Install (per DS1)	ICB	

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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	ICB	
Subsequent	ICB	
Augment	ICB	
4.3.2 Engineering and Implementation		
Initial Arrangements	ICB	
Subsequent Arrangements	ICB	
Cage Expansion and Additional Cable	ICB	
Additional Cabling	ICB	
Power Augment Only	ICB	
Cabling Plus Equipment – Cageless	ICB	
Cabling Only – Cageless	ICB	
4.3.3 Site Survey/Report		
Per request	ICB	
4.3.4 SAC Cable and Frame Termination		
DS1 - Per 28 – DCS	ICB	
DS1 - Per 28 – DCS		ICB
Per DS3/STS-1 – DSX	ICB	
Per DS3/STS-1 – DSX		ICB
4.3.5 Land and Building		
25 Square Feet		ICB
100 Square Feet		ICB
300 Square Feet		ICB
Additional 20 Square Feet		ICB

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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		ICB
4.3.7	Escorting		
	Per technician, per 1/4 hour or fraction	ICB	
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	ICB	
4.3.9	DC Power		
	Per number of load amps requested		ICB
4.3.10	DC Power Feed Augment		
	Load Amp Augment Per Collocation Arrangement	ICB	
	Over Current Protector Augment Per Feed	ICB	
4.3.11	Shelf, Bay		
	Installation - Per shelf	ICB	
	Per quarter equipment bay or fraction thereof		ICB

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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.

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