

**CHICKASAW LONG DISTANCE COMPANY, INC.**

**Private Line Services Tariff**

Title Page

This tariff sets interstate rates and rules applicable to the provision of interstate common carrier telecommunications services by the Chickasaw Long Distance Company which are provided to the general public pursuant to a generally applicable tariff. This tariff does not apply to private carriage, carrier to carrier contracts, or other non-common carrier services.

Chickasaw Long Distance Company, Inc.

Located in

Sulphur, Oklahoma

Private Line Services Tariff

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### 1. DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

Authorized User - A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

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

Company - Any of the concurring, connecting, or other participating carriers joining in this tariff.

Customer - The person, firm or corporation which orders interstate common carrier service pursuant to this tariff and is responsible for the payment of charges and compliance with the Company's regulations. Customer includes joint and authorized users.

Dedicated Access - An arrangement whereby a Customer or other common carrier uses a dedicated private line facility to access the Company's network.

Duplex Service - Service which provides for simultaneous transmission in both directions.

End Office - The term "end office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

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 multiple internal reflections to a receiver, which translates the message.

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

Joint User - A person, firm or corporation which is designated by the Customer as a user of Chickasaw Long

Distance Company furnished to the Customer and to whom a portion of the charges for the service will be billed under

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a joint user arrangement as specified herein.

Kbps - Kilobits per second, denotes thousands of bits per second.

LEC - LEC (local exchange company) refers to the certificated local exchange carrier in an area.

Mbps - Megabits per second, denotes millions of bits per second.

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

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

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

User - An Authorized User, Customer or Joint User at whose Premises the Company furnishes interstate common carrier service pursuant to general tariff.

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### 2. GENERAL REGULATIONS

#### 2.1 Undertaking of the Company

##### 2.1.1 Scope

Chickasaw Long Distance Company consists of the furnishing of interstate common carrier communications services pursuant to this general tariff offering of service to the general public. Interstate common carrier communications provided pursuant to this tariff are subject to the General Regulations stated in this Section 2. The Company may, from time to time and in particular circumstances, waive or modify these General Regulations for particular Customers.

##### 2.1.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, including facilities the Company may obtain from other carriers, to furnish service from time to time as required at the sole discretion of the Company.

##### 2.1.3 Liability of the Company

The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God,

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fire, flood or other catastrophes; any law, order,

regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others caused or claimed to have been caused directly or indirectly by the installation, operation failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be

limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or

joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Company's willful misconduct or negligence.

The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Chickasaw Long Distance Company.

The Company shall be indemnified and held harmless by the Customer against:

- (1) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material transmitted over the Company's facilities; and
- (2) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
- (3) All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

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The Company shall be indemnified and held harmless from any and all loss, claims, demands, suits, or other action, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to, or death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use that is not the direct result of the Company's negligence. No agents or employees of other carriers shall be deemed to be agent or employees of the Company.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service, and not caused by the negligence of the Company, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period during which the private line service was affected. No other liability shall in any case attach to the Company.

The Company and/or Customer shall not be liable to the other for any failure of performance due to causes beyond its control including fire, flood, epidemic, earthquake, other acts of God, explosion, strike or other labor disputes, riot or civil disturbance, war (whether declared or undeclared) or armed conflict, failure of common carrier or "carrier's carrier" or municipal ordinance, any state or federal law, governmental order or regulation or order of any court, or any other occurrence not within the control of Carrier or Customer, as the case may be.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.



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### 2.1.4 Claims

Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "Claims") arising from the use of the services pursuant to this tariff involving (1) Claims of third parties, including patrons or Customers of Customer, arising out of, resulting from, or related to use of the Services; (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the Services; (3) Claims for patent infringement arising from combining or using the fiber optic facilities and equipment furnished pursuant to this Agreement in connection or in combination with facilities or equipment not furnished by Company; and (4) All other Claims arisen out of any act or omission of Customer, or Customers or patrons of Customer, in connection with the Services made available to Customer pursuant to this Agreement. Customer agrees to defend Company against any such Claim and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments and any damages awarded or resulting from any such Claim.

### 2.1.5 Testing, Maintenance and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by Company. Company will charge Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by Company.

### 2.1.6 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's

regular business hours or in hazardous locations. In such cases, charges based on not less than the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to,

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weekends, holidays, and/or night hours, additional

charges may apply.

2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by Company hereunder.

2.1.8 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.1.9 Governmental Authorizations

The provision of Chickasaw Long Distance Company is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

2.1.10 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer,

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or in any other manner dispose of, any of its rights,  
privileges, or obligations under this tariff, and any

attempt to make such an assignment, transfer,  
disposition without consent shall be null and void.

## 2.2 Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company's offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a Customer to immediately cease its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any of facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company,

without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

## 2.3 Obligations of the Customer

### 2.3.1 Customer Responsibilities

The Customer shall pay all applicable charges as set forth in this tariff.

The Customer is responsible for any damage to or loss

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of the Company's facilities or equipment caused by the acts or omissions of Customer, authorized user, or joint user, or the non-compliance by the Customer,

authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

Customer shall arrange access to any of the rights-of-way, conduit and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore Services after interruption, it may be necessary to provide the access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance under Section 2.6 will be made for the period during which service is interrupted for such purposes.

The Customer shall make available to Company such space, power, environmental conditioning and other resources at Customer's premises as Company shall request for the provision of Chickasaw Long Distance Company hereunder.

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Customer shall provide a safe place to work which complies with all laws and regulations regarding the working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing fiber optic cable or other facilities and equipment.

Customer shall provide the necessary equipment space, conduit, electrical, power and suitable environmental conditions required to provide the Services, as specified by Company, at each Customer termination point, without charge or cost to Company. Customer agrees to take good care of premise equipment and building wiring provided by Company as part of the Services. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in Customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for ensuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by Customer to comply with lease or other contractual obligations to which Customer is a party.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

### 2.4 Customer Equipment and Channels

#### 2.4.1 In General

A Customer may transmit or receive information or signals via the services provided by the Company.

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### 2.4.2 Station Equipment

Customer provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.

The Customer, authorized user, or joint user is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons.

### 2.4.3 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Chickasaw Long Distance Company and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Chickasaw Long Distance Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

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### 2.4.4 Interconnection Provisions

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

### 2.4.5 Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth in Section 2.4.2, Section 2.4.3, and Section 2.4.4 for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company owned facilities and equipment.

If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

## 2.5 Payment Arrangements

### 2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users.

### 2.5.2 Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, bypass or other Local, State and Federal taxes, charges or surcharges, however

designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes shall be separately

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stated on the applicable invoice.

2.5.3 Service Date

At such time as Company completes installation or connection of the necessary facilities and/or equipment to provide Chickasaw Long Distance service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests Company shall notify Customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for billing.

2.5.4 Billing and Payment of Charges

The Customer is responsible for payment of all charges incurred by the Customer or users for services and facilities furnished to the Customer by the Company. Non-recurring installation charges are billed in arrears and are due and payable no later than thirty (30) days after the date of the invoice to the Customer.

Recurring charges shall be billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice.

Billing starts on the day after the Company notifies the Customer that the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

If any portion of the payment is received by the Company after the payment date as set forth herein preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late payment factor. The late payment factor shall be the lesser of:

- (A) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company, or



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(B) 0.000493 per day, compounded daily for the number

of days from the payment date to and including the date that the Customer actually makes the payment to the Company.

Customer agrees to review each invoice promptly and to notify Company of any discrepancies within 45 days of receipt of each invoice.

In the event that Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, Company shall be entitled to make a reasonable estimate of Customer's usage of Services in the period in question for billing purposes.

2.5.5 Deposits

To safeguard its interests, before a service is furnished, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.6 Term

The minimum term for any Chickasaw Long Distance Company service shall not be less than one (1) month, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services.

2.5.7 Discontinuance of Service

If Customer fails to pay timely any amount required and such failure continues for ten (10) days after written notice thereof to Customer, or if the Customer fails to comply with any other provision of this tariff and such noncompliance continues for thirty (30) days after written notice thereof to Customer, then, as to the applicable services, Company at its sole option may elect to pursue one or more of the following courses of action: (i) require immediate payment of all future payments for service hereunder (discounted to present value at 9%), (ii) discontinue existing services,

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suspend existing services, or refuse to accept orders

for additional services, and/or (iii) pursue any other remedies as may be provided at law or in equity.

Company shall incur no liability for such discontinuance, suspension or refusal to accept orders.

If all or any significant portion of the fiber optic or other facilities or associated equipment used to provide the Services to Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Company shall be entitled to elect to terminate service upon written notice to Customer.

If all or any significant portion of the fiber optic or other facilities or associated equipment used to provide the Services to Customer shall, in Company's judgment, be made inoperable and beyond economically or technologically feasible repair, Company shall promptly inform Customer thereof in writing and Company shall be entitled to elect to terminate service. Any repairs shall be at Company's sole expense, except that if such casualty is caused by the willful misconduct or negligence of Customer or by Customer's noncompliance with its obligations under this Agreement, then such repairs shall be at Customer's expense.

Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefor within the time permitted by law, the Company may immediately discontinue or suspend service under this tariff without incurring any liability.

Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available at law or in equity or

under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

#### 2.5.8 Fractional Charges

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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### 2.5.9 Applications for Service

Service is installed and provided upon acceptance by the Company of its standard service contracts completed by the Customer.

### 2.5.10 Cancellation of Application for Service

Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where the Company incurs any expense in connection with special arrangement, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, material, the cost of installation, engineering, labor, supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

The special charges described above will be calculated and applied on a case-by-case basis.

### 2.5.11 Moves, Adds and Changes

Upon receipt of written notice from Customer, Company will add, delete or change locations or features of specific lines and equipment. Company shall charge Customer a non-recurring charge for such service.

### 2.6 Allowances for Interruptions in Service

A credit allowance will be given on a per line basis for any period during which any line subscribed to by Customer hereunder and/or, if applicable, Company provided station equipment attached thereto is out of service, except as specified below. Out of Service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. An interruption period begins when Customer reports a malfunction in service to Company. A malfunction

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period ends when the affected line and/or associated station equipment is fully operative.

A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished under this tariff by Company. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

Two or more service interruptions of the same type to the same line/equipment of 2 hours or more during any one 24-hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any 24-hour period.

Credit allowances for monthly recurring charges shall be calculated as set forth in the following section.

2.6.1 Interruptions of 24 Hours or Less for Digital Transmission Services

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 minutes	None
30 min - 2 hr 59 min	1/10 day
3 hr - 5 hr 59 min	1/5 day
6 hr - 8 hr 59 min	2/5 day
9 hr - 11 hr 59 min	3/5 day
12 hr - 14 hr 59 min	4/5 day
15 hr - 24 hours	one day

2.6.2 Limitations on Credit Allowances

No credit allowances will be made for:  
Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

Interruptions of service due to the failure or malfunction of facilities, power or equipment provided

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by the Customer, authorized user, joint user, or other  
common carrier providing service connected to the

service offered by the Company;

Interruptions of service during any period in which the  
Company is not given access to the premises at which  
the Company provided service is interrupted or  
terminated;

Interruptions of service that occur or continue due to  
the Customer's failure to authorize replacement of any  
element of special construction;

Interruptions of service during any period when the  
Customer, authorized user, or joint user has released  
service to the Company for maintenance purposes or for  
implementation of a Customer order for a change in  
service arrangements.

## 2.7 Joint Use Arrangements

Joint use arrangements will be permitted for all  
services offered pursuant to this tariff.

From each joint use arrangement, one member will be  
designated the Customer responsible for the manner in

which the joint use of the service will be allocated.  
The Company will accept orders to start, rearrange,  
relocated, or discontinue service only from this  
Customer. Without affecting the Customer's ultimate  
responsibility for payment of all charges for the  
service, each joint user shall be responsible for the  
payment of the charges billed to it.

## 3. SERVICE DESCRIPTIONS

### 3.1 General

Chickasaw Long Distance Company provides the following  
digital transmitted services. Each service is offered  
independently; however, service may be ordered  
individually or in combination. Each service is  
offered via the Company's facilities for the full-  
duplex transmission of one-way and two-way  
communications, unless otherwise noted.

DS-3	44.736 Mbps/STS-1	51.84 Mbps
DS-1	1.544 Mbps/VT-1.5	1.728 Mbps
DS-0	Voice Grade	
	64 Kbps	

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56 Kbps  
19.2 Kbps  
9.6 Kbps

4.8 Kbps  
2.4 Kbps

3.1.1 Type I Channels

Type I digital channels are provided where both end-points of a channel are served by the Company's network. Type I Channels are offered at 44.736 Mbps, 51.84 Mbps, 1.544 Mbps, 1.728 Mbps, and DS0.

3.1.2 Type II Channels

Type II digital channels are provided where at least one end-point of a channel is served by the network of an entity with whom the Company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity.

3.1.3 DS3 Service

DS3 service is a Digital Transmission Service operating at 44.736 Mbps. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps  $\pm$  20 ppm  
Line Code: Bipolar with three-zero substitution  
Test Load: 75 ohms resistive  $\pm$  5 percent  
Power Levels: For an all-ones transmitted pattern, the power in a 2 Khz band about 22.368 Khz shall be -1.8 to +5.7 dBm and the power in a 2 Khz band about 44.736 Mhz shall be at least 20 Db below that in a 2 Khz band about 22.368 Khz. NOTE: The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 Khz bands.

3.1.3.1 STS-1 Service

STS-1 service is a SONET transmission service operating at 51.84 Mbps. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Code: B3ZS, SONET Scrambled

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Pulse Shape: Same as DS-3, per TA-TSY-000499  
normalized to 51.84 Mbps  
Impedance: 75 OHMS  $\pm$  5%  
Connectors: BNC

Distance to  
Crossconnect: 450 feet maximum  
Equalization: Option switches  
Cable Type: AT&T 728-A or equivalent

SPECIFICATIONS:

The International Telephone and Telegraph Consultative Committee (CCITT), - International Standard Synchronous Digital Hierarchy (SDH) and American National Standard - Synchronous Optical Network (SONET). SONET ultimately will permit an optical midspan meet in a multivendor environment.

American National Standard (ANS) defines the following:

- Optical Parameters (ANSI T1.106-198)
- Electrical Parameters (ANSI T1.106-199)
- Line Rate STS-1 = 51.84 Mbps

3.1.4 DS1 Service

DS1 service is a Digital Transmission Service furnished by the Company at 1.544 Mbps. Interconnections to DS1 channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 1.544 Mbps  $\pm$  50 ppm  
Line Code: For AMI: bipolar with at least 12.5% average ones density and no more than 15 consecutive zeros; For BZS: no minimum density of ones and no consecutive zeros limit.

Test Load: 100 ohms resistance

Pulse Shape: The pulse amplitude shall be between 2.4 and 3.6 volts.

Power Levels: For an all-ones transmitted pattern, the power in a 2 Khz band about 772 Khz shall be 12.4-18.0 dBm and the power in a 2 Khz band about 1544 Khz shall be at least 29 dB below that in a 2 Khz band about 771 Khz. [NOTES: (1) Recommended for new equipment: The power in a 2 Khz band about 772 Khz shall be 12.6-17.9 dBm. CCITT requirements: The power in

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a 3 Khz band about 772 Khz is 12.0-19.0 dBm. (2) CCITT requirements: The power in a 3 Khz band about 1544 Khz shall be at least 25 dB below that in a 3 Khz

band about 772 Khz.

Pulse

Imbalance: There shall be less than 0.5 dB difference between the total power of the positive pulses and the negative pulses.

3.1.4.1 VT-1.5 Service

VT-1.5 Services is a SONET digital transmission service operating at 1.728 Mbps and interconnections to such channels and equipment interfacing to such channels

shall be multiplexed from a STS-1 channel at the 1.728 Mbps line rate.

Definition Notes: VT = Virtual Tributary - A structure designed for transport and switching of a Sub DS-3 Payload.

VT-1.5 = A 1.728 Mbps Virtual Tributary.

SPECIFICATIONS:

The International Telephone and Telegraph Consultative Committee (CCITT), - International Standard Synchronous Digital Hierarchy (SDH) and American National Standard - Synchronous Optical Network (SONET). SONET ultimately will permit an optical midspan meet in a multivendor environment.

American National Standard (ANS) defines the following:

- Optical Parameters (ANSI T1.106-198)
- Electrical Parameters (ANSI T1.106-199)
- Line Rate VT-1.5 = 1.728 Mbps

3.1.5 DS0 Service - Voice Grade

Chickasaw Long Distance will provide DS0 Voice Grade service according to the descriptions and specifications listed below.

3.1.5.1 DS0 Service - Voice Grade (Effective 2-Wire)

This provides a digital transmission channel capable of



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normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit.

3.1.5.2 DS0 Service - Voice Grade (Effective 4-Wire)

This provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech and duplex transmission of data converted to analog signals. At

the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 4-wire data-conditioned telephone circuit.

3.1.6 Digital DS0 Service

This provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configurations are available:

Low Speed DS0 Data Service provides a 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25. Provides a point-to-point, DDS-compatible full-duplex synchronous circuit operating at 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, or 19.2 Kbps, with error correction. Supports all DDS control codes. Secondary channel is supported. (Possible NCI Codes: 04DU5-24, 04DU5-48, 04DU5-96, 04DU5-19)

56 Kbps DS0 Data Service provides a 4-wire 135 ohm handoff. Other possible handoffs are S232/DB25, RS422/DB25, or V.35. provides a point-to-point, DDS compatible full-duplex synchronous circuit operating at 56 Kbps. No error correction is provided. Supports all DDS control codes. Optional secondary channel is supported. (Possible NCI Code: 04DU5-56)

64 Kbps DS0 Data Service provides a 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. provides point-to-point, 64 Kbps clear channel for a full-duplex synchronous data circuit. No error correction or in-band control codes are supported. (Possible NCI Code: 04DU5-64)

3.2 Optional Features and Functions

The Company will provide certain optional features and functions (i.e. multiplexing).

3.3 Individual Case Base (ICB) Arrangements

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The Company may, in response to a bona fide request from a Customer or potential Customer, develop a bid for services offered in this tariff, or a bid for a special service arrangement not currently offered by the Company. Prices quoted in response to such

requests may be different from those in effect in this tariff. An individual case base arrangement will be offered to the subscriber for acceptance in writing.

Such individual case base arrangements will specify among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service.

### 3.4 Special Construction

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction is undertaken:

- (A) where facilities are not presently available;
- (B) where the service is of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) where the service is in a quantity greater than that which the Company would normally provide;
- (E) where service is requested on an expedited basis;
- (F) where service is requested on a temporary basis until permanent facilities are available;
- (G) where the service requested involves abnormal costs; or,
- (H) where service is requested in advance of the Company's normal construction schedule.

## 4. RATE REGULATIONS

## Private Line Services Tariff

### 4.1 General

This section sets out regulations for the rates that are applied for the Chickasaw Long Distance Company purchased hereunder.

#### 4.1.1 Application of Rates

The tariffed interstate common carriage rates are contained in Section 5. The Company may institute volume and term arrangements which involve discounts on recurring charges, or discounts or waivers of non-recurring charges. Discounts based on volume, term, or promotional arrangements will be available on arrangement where the customer commits to a twelve (12) month contract or longer.

#### 4.2 Digital Transmission Service

Non-recurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Typically, three standard rate elements are used in calculating the monthly recurring rate for each service:

Channel Termination (CT): This rate element applies to each end-point of a digital channel. Different charges may apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection.

Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the end-points of the channel are located in geographic areas normally served out of separate Telephone Company end offices. Different charges may apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection.

Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of airline miles (Interoffice Mileage) between the two Telephone Company end offices which normally serve the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges may apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection.

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Optional features and functions are also available including:

Multiplexing Charge. This rate element applies where the Customer requests that its services be multiplexed onto higher bandwidth facilities for delivery to the Customer.

4.2.1 Type I Channels

Type I digital channels are provided where both end-points of a channel are served by the Company's network. Rates for Type I Channels are provided in Section 5 of this tariff.

4.2.2 Type II Channels

Type II digital channels are provided where at least one end-point of a channel is served by the network of an entity with whom the Company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the Company's facilities are based on the rates for the corresponding Type I Channel rates. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

5. RATES FOR ORDINARY INTERSTATE COMMON CARRIER SERVICES

5.1 Rates for DS3 Services/STS-1 SONET Services

Monthly Recurring Rates

Channel Termination (CT) (1)(2)	\$1,525.00
- Electrical	
- Optical	
Channel Mileage - Fixed (1)	\$ 650.00
Channel Mileage - Per Mile (1)	\$ 85.00

Nonrecurring Charges

Channel Termination (First)	\$ 500.00
Channel Termination (Add'l)	\$ 375.00

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(1) Discounts may be provided based on quantity and term of services ordered.

(2) If the Company has to utilize facilities of another carrier to terminate the service from the Company's point of presence to the Customer's premises the cost of those facilities will be passed through to the customer at cost plus a \$100.00 monthly interconnection charge.

5.2 Rates for DS1 Services/VT1.5 SONET Services

Monthly Recurring Rates

Channel Termination (CT) (1)(2)	\$125.00
Channel Mileage - Fixed (1)	\$ 50.00
Channel Mileage - Per Mile (1)	\$ 11.50

Nonrecurring Charges

Channel Termination (First)	\$250.00
Channel Termination (Add'l)	\$190.00

(1) Discounts may be provided based on quantity and term of services ordered.

(2) If the Company has to utilize facilities of another carrier to terminate the service from the Company's point of presence to the Customer's premises the cost of those facilities will be passed through to the customer at cost plus a \$50.00 monthly interconnection charge.

5.3 Rates for DS0 Services

5.3.1 Effective 2-wire DS0 Service (Voice Grade)

Monthly Recurring Rates

Channel Termination (CT)	\$ 30.00
Channel Mileage - Fixed	\$ 35.00
Channel Mileage - Per Mile	\$ .75

Nonrecurring Charges

Channel Termination (First)	\$200.00
Channel Termination (Add'l)	\$150.00

5.3.2 Effective 4-wire DS0 Service (Voice Grade)

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Monthly Recurring Rates

Channel Termination (CT)	\$ 40.00
Channel Mileage - Fixed	\$ 35.00
Channel Mileage - Per Mile	\$ .75

Nonrecurring Charges

Channel Termination (First)	\$200.00
Channel Termination (Add'l)	\$150.00

5.3.3 Low Speed DS0 Data Service

5.3.3.1 2.4 kbps Data Service

Monthly Recurring Rates

Local Channel	\$ 30.00
Mileage Charges:	
Fixed Rate	\$ 45.00
Per Mile	\$ .65

Nonrecurring Charges

Channel Termination (First)	\$150.00
Channel Termination (Add'l)	\$125.00

5.3.3.2 4.8 kbps Data Service

Monthly Recurring Rates

Local Channel	\$ 30.00
Mileage Charges:	
Fixed Rate	\$ 45.00
Per Mile	\$ .65

Nonrecurring Charges

Channel Termination (First)	\$150.00
Channel Termination (Add'l)	\$125.00

5.3.3.3 9.6 kbps Data Service

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Monthly Recurring Rates

Local Channel	\$ 55.00
Mileage Charges:	
Fixed Rate	\$ 45.00
Per Mile	\$ .65

Nonrecurring Charges

Channel Termination (First)	\$150.00
Channel Termination (Add'l)	\$125.00

5.3.3.4 19.2 kbps Data Service

Monthly Recurring Rates

Local Channel	\$ 64.00
Mileage Charges:	
Fixed Rate	\$ 47.50
Per Mile	\$ .70

Nonrecurring Charges

Channel Termination (First)	\$150.00
Channel Termination (Add'l)	\$125.00

5.3.4 High Speed DS0 Data Service (56 kbps, 64 kbps)

Monthly Recurring Rates

Channel Termination (CT)	\$ 75.00
Channel Mileage - Fixed	\$ 50.00
Channel Mileage - Per Mile	\$ .75

Nonrecurring Charges

Channel Termination (First)	\$150.00
Channel Termination (Add'l)	\$125.00

5.4 Rates for Optional Features and Functions

Monthly Recurring Rates

DS3 to DS1 Multiplexing	\$600.00
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STS-1 to VT1.5 Multiplexing	\$600.00
DS1 to DS0 Multiplexing	\$160.00

Nonrecurring Charges (1)

DS3 to DS1 Multiplexing	\$125.00
STS-1 to VT1.5 Multiplexing	\$125.00
DS1 to DS0 Multiplexing	\$100.00

(1) Nonrecurring charges will be waived if the multiplexing equipment is installed with the initial installation of the circuit.

**6. RATES FOR INDIVIDUAL CASE BASIS ARRANGEMENTS AND SPECIAL CONSTRUCTION**

6.1 Explanation of Rates

The following pages present the rates charged for Individual Case Basis services and Special Construction services which are provided on an interstate common carrier basis.

No Section 6 rates currently proposed.