

Competitive Access Services Tariff

Cause No. PUD 200500456
Order No. 514693
Tracking No.

2nd Revised Sheet 1
Replacing 1st Revised Sheet 1

COMPETITIVE ACCESS SERVICES

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COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A. The Company does not undertake to transmit messages but furnishes the use of its services to its customers for telecommunications.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides. Company facilities are to be used only for Company provided services or equipment.
- C. The Company shall, for maintenance purposes, test its services only to the extent necessary to detect and/or clear trouble.
- D. Services are provided 24 hours daily, seven days per week.
- E. The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- F. Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company.
- G. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff and specifically referenced technical publications.

2.1.2 Limitations

- A. The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations.
- B. Competitive Access Services under this tariff is subject to the availability of facilities.

COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.3 Liability

- A. The Company's liability for its willful misconduct, if any, is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (G) following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for a service interruption.
- B. The Company shall not be liable for any act or omission of any customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any customer providing a portion of a service.
- C. The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- D. When a customer is provided service under this tariff, the Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this tariff, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
 - (2) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer; or
 - (3) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.

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COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.3 Liability (Continued)

- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the customer's use of the services so provided.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control. However, credit allowance for service interruptions as specified in 2.4.5 (Credit Allowance for Service Interruptions) will apply.

2.1.4 Provision of Services

- A. The Company will provide to the customer, upon reasonable notice, services offered in this tariff at the specified rates and charges, to the extent that such services are or can be made available with reasonable effort.

In the event that the customer's request cannot be fulfilled with existing facilities and equipment or the request is not consistent with the Company's filed tariffs and technical references contained therein, alternative designs may be provided by the Company. Additionally, the Company will work with the customer to reach an agreeable solution.

The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. (AT)
(AT)

- B. The services in this tariff will be provided as follows:
 - 1. The service will include any entrance cable or drop wiring and wiring or as set forth in Part 68 of the F.C.C.'s Rules and Regulations.
 - 2. The service will be installed by the Company to such point of termination.

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2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Provision of Services (Continued)

- C. Except as provided for equipment and systems subject to F.C.C. Part 68 Regulation at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business:
 - 1. Substitute, change or rearrange any facilities used in providing service under this tariff.
 - 2. Change minimum network protection criteria;
 - 3. Change operating or maintenance characteristics of facilities; or
 - 4. Change operations or procedures of the Company.
- D. In case of any such substitution, change or rearrangement as described in (C) preceding, the facility parameters will be within the range as set forth in this tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification requirements.

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2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Provision of Services (Continued)

- E. The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, but affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine the notification requirements.
- F. The Company will work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.5 Operation and Maintenance

A. Maintenance of Service

The services provided under this tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

B. Availability of Testing

The services provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.5 Operation and Maintenance (Continued)

C. Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company, involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

The Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required, except as provided for equipment or systems subject to F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of services as set forth in 2.4.5 (Credit Allowance for Service Interruptions) is not allowed

COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.6 Refusal and Discontinuance of Services

A. The Company may refuse additional applications for service or discontinue the provision of services as set forth in (1) and (2) following, unless the provisions of 2.1.5(C) (Interference or Impairment) apply, when the customer fails to comply with:

- 2.1.5(A) (Maintenance of Service),
- 2.1.5(B) (Availability of Testing),
- 2.2.2 (Unlawful and Abusive Use),
- 2.3.3 (Damages),
- 2.4 (Billing Regulations) - including any payments to be made by the customer on the dates and times herein specified.

On thirty (30) days' written notice by Certified U.S. Mail (return receipt requested) to the person designated by that customer to receive such notices of noncompliance, the Company may:

1. Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncomplying customer without further notice; or
2. Discontinue the provision of the services to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying customer without further notice.

COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.7 Technical References

Upon request, the Company will furnish network interface information required by Part 68 of the F.C.C.'s Rules and Regulations.

2.2 Use

2.2.1 Assignment and Transfer of Facilities

- A. The customer may not assign or transfer (e.g., mergers, acquisitions, consolidations) the use of services provided under this tariff except, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - 1. Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 - 2. A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.
- B. In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer and such acknowledgment shall be made within fifteen (15) days from the receipt of notification. The assignee or transferee (new customer) shall provide to the Company the written release of the use of such services from the assignor or transferor (former customer). All regulations, conditions and applicable charges, as set forth in this tariff, shall apply to such assignee or transferee.
- C. The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.2 Use (Continued)

2.2.2 Unlawful and Abusive Use

- A. The services provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

1. The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or
 2. The use of the service in such a manner as to interface unreasonably with the use of the service by one or more other customers.
- B. The Company shall, upon written request from a customer or lawful authority, terminate service to any subscriber or customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls.
- C. In such instances when termination occurs, as in (B) preceding, the Company shall be indemnified, defended and held harmless by the customer or any other exchange telephone company or party against any claim, loss or damage arising from the Company's actions in terminating such service, unless caused by the Company's negligence.

2.3 Obligations of the Customer

2.3.1 Design of Customer Services

Subject to the provisions set forth in 2.1.4(C) and (D), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum network protection criteria, operating or maintenance characteristics of the facilities.

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2. GENERAL REGULATIONS (Continued)

2.3 Obligations of the Customer (Continued)

2.3.2 Equipment, Space and Power

The customer shall furnish, or arrange to have furnished, to the Company, at no charge, an environment conducive to the operation of equipment, as well as the space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing services of the Company.

COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.3 Obligations of the Customer (Continued)

2.3.3 Damages

The customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. Upon reimbursement for damages, the Company will cooperate with the customer in prosecuting a claim against the person causing such damage. The customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.4 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims and losses or damages, including punitive damages, attorneys fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the customer's circuits, facilities or equipment connected to the Company's services provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the customer to obtain or maintain, in effect, any necessary certificates, permits, licenses or other authority to acquire or operate the services provided under this tariff. However, the foregoing indemnification shall not apply to suits, claims and demands to recover damages for damage to property, death or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.4 Billing Regulations

2.4.1 Advance Payments

A customer may be required to pay in advance a portion of the estimated installation or construction costs where the provision of facilities involve an unusual investment. The amount of the advance payment will be credited to the customer's account as applying to the indebtedness of the customer for the services and facilities provided.

2.4.2 Deposits

The Company may, in order to safeguard its interest only, require a customer to make a deposit, prior to or at any time after the provision of a service to the customer, as a guarantee of the payment of rates and charges. Such deposit will be held by the Company. The deposit for Competitive Access Services may not exceed the rates and charges for a one month period. The deposit may also include the amount for any termination charges attributable to the service. The fact that a deposit has been made in no way relieves the customer from complying with the Company's regulations which pertain to advance payments or the prompt payment of bills nor does it constitute a waiver or modification of the regular practices of the Company which provide for the discontinuance of the facilities for nonpayment of any sums due the Company for facilities provided.

Simple interest will be paid in accordance with the "Rules and Regulations Applying to All Customers' Contracts" section of the General Exchange Tariff. The interest rate shall be equal to the current interest rate established by the Director of the Public Utility Division for deposits held more than one year.

2.4.3 Payment of Rates and Charges

For services provided under this tariff, the Company will bill in the following manner:

- Charges or credits due to the customer for services established or discontinued during the preceding billing period will be billed on a current basis,
- Recurring rates and charges for services to be provided during the next billing period will be billed in advance, and
- Usage charges and charges associated with services provided to the Federal Government will be billed in arrears.

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2. GENERAL REGULATIONS (Continued)

2.4 Billing Regulations (Continued)

2.4.3 Payment of Rates and Charges (Continued)

All bills are due when rendered (i.e., 30 days after or by the next bill date, as set forth in (A) following). If the payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:

- If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or fraction thereof based on a 30 day month.

A. Past Due Charges

Bills are considered past due 30 days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds.

If the entire amount billed, exclusive of any amount disputed by the customer, is received by the Company after the payment date 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 charge may apply to the unpaid balance. The late payment charge will be equal to the lesser of:

1. the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or
2. 0.000657 per day compounded daily and applied for each month or portion thereof that an outstanding balance remains.

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COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.4 Billing Regulations (Continued)

2.4.4 Minimum Periods

The minimum period for which service is provided and for which rates and charges are applicable is 30 days.

When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.

2.4.5 Credit Allowance for Service Interruptions

A. General

Service is considered to be interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or the protective controls applied by the Company, result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall not exceed:

1. The applicable monthly rate,

For calculating credit allowances, every month is considered to have 30 days.

B. When a Credit Allowance Applies

Credit allowance applies in case of an interruption to any service that is not due to the negligence of the customer.

In addition, Credit Allowance for Service Interruptions also apply when service is interrupted due to labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.4 Billing Regulations (Continued)

2.4.5 Credit Allowance for Service Interruptions (Continued)

B. When a Credit Allowance Applies (Continued)

A credit allowance for service interruptions applies to the following Competitive Access Services: Voice Grade Service, MegaLink Data Service, High Capacity Service.

No credit shall be allowed for an interruption period of less than 30 minutes. For each period of 30 minutes, or fraction thereof, that the interruption continues after the initial 30 minute outage, the customer will be credited at the rate of 1/1440 of the monthly charges.

In any month, as a result of the interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element.

For two-point services, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., two channel terminations, channel mileage and optional features and functions).

For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a channel termination per customer premises, channel mileage and optional features and functions).

COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.4 Billing Regulations (Continued)

2.4.5 Credit Allowance for Service Interruptions (Continued)

C. When a Credit Allowance Does Not Apply

Credit allowances will not be made for the following:

1. Interruptions caused by the negligence of the customer.
2. Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. When the Company and the customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit allowance does not apply during the negotiated time of release. Thereafter, a credit allowance as set forth in (A) and (B) preceding does apply.
5. Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction to set forth in Section 3. The period for which no credit allowance is made begins on the seventh day after the customer receives the Company's written notification of the need for such replacement and ends on the day after receipt of the written authorization for such replacement.
6. Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
7. An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

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2. GENERAL REGULATIONS (Continued)

2.4 Billing Regulations (Continued)

2.4.5 Credit Allowance for Service Interruptions (Continued)

D. Use of An Alternative Service Provided by the Company

Should the customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

E. Temporary Surrender of a Service

In certain instances, the customer may be requested to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be determined in the same manner as a credit for service interruptions as set forth in (A) preceding.

COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.5 Definitions

ASYNCHRONOUS - Denotes the transmission of data that is not related to a specific frequency or to the timing of the transmission facility. The data transmission is characterized by individual characters, encapsulated with start and stop bits, from which a receiver derives the necessary timing for sampling bits and start/stop transmission.

CENTRAL OFFICE - Denotes a local Company switching system where Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL(S) - Denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination, or between a point of termination and a Company switch.

MEGALINK DATA CHANNEL - Denotes a channel for the digital transmission of synchronous serial data at rates of 56 kbps.

MERGER - Denotes the union of two or more interests or corporations.

MULTIPOINT SERVICE - Denotes the connection of three or more customer designated premises through a Company Hub.

SHORTAGE OF FACILITIES OR EQUIPMENT - Denotes a condition which occurs when the Company does not have appropriate cable, switching capacity, bridging, or multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

(CT) COMPANY - Southwestern Bell Telephone, L.P., d/b/a AT&T Oklahoma

THROUGHPUT - Denotes the amount of information that can be moved through an access termination to and from a customer's premises during a specified time interval. Throughput is categorized as either high, medium or low--depending upon the transmission speed.

COMPETITIVE ACCESS SERVICES

2. GENERAL REGULATIONS (Continued)

2.5 Definitions (Continued)

TRANSMISSION PATH - Denotes an electrical path capable of transmitting signals within the range of the service offering. A voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

TWO-POINT SERVICE - Denotes the connection of two customer designated premises, either on a directly connected basis or through a hub.

TWO-WIRE TO FOUR-WIRE CONVERSION - Denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire facility.

V AND H COORDINATES METHOD - Denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical (V) and horizontal (H) coordinates of the two points as described in National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4 (NECA Tariff F.C.C. No. 4).