

Cookson Hills Connect, LLC

TITLE SHEET

TERMS OF SERVICE

OF

Cookson Hills Connect, LLC
1002 E. Main St.
Stigler, OK 74462
(800)328-2368

Pursuant to OAC 165:55 – TELECOMMUNICATIONS SERVICES RULES – &
OAC 165:56 – RESELLERS OF INTEREXCHANGE TELECOMMUNICATIONS SERVICES

Cookson Hills Connect, LLC
Juli Orme, CEO
1002 E. Main, PO Box 539
Stigler, OK 74462

Cookson Hills Connect, LLC

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APPLICABILITY

These Terms of Service contain 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 Cookson Hills Connect, LLC (the “Company”) within the State of Oklahoma.

ACCESSIBILITY

These Terms of Service are accessible at the Company's principal place of business:

Cookson Hills Connect, LLC
1002 E. Main St.
Stigler, OK 74462
(800) 328-2368

These Terms of Service are also available for viewing on the Company’s website at:
www.cooksonhillsconnect.com

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SECTION 1 - TERMS AND ABBREVIATIONS

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

"Company" means the company referred to on the title page hereof, unless otherwise indicated by the context.

"Customer" means any person, firm, partnership, cooperative corporation, corporation, or lawful entity, receiving service from the Company.

"Delinquent" means a payment for a billing for services to be provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

"Directory" means the published listing of all telephone numbers, other than those requested by the end user not to be published, for all end users in a service area regardless of the local exchange telecommunications service provider selected by the end-user.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 reseller for permanently discontinuing service by terminating the contract and/or removing the telephone service from the end-user's premises.

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

"Exchange" means a geographic area established by the Company and approved by the Commission for the administration of voice telephone service in a specified area which usually embraces a city, town, or village and its environs.

"FCC" means the Federal Communication Commission.

"Individual Case Basis" ("**ICB**") means a condition in which the rates and charges for an offering are developed based on the circumstances of each customer.

"Local Exchange Service" means a switched and/or dedicated telecommunications service that 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 initial tariff shall determine whether the call is

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a local exchange service.

“OAC” means the Oklahoma Administrative Code.

"Oklahoma Corporation Commission ("OCC" or "Commission")" means the regulatory body charged with the duty of supervising, regulating, and controlling all transportation and transmission companies doing business in this State by the Constitution of the State of Oklahoma and the laws of the State of Oklahoma.

"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.

"Underlying Carrier" means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS

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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.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein in accordance with these Terms of Service. 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, subject to the limitations as set forth herein.
- 2.1.4 The Company will meet service standards within the terms and conditions of service stated within these Terms of Service.
- 2.1.5 The Company will match the Wide Area Calling Plans ("WACPs") of its underlying providers in compliance with OAC 165:55-13-10.1.
- 2.1.6 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.

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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 hereof.
- 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 these Terms of Service, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Oklahoma.
- 2.2.5 All facilities provided hereunder 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 herein 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,

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(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 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.

2.3.3 All regulations and conditions contained herein 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.

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- 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(s) may be denied for nonpayment of charges or for other violations of these Terms of Service.

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 hereunder, 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.

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- 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

The Company shall not require or accept 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 or OAC 165:56-10-2, as applicable.
- 2.7.2 The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3 Unless otherwise authorized by the Commission, bills shall be payable immediately upon receipt and past due fifteen (15) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill.
- 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.

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- 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 (800) 328-2368. 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
2101 N. Lincoln Blvd. Suite 580
P.O. Box 52000
Oklahoma City, OK 73152-2000
(405) 521-2331 (800) 522-8154
8:00 a.m. to 4:30 p.m. Monday through Friday, excluding State holidays

- 2.7.6 Customer notice of a rate increase shall comply with OAC 165:55-5-11 or OAC 165:56-5-12, as applicable.

2.8 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.

- 2.8.1 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).
- 2.8.2 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).

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2.8.3 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.

2.9 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.

2.10 INSTALLATION AND TERMINATION

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

2.11 PAYMENT FOR SERVICE

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 or terms of service 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.

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

2.12 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 \$50.00.

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2.13 CANCELLATION OF SERVICE BY CUSTOMER

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

2.14 INTEREXCHANGE INTERCONNECTION FOR RESALE

Service(s) furnished by the Company may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the terms, rates and conditions of the underlying carrier. The Customer may be responsible for charges billed by the underlying carrier(s) for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.15 DENIAL OR TERMINATION OF SERVICE

2.15.1 Service may be refused or terminated for any of the following reasons:

- (A) Nonpayment of a bill for regulated telecommunications services within the period prescribed herein.
- (B) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's Terms of Service.
- (C) Use of telecommunications services in such a manner as to interfere with reasonable service to other Customers.
- (D) Refusal to permit the Company reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
- (E) 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.
- (F) Use of telephone service in such manner as to interfere with reasonable service to other end-users.

2.15.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

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2.16 DISCONNECTION AND NOTICE

- 2.16.1 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.
- 2.16.2 Notices of Disconnection or Notices of Suspension shall contain the following information:
- (A) The words "NOTICE OF DISCONNECTION" or "NOTICE OF SUSPENSION" or words with the same meaning, in print type larger than the print type of the notice text.
 - (B) Name, address, and telephone number of customer.
 - (C) Statement of reason for proposed disconnection or suspension of service.
 - (D) The date on or after which service will be disconnected or suspended unless appropriate action is taken.
 - (E) The telephone number in bold print of the Company where the customer may make an inquiry.
 - (F) Charges and procedures for reconnection or approved charges and procedures to avoid suspension.
 - (G) The address and telephone number of the Commission's Consumer Services Division in print size, which is smaller than the print size, used for the Company's telephone number.
 - (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

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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.

2.16.3 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.

2.16.4 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:

- (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.

2.16.5 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.

2.17 REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

Whenever service to any customer is inoperative, other than by reason of negligence, or willful act of the customer, or causes beyond the control of the Company, and remains inoperative for more than twenty-four (24) consecutive hours after being reported by the customer or having been found to be interrupted by the Company, the Company shall refund upon request of the customer the prorated part of that month's local exchange service charges

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and any regulated equipment charges for the period of days during which the telephone service was not provided. The refund may be accomplished by an identified credit, on the next bill for telephone service. The maximum credit during a single billing period shall not exceed the amount of local exchange service charges. There shall be no diminution of allowed message units where billing is on a message unit basis or for toll charges.

2.18 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.

2.19 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.

2.20 PROMOTIONS

The Company may offer promotional rates and/or terms and conditions of service for any purpose. Promotional offerings are not intended to replace any obligation of the Company to post the Terms of Service.

2.21 CUSTOMER SPECIFIC CONTRACTS

The Company may enter into customer-specific contracts for business services under ICB pricing, provided that the pricing is not predatory.

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SECTION 3 – DESCRIPTION OF SERVICES

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3.1 GENERAL

3.1.1 Exchange Service Areas

Local Exchange Services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent Local Exchange Carriers (“LECs”):

- (A) Southwestern Bell Telephone d/b/a AT&T Oklahoma;
- (B) Valor Telecommunications of Texas, LP d/b/a Windstream Communications Southwest;
- (C) Oklahoma Windstream, LLC; and
- (D) Windstream Oklahoma, LLC.

3.1.2 Residential and Business Services

Customers may subscribe to Services based on the type of Customer they are. Residential Services and features are for the use of Residential Customers and Business Services and features are for the use of Business Customers. Due to the varying usage and cost characteristics of each type of Service, Customers are restricted to subscribing to Services specifically for their Customer class.

3.2 UNLIMITED LOCAL RESIDENTIAL EXCHANGE LINE SERVICES

Unlimited Local Residential Exchange Line Services includes a single, voice-grade communications channel and telephone number, all inbound and outbound local and domestic long-distance usage. Domestic Long distance includes: the US (including Alaska and Hawaii), Canada, and the US territories within the North American Numbering Plan. Each Residential line includes a 10-digit local telephone number, directory listing, and Enhanced 911.

3.2.1 Unlimited Local Residential Exchange Line Rates and Charges

An Unlimited Local Residential Exchange Line Services Customer shall be charged applicable Non-Recurring Charges and Monthly Recurring Charges.

3.2.2 Unlimited Local Residential Exchange Line Features and Descriptions

- (1) Anonymous Call Rejection: *Enables a user to reject calls from anonymous parties who have explicitly restricted their Caller ID*
- (2) Call Block: *Block unwanted callers*
- (3) Call Forward Always: *Enables a user to redirect all incoming calls to another phone number*
- (4) Call Forward Busy Line: *Enables a user to redirect calls to another destination when an incoming call encounters a busy condition*
- (5) Call Forward Don't Answer: *Enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings*
- (6) Call Forward Not Reachable: *Redirects all incoming calls to a specified external number when the main device is not registered with the switch*
- (7) Call Forward Selective: *Enables a user to define criteria that causes certain incoming calls to be redirected to another destination*
- (8) Call Logs: *Available logs of calls placed or received*
- (9) Call Return: *Enables a user to call the last party that called, whether or not the call was answered*
- (10) Call Waiting: *Enables a user to answer a call while already engaged in another call*
- (11) Caller ID: *Enables the delivery of a caller's identity to a user*
- (12) Caller ID Delivery Blocking: *Enables a user to block delivery of his/her identity to the called party*
- (13) Do Not Disturb: *Allows users to set their station as unavailable so that incoming calls are given a busy treatment*
- (14) Find-Me (Simultaneous): *Alert to up to ten alternate locations, simultaneously, with your base location*
Follow-Me (Sequential): *Alert up to 5 alternate locations, one at a time, starting with your base location first*
- (15) Speed Dial: *Add frequently dialed numbers for quick and simple access*
- (16) 3-Way Calling: *Enables a user to make a three-way call with two parties, in which all parties can communicate with each other*
- (17) Voicemail: *Enables a caller to leave a voicemail if either a busy or no answer condition*
- (18) Voicemail to Email: *Enables a user to receive a copy of voicemails on up to 5 separate email locations*

3.3 UNLIMITED LOCAL BUSINESS EXCHANGE SERVICES AND FEATURES

3.3.1 Business Customers may order Services including, but may not limited to, the following:

Hosted Internet Protocol / Private Branch Exchange (“Hosted IP/PBX”) – Executive Unlimited: Hosted IP/PBX is a telephone exchange system built, delivered, and managed by the Company. Hosted IP/PBX is an IP-based telephony solution provisioned and accessed entirely through the Internet, which includes unlimited domestic calling and the following features:

- (1) Anonymous Call Rejection: *Enables a user to reject calls from anonymous parties who have explicitly restricted their Caller ID*
- (2) Anywhere: *Allows a user to make and receive calls from any device, at any location, with only one phone number, one dial plan, one voice mailbox, and a unified set of features*
- (3) Busy Lamp: *Enables a user to receive the call state information on monitored users*
- (4) Call Block: *Block unwanted callers Caller ID, name and number: Enables the delivery of a caller’s identity to a user*
- (5) Call Forward Always: *Enables a user to redirect all incoming calls to another phone number*
- (6) Call Forward Busy Line: *Enables a user to redirect calls to another destination when an incoming call encounters a busy condition*
- (7) Call Forward Don't Answer: *Enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings*
- (8) Call Forward Not Reachable: *Redirects all incoming calls to a specified external number when the main device is not registered with the switch*
- (9) Call Forward Selective: *Enables a user to define criteria that causes certain incoming calls to be redirected to another destination*
- (10) Call Hold: *Enables a user to place a call on hold*
- (11) Call Logs: *Enables a user to view a record of phone call details, such as the date, time, duration, and origin and destination of the call.*
- (12) Call Notify: *Enables a user to define criteria that cause certain incoming calls to trigger an e-mail notification*
- (13) Call Return: *Enables a user to dial back a number that has previously called*
- (14) Call Transfer: *Enables a user to transfer a call to another party, internal or external*

- (15) Call Waiting: *Enables a user to answer a call while already engaged in another call*
- (16) Caller ID, name and number: *Enables the delivery of a caller's identity to a user*
- (17) Directed Call Pick-Up: *Enables a user to answer a call directed to another phone in their group by dialing the respective feature access code followed by the extension of the ringing phone*
- (18) Do Not Disturb: *Allows users to set their station as unavailable so that incoming calls are given a busy treatment*
- (19) Find-Me (Simultaneous): *Alert to up to ten alternate locations, simultaneously, with your base location*
Follow Me (Sequential): *Alert up to 5 alternate locations, one at a time, starting with your base location first*
- (20) Hoteling Guest and Host: *Hoteling is a feature that allows a user to temporarily access their phone profile on another phone, called the host phone. This feature is useful when traveling to a remote office and needing to make or receive calls using your own phone number.*
- (21) Last Number Redial: *Enables users to redial the last number they dialed*
- (22) Message Waiting Indicator: *Gives the user an indication that there is a voicemail waiting*
- (23) Multiple Call Arrangement: *Enables a user to make and receive multiple calls simultaneously on their different Shared Call Appearance locations*
- (24) N-way Calling: *Enables a user to create a conference with up to six numbers*
- (25) Priority Alert: *Enables a user to define criteria to have certain incoming calls trigger a different ringing cadence than normal calls*
- (26) Privacy: *Enables a user to place a call on hold*
- (27) Push-to-Talk: *Enables user-to-user intercom service*
- (28) Selective Call Acceptance: *Enables a user to define criteria that causes certain incoming calls to be allowed*
- (29) Shared Call Appearance: *Allows for incoming calls to ring on up to 35 additional phones simultaneously, connecting the first phone to be answered*
- (30) SimRing: *Alert to up to ten alternate locations, simultaneously, with your base location (Simultaneous Ring)*
- (31) Speed Dial: *Add frequently dialed numbers for quick and simple access*
- (32) Three (3) Way Calling: *Enables a user to make a three-way call with two parties, in which all parties can communicate with each other*
- (33) Voice Mail: *Enables a caller to leave a voicemail if either a busy or no answer condition*

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- (34) Voicemail to Email: *Enables a user to receive a copy of voicemails on up to 5 separate email locations*
- (35) Web Self Care: *Self-service online user portal that enables a user or group to manage their features and settings.*

Additional Add on Services for Executive Unlimited: Hosted IP/PBX can include, but may not be limited to, the following:

- (1) Account / Authorization Codes: *Enable the tracking of calls made outside of the group by prompting users for an account code*
- (2) Anywhere Feature Control: *Enables the user to make outbound calls from another phone, while assuming the identity of their office phone, as well as swap calls between their other phone, such as a cell or landline, and office phone*
- (3) Audio Conferencing: *Allows conference administrators to create multi-port conference bridges that can be used by members of the group and external parties to hold scheduled, recurring, non-reservation, and ad-hoc conferences*
- (4) Call Park: *Allows users to answer, hold, and retrieve calls from any station within their call park and pickup group*
- (5) Call Pick Up: *Allows users to answer, hold, and retrieve calls from any station within their call park and pickup group*
- (6) Dial-In Feature Control: *Allows the user to access Voicemail, Auto Attendant, and other voice portal features via a dedicated, 10-digit telephone number*
- (7) Hunting: *Allows users within a group to be included in a specified sub-group to handle incoming calls (Hunt Group) (does not include Hunt Groups with assigned Direct Inward Dialing (“DID”))*
- (8) Instant Conference: *Allows a user to call a group of members in a multi-way conference*
- (9) Music on Hold: *Users can choose between standard hold music or can upload custom hold music in the form of a .wav file. Music on Hold is applied to an entire group (location) and is configured from the subscriber portal by the Super Admin*
- (10) Series Completion: *Series Completion is similar in functionality to PSTN line-hunting. It allows a call to hunt-across or roll to multiple user telephone numbers or extensions within the Series Completion group. Multiple Series Completion groups may be configured as part of the service.*

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Basic Unlimited LD: Hosted IP/PBX is an *additional* telephone exchange system built, delivered, and managed by the Company, which includes the following features:

- (1) Call Logs: *Enables the user to view a record of phone call details, such as the date, time, duration, and origin and destination of the call.*
- (2) Call Waiting: *Enables a user to answer a call while already engaged in another call*
- (3) Caller ID, name and number: *Enables the delivery of a caller's identity to a user*
- (4) Privacy: *Enables a user to place a call on hold*

3.4 DIRECTORY ASSISTANCE

Directory Assistance Service allows Customers to request assistance in determining telephone numbers.

3.4.1 General

Customers may obtain Directory Assistance in determining telephone numbers within their local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to the Directory Assistance Service. Handicapped Directory Assistance Service is provided free of charge.

3.4.2 Credits

To obtain such a credit, the Customer must notify its Customer Service representative. A credit will be given for calls to Directory Assistance as follows:

- (A) The Customer experiences poor transmission or is cut-off during the call; or
- (B) The Customer is given an incorrect telephone number.

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3.5 OPERATOR ASSISTANCE

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

- (A) Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- (B) Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

3.6 DIRECTORY LISTING

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service Provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's Service will be provided for a monthly recurring charge per listing.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listings of the identifications of the Customers is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of rules with respect thereto.

Each listing must be designated Residence, Government, or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto. In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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Directory listings are provided in connection with each Customer Service as specified herein.

- (A) **Primary Listing:** A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. The listing is provided at no additional charge.
- (B) **Additional Listing:** Interconnection with business service and additional listings are available only in the names of Authorized Users of the Customer's service.
- (C) **Non-published Listing:** Listings which are not printed in directories or available from Directory Assistance. A Non-published Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records.
- (D) **Non-listed Numbers:** A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

3.7 VOICEMAIL ONLY SEAT

A Customer that purchases at least one qualifying seat (Executive Unlimited Local Business Exchange Line Services or Hosted IP/PBX Executive Unlimited) may add one or more Voicemail Only seats. A Voicemail Only Seat includes a 10-digit local telephone number or an associated extension, and voicemail. No other features are included or may be added to a Voicemail Only Seat.

3.8 EMERGENCY SERVICES (ENHANCED 911)

Enhanced 911 allows Customers to reach appropriate emergency services including, police, fire and medical services, pursuant to the terms of the Company's standard customer service agreement which contains important information and disclaimers regarding Enhanced 911/911 (e.g., availability/unavailability; operability/inoperability). Subject to limitations contained within the Company's standard customer service agreement, Enhanced E911 enables the Customer to reach the correct emergency service located closest to the Customer. In addition, the Customer's address and telephone information will be provided to the applicable E911 provider for display at the Public Service Answering Point ("PSAP").

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3.9 TELECOMMUNICATIONS RELAY SERVICE (“TRS”)

Enables deaf, hard-of-hearing, or speech-impaired persons who use a Text Telephone (“TT”) or similar devices to communicate freely with the hearing population.

3.10 OKLAHOMA UNIVERSAL SERVICE FUND CONTRIBUTIONS

3.10.1 General Regulations

- (A) The Company may, at its option, recover the amount it pays into the OUSF from its retail Customers as provided in the Oklahoma Telecommunications Act. If the Company elects to recover the amount of its contributions from its retail Customers, such recovery shall be made in a fair, equitable, and nondiscriminatory manner.
- (B) Any over-recovery of the OUSF contributions for the preceding year shall be carried forward to the ensuing year and shall be included as a reduction in the calculation of the retail end-user recovery amount for the ensuing twelve-month period of the Company’s OUSF contributions. Any under-recovery of the OUSF contribution for the preceding year, may be included as an increase in the calculation of the retail end-user recovery amount for the ensuing twelve (12) month period of the Company’s OUSF recovery from its Customers, provided the Company made a reasonable attempt to collect the funds the preceding year.
- (C) The Commission may, as it deems appropriate, order modifications in the Company’s method of recovery from its Customers, after notice and hearing.
- (D) In the event the Company elects to recover its OUSF contributions from its Customers, the amounts of the recovery shall be explicitly stated as a line item on Customer’s bills.

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3.10.2 OUSF Recovery Charge (Per Line Fee)

Recovery of the OUSF contribution from retail Customers shall be made by a uniform monthly fee set forth by the Oklahoma Corporation Commission per line, which shall be applied to each of the following retail Customer's: (1) Access Line Services; The uniform monthly fee shall be in addition to any other applicable rates and charges as provided for herein. The OUSF Recovery charge is intended to recover the total dollar amount paid into the OUSF and shall be adjusted to compensate for any over- recovery or under-recovery from retail Customers, pursuant to OAC 165:59- 3-46.

- (A) The resulting OUSF recovery amounts are not revenues of the Company, and therefore, are not subject to state or local taxes, franchise fees, or any other assessments or fees. The Company shall not include the OUSF Recovery Charge in the calculation of such taxes, fees, or assessment in the Customer's bill.
- (B) If recovery is made by the retail Customers, the amount resulting from the OUSF Recovery Charge will be stated separately in the Customer's monthly bill.
- (C) Records shall be kept by the Company which reflects the OUSF contributions paid by the Company for each period along with all amounts recovered by the Company. This information shall be provided to the Commission along with any changes to the OUSF Recovery Charge.

3.10.3 Changes in the OUSF Recovery Charge

- (A) Changes to the OUSF Recovery Charge shall be made by notifying in writing the Director of the Public Utility Division.
- (B) Notification of changes to the OUSF Recovery Charge shall be made at least thirty (30) days before the effective date of change.
- (C) The revised OUSF Recovery Charge shall not be billed to any retail Customer until such notification is received by the Director of the Public Utility Division.

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- (D) If an OUSF Monthly Recovery Charge is used to recover the OUSF contributions of the Company from its retail Customers, the page which reflects the amount of the recovery charge shall also include the computation or formula used to determine the Monthly Recovery Charge. Additionally, at the time the OUSF Monthly Recovery Charge is changed, and notification is given to the Director of the Public Utility Division, backup information and documentation is to be made available.
- (E) Revisions for over-recovery and/or under recovery shall be made no more than once every twelve (12) months, or one time each quarter pursuant to any change in the OUSF contribution factor.

3.10.4 Oklahoma Universal Service Fund Recovery Charge

Recovery Per Line Charge this fee is set forth by the Oklahoma Corporation

Commission per line and is subject to change

3.11 PROMOTIONAL OFFERING

The Company may offer existing Services on a promotional basis that provides special rates, terms or conditions of service, in accordance with applicable Commission rules as stated in OAC 165:55-5.10.2 or OAC 165:56-5-9, as applicable.

3.12 INDIVIDUAL CASE BASIS (“ICB”) ARRANGEMENTS

The Company may furnish a facility and/or service at a rate or charge different from those specified herein. Charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated subscribers on a nondiscriminatory basis and will be provided subject to any applicable Commission rules as stated in OAC 165:55-5.10.3. ICB rates will be specified in a contract between the Company and the Customer pursuant to Commission rules.

3.13 RESIDENTIAL ASSISTANCE OFFERINGS – LIFELINE SERVICES

3.13.1 Applicability

- (A) Lifeline service is a federal government assistance program designed to provide eligible residential Customers with a credit to be applied to the price of Residential Customer voice telephony services and/or broadband services.
- (B) Eligible Residential Customers shall receive credit, as set forth herein, to be applied to their Residential Customer voice telephony service, broadband service or bundled voice and broadband service.
- (C) Residential Customers shall not receive more than one (1) Lifeline credit regardless of the number of residential voice telephony and/or broadband services or locations the Residential Customer receives service within the State of Oklahoma.
- (D) Lifeline service shall not be available on a retroactive basis.
- (E) Lifeline service shall only be available to eligible Residential Customers with a service address located within the census blocks in which the Company is designated as an Eligible Telecommunications Carrier, as identified in Section 5.1.1.

3.13.2 Designated Services Available to Lifeline Residential Customers

The following voice telephony services shall be offered to eligible Lifeline Residential Customers:

- (A) Voice telephony services that provide voice grade access to the public switched network or its functional equivalent;
- (B) Lifeline customers will receive all of the same features as a non-Lifeline customer;
- (C) Minutes of use for local service provided at no additional charge to End Users;

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- (D) Access to emergency services, pursuant to the terms set forth in the Company's standard customer service agreement, provided by local government or other public safety organizations, such as 911 and enhanced 911, to the extent the local government in an eligible Carrier's service area has implemented 911 or enhanced 911 systems; and
- (E) Toll limitation services to qualifying low-income consumers as provided in 47 C.F.R. § 54.400.

3.13.3 Eligibility Requirements for Lifeline Service on Non-Tribal Lands

- (A) The Residential Customer ("Applicant") must complete and sign FCC Form 5629 – Lifeline Application Form, and provide documentation to the Company establishing that the Applicant meets one or more of the following eligibility requirements prior to receiving the Lifeline service credit:

The Applicant, one (1) or more of the Applicant's dependents, or the Applicant's household seeking Lifeline service credit must receive benefits from one of the following federal assistance programs: Medicaid, Supplemental Nutrition Assistance Program ("SNAP" f/k/a Food Stamps), Supplemental Security Income, Federal Public Housing Assistance (Section 8), or Veterans and Survivors Pension Benefit;

- (1) An Applicant's household income as defined in 47 C.F.R. § 54.400(f) must be at or below one hundred and thirty-five percent (135%) of the Federal Poverty Guidelines for a household of that size.
- (B) In addition to meeting the qualifications provided in paragraphs (1) through (24) of 3.16.3(A) above, in order to qualify for Lifeline, an Applicant must not already be receiving a Lifeline service, and there must not be anyone else in the Applicant's household subscribed to a Lifeline service.
- (C) The eligibility requirements listed above will be confirmed via available databases or, if eligibility cannot be confirmed via database, via documentary proof the Applicant submits to the Company. Applicants must also self-certify their eligibility under applicable FCC requirements. The Company assumes no responsibility for the certification of Applicants' eligibility.

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- (D) To confirm whether the Applicant or someone in the Applicant's household already receives Lifeline service, and to initiate a check against the Third-Party Identity Verification (TPIV) database, the Company must enter the Applicant's information into the National Lifeline Accountability Database (NLAD).
- (E) If the NLAD query shows that another person at the Applicant's address receives Lifeline service, the Applicant must complete FCC Form 5631 – Household Worksheet. The Applicant may be required to provide other documentation if the NLAD query results in TPIV errors or other issues requiring resolution
- (F) The Company will begin providing the Lifeline credit upon NLAD approval, receipt of the Applicant's documentation, and the Company's provisioning of Lifeline service to the Applicant.

Lifeline Residential Customers must be recertified each year for the purpose of determining their continuing eligibility for Lifeline credit, in accordance with 47 C.F.R. § 54.410. Recertification can be accomplished by querying available databases to confirm participation in a qualifying assistance program. If eligibility cannot be confirmed via database, the customer must complete and sign FCC Form 5630 – Annual Recertification Form and submit it to the Company. The Company shall notify the Lifeline Residential Customer in writing of the need to recertify within 60 days or be de-enrolled from Lifeline.

- (G) If the Company has a reasonable basis to believe that a Lifeline Residential Customer no longer meets the eligibility requirements for Lifeline service, the Company shall notify the Lifeline Residential Customer in writing of the need to demonstrate continued eligibility within 30 days or be de-enrolled from Lifeline. Continued eligibility may be demonstrated by providing the information required in subparagraph (G) above.

3.13.4 Lifeline Credits for Lifeline Service on Non-Tribal Lands

The Company shall comply with the Lifeline credit amounts as set by the FCC.

3.13.5 Eligibility Requirements for Lifeline Service on Tribal Lands

- (A) The Applicant must complete and sign FCC Form 5629 – Lifeline Application Form, and provide documentation to the Company establishing that the Applicant meets one or more of the following eligibility requirements prior to receiving the Lifeline service credit:

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- (1) The Applicant, one (1) or more of the Applicant's dependents, or the Applicant's household seeking Lifeline service credit must receive benefits from one of the following federal assistance programs: Medicaid, SNAP, Supplemental Security Income, Federal Public Housing Assistance (Section 8), Low-Income Home Energy Assistance Program, National School Lunch Program's free lunch program, Temporary Assistance for Needy Families, or Veterans and Survivors Pension Benefit;
 - (2) An Applicant's household income as defined in 47 C.F.R. § 54.400(f) must be at or below one hundred and thirty-five percent (135%) of the Federal Poverty Guidelines for a household of that size;
- (B) A Residential Customer who lives on Tribal lands is eligible for Lifeline service as "qualifying low-income consumer" as defined by 47 C.F.R. § 54.400(a) and as an "eligible resident of Tribal lands" as defined by 47 C.F.R. § 54.400(e) if that Residential Customer meets the qualifications for Lifeline specified in paragraph above or if the Residential Customer, or one or more of the Residential Customer's dependents, or the Residential Customer's household participates in one of the following Tribal specific federal assistance programs: Bureau of Indian Affairs general assistance; Tribally administered Temporary Assistance for Needy Families; Head Start (only those households meeting its income qualifying standard); or the Food Distribution Program on Indian Reservations.
 - (C) In addition to meeting the qualifications provided in paragraphs (1) through (24) of 3.16.5(A)-(B) above, in order to qualify for Lifeline, an Applicant must not already be receiving a Lifeline service, and there must not be anyone else in the Applicant's household subscribed to a Lifeline service.
 - (D) The eligibility requirements listed above will be confirmed via available databases or, if eligibility cannot be confirmed via database, via documentary proof the Applicant submits to the Company. Applicants must also self-certify their eligibility under applicable FCC requirements. The Company assumes no responsibility for the certification of Applicants' eligibility.
 - (E) To confirm whether the Applicant or someone in the Applicant's household already receives Lifeline service, and to initiate a check against the Third-Party Identity Verification (TPIV) database, the Company must enter the applicant's information into the National Lifeline Accountability Database (NLAD).

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- (F) If the NLAD query shows that another person at the Applicant's address receives Lifeline service, the Applicant must complete FCC Form 5631 – Household Worksheet. The Applicant may be required to provide other documentation if the NLAD query results in TPIV errors or other issues requiring resolution.
- (G) The Company will begin providing the Lifeline credit NLAD approval, receipt of the Applicant's documentation, and the Company's provisioning of Lifeline service to the Applicant.

Lifeline Residential Customers must be recertified each year for the purpose of determining their continuing eligibility for Lifeline credit, upon request of the Company, no less frequently than annually, in accordance with 47 C.F.R. § 54.410. Recertification can be accomplished by querying available databases to confirm participation in a qualifying assistance program. If eligibility cannot be confirmed via database, the customer must complete and sign FCC Form 5630 – Annual Recertification Form and submit it to the Company. The Company shall notify the Lifeline Residential Customer in writing of the need to recertify within 60 days or be de-enrolled from Lifeline. The Company must de-enroll any Lifeline Residential Customer who does not recertify in response to the notice within five (5) business days after the end of the notice period.

- (H) If the Company has a reasonable basis to believe that a Lifeline Residential Customer no longer meets the eligibility requirements for Lifeline service credit, the Company shall notify the Lifeline Residential Customer in writing of the need to demonstrate continued eligibility within 30 days or be de-enrolled from Lifeline. Continued eligibility may be demonstrated by providing the information required in subparagraph (H) above. The Company must de-enroll any Lifeline Residential Customer who does not demonstrate continued eligibility in response to the notice within five (5) business days after the end of the notice period.

3.13.6 Lifeline Credits for Lifeline Service on Tribal Lands

The Company shall comply with the Lifeline credit amounts as set by the FCC.

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3.13.7 Residential Assistance Offerings – Tribal Link Up Services

Tribal Link Up provides a 100% reduction (up to \$100.00) of the customary charge for commencing service for a single connection at a Tribal Lifeline Customer's primary residence.

A Tribal Lifeline Customer may receive the benefit of the Tribal Link Up program for a second or subsequent time only for otherwise qualifying commencement of service at a principal place of residence with an address different from the address for which Tribal Link Up assistance was provided previously.

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SECTION 4 – RATES OF SERVICES

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4.1 GENERAL

Monthly Recurring Charges shall be billed in advance. For a partial month's Service, the Customer shall be charged for the portion of the month in which service was provided based on the number of days in which the Service was installed and operational divided by thirty (30).

4.2 RATES FOR UNLIMITED LOCAL RESIDENTIAL EXCHANGE LINE SERVICES

Unlimited Local Residential Exchange Line Services – Customer shall be charged a non-recurring charge of \$5.00 and \$29.95 per initial line at a Customer's Premises per month. Additional lines at a Customer's Premises are \$19.95 per line per month. The Company provides the Services utilizing optical fiber. Customer shall be assessed a Non-Recurring one time installation fee of one-hundred dollars \$100.00.

4.3 RATES FOR UNLIMITED LOCAL BUSINESS EXCHANGE LINE SERVICES

Rate for Virtual Fax Line – Customers shall be charged a non-recurring charge of \$5.00 and \$16.95 per month plus \$.03 per page beyond 500 pages (inbound and outbound) per month.

Rates for SIP Trunking Call Path (Unlimited) are \$22.00 per month.

Rates for Hosted IP/PBX – Basic Seat Unlimited LD Line Services – Customer shall be charged a non-recurring charge of \$5.00 and \$21.95 per month. This rate does not include Direct Inward Dialing (“DID”). DID may be available as a customized add-on feature on an Individual Case Basis (“ICB”). Customer shall be assessed a Non-Recurring one time installation fee of one-hundred dollars \$100.00.

Rates for Hosted IP/PBX – Executive Unlimited Line Services – Customer shall be charged a non-recurring charge of \$5.00 and \$34.95 per month. This rate does not include Direct Inward Dialing (“DID”). DID may be available as a customized add-on feature on an Individual Case Basis (“ICB”). Customer shall be assessed a Non-Recurring one time installation fee of one-hundred dollars \$100.00.

4.4 RATES FOR DIRECTORY ASSISTANCE CALLS

Customers shall be charged \$1.50 per each Local Directory Assistance call.

4.5 RATES FOR OPERATOR ASSISTANCE CALLS

Customers shall be charged \$1.50 per Operator Assistance call.

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4.6 RATES FOR DIRECTORY LISTINGS

Primary listings are free of charge. Additional listings are \$6.95 for Residential Customers and Business Customers.

4.7 RATES FOR 800 NUMBER INBOUND CALLS

Customers shall be charged a \$5.75 non-recurring charge, a \$5.95 monthly recurring charge, and \$0.04 per minute of usage for inbound calls for toll free/ 800 numbers.

4.8 RATES FOR VIRTUAL NUMBER

Customers shall be charged a \$5.00 non-recurring charge and a \$3.95 monthly recurring charge.

4.9 RATES FOR VOICEMAIL ONLY SEATS

Customer shall be charged a \$5.00 non-recurring charge and a \$9.95 monthly recurring charge.

4.10 RATES FOR UNLISTED/NON-PUBLISHED NUMBERS

Customers shall be charged \$6.95 per month per number for unlisted/non-published numbers.

4.11 DIRECTORY LISTING CHANGE

A Customer may change their Directory Listing. Upon Customer's request to change their Directory Listing, the Customer shall be charged \$25.00

4.12 RECONNECTION FEE

Customers may be charged \$25.00 for reconnecting the Customer's Services.

4.13 CREDITS FOR RESIDENTIAL ASSISTANCE OFFERINGS – LIFELINE SERVICE

4.13.1 Lifeline Credits for Lifeline Service on Non-Tribal Lands

As of writing, the maximum Lifeline credit on non-tribal lands is \$9.25; however, the Company shall comply with the Lifeline credit amounts as set by the FCC.

4.13.2 Lifeline Credits for Lifeline Service on Tribal Lands

As of writing, the maximum Lifeline credit on tribal lands is \$34.25; however, the Company shall comply with the Lifeline credit amounts as set by the FCC.

4.14 RESIDENTIAL SERVICE OFFERINGS – CREDITS FOR LINK UP SERVICES

Link Up services are only available to Customers residing on Tribal lands pursuant to 47 C.F.R. § 54.413. Tribal Link Up provides a 100% reduction (up to \$100.00) of the customary charge for commencing service for a single connection at a Tribal Lifeline Customer's primary residence.

A Tribal Lifeline Customer may receive the benefit of the Tribal Link Up program for a second or subsequent time only for otherwise qualifying commencement of service at a principal place of residence with an address different from the address for which Tribal Link Up assistance was provided previously.

4.15 PUBLIC UTILITY ASSESSMENT FEE

Each public utility may recover amounts assessed pursuant to OAC 165:5-3-22(a) by filing tariffs with the Commission and after approval of said tariffs by the Director. Tariffs recovering amounts assessed must meet the following conditions: (1) distribute the recovery equally per customer bill rendered or access line; (2) distribute recovery over the fiscal year for which the assessment is levied; and (3) include a provision to true-up any over or under recovery by the public utility of assessed amounts by no later than the end of the following fiscal year. No public utility may recover any portion of the penalty assessed pursuant to OAC 165:5-3-26, above the amount of fees actually due for the assessed period.

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SECTION 5 – COMPANY SPECIFIC INFORMATION

5.1 LOCAL EXCHANGES

The obligation to provide Services in these exchanges will depend on the facilities in place to provide such Services, whether owned by the Company or leased from another Carrier. To the extent the Company provides Services in these exchanges, the local calling areas of the served exchanges conform to the local calling areas of the incumbent Local Exchange Carriers providing service to those exchanges.

The Company is authorized to provide Services in the following exchanges: (i) Southwestern Bell Telephone d/b/a AT&T Oklahoma; (ii) Valor Telecommunications of Texas, LP d/b/a Windstream Communications Southwest; (iii) Oklahoma Windstream, LLC; and (iv) Windstream Oklahoma, LLC.

5.1.1 List of Local Exchanges

Subject to legal and regulatory limitations (e.g., availability of facilities), the Company offers Eligible Telecommunication Carrier (“ETC”) supported services, such as Lifeline Services and Tribal Lifeline Services, only in specific census blocks¹ located within the following local exchanges:

- (A) Braggs;
- (B) Moffett;
- (C) Muldrow;
- (D) Sallisaw;
- (E) Stigler;
- (F) Vian; and
- (G) West Uniontown.

¹The specific census blocks referenced in this Section 5.1.1 are specifically identified in Cookson Hills Connect LLC’s ETC Application filed on January 6, 2021, in Cause No. PUD 202100002, at Ex. A (pp. 19-28).