

IRU NETWORKS, LLC  
P.S.C. No. 1 - Telephone  
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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.9.1 Application of Rates

- a. Business rates as described in Section 7 and shown in Attachment B apply to service furnished:
1. In office buildings, stores, factories and all other places of a business nature;
  2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
  3. At any location when the listing or public advertising indicates a business or a profession;
  4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
  5. At any location where the customer resells or shares exchange service;
- b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

2.9.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.9.3 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.9.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.9.5 Termination of Liability

When a customer terminates service, or an aspect of that service to a particular address prior to the expiration of any term conditions then the customer is liable to the company for additional payments according to one of the following two schedules that the customer may choose:

- (1) The difference between the rate associated with the number of months the customer had access to the product and the agreed to rate times the number of months the product was in service ((New Rate - Agreed Rate) X Number of Months In Service) ; or
- (2) The agreed to rate times the number of months remaining on the term agreement ((Agreed Rate X (Original Term – Months In Service)).

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