

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of)	
IRU Networks, LLC for a Certificate)	
of Service Authority to Provide)	Case No._____
Interexchange Telecommunications)	
Services and to Classify Such Services)	
and the Company as Competitive)	

APPLICATION

IRU Networks, LLC, ("Applicant"), an Oklahoma Limited Liability Company, files this verified application pursuant to 4 CSR 240-2.060 and 240-3.510, respectfully requesting that the Missouri Public Service Commission ("Commission") issue an order that:

- (a) grants Applicant a Certificate of Service Authority to provide interexchange telecommunications services pursuant to Ch. 392.410.1 and .2, RSMo¹;
- (b) grants competitive status to Applicant, and classifies the Applicant's services as competitive, pursuant to Ch. 392.461, RSMo;
- (c) waives certain Commission rules and statutory provisions, pursuant to Ch. 392.420, RSMo.; and
- (d) approve Applicant's initial tariff.

In support of its request, Applicant states:

1. The legal name and principal office or place of business of the Applicant are:

IRU Networks, LLC
3030 NW Expressway, Ste. 200-328
Oklahoma City, Oklahoma 73112
(888) 250-2111/Phone

A copy of Applicant's authority to transact business in Missouri is attached hereto as Exhibit I.

¹ All statutory references are to the Missouri Revised Statutes (2000) as amended, unless otherwise noted.

2. The name and address of Applicant's in-state attorney is:

Diana Vuylsteke, Esq. (Mo Bar #42419)
Bryan Cave LLP
211 N. Broadway, Ste 3600
St. Louis, MO 63102
dmvuylsteke@bryancave.com/E-Mail

3. Applicant is a reseller of telecommunications services. Applicant proposes to provide interexchange telecommunications services within Missouri, including direct outbound dialing (1+ and 101XXXX), and 800/888 (inbound Toll-Free). Applicant respectfully requests authority to provide service to business customers throughout the State of Missouri.

4. Applicant has the experience in the telecommunications industry and the technical and financial resources to provide telecommunications services within Missouri. A description of the experience of the Applicant's management personnel is attached as **Exhibit II**. Applicant is currently authorized to provide resold interexchange services in California, Georgia, Illinois, Massachusetts, Nevada, New York, and Texas. Applicant is currently authorized to provide resold competitive local exchange services in Massachusetts, Nevada, and New York. Applicant is in the process of applying for authorization to provide competitive local exchange and interexchange services Georgia. Applicant has not been denied authority for any of the services for which it seeks authority in this Application.

5. Applicant's proposed interexchange tariff is attached as **Exhibit III**. The proposed tariff contains the rules and regulations applicable to its customers, a description of the services to be offered, and a list of rates associated with such services. Applicant requests that the Commission approve the attached tariff.

6. Applicant requests classification as a competitive telecommunications company within the State of Missouri, and that its services be classified as competitive. Applicant

believes that its proposed services will be subject to sufficient competition to justify a lesser degree of regulation. Granting of this application is in the public interest as it will allow greater price and service options for telephone users.

7. Applicant also respectfully requests, pursuant to Ch. 392.420, RSMo, that the Commission waive the application of the following rules and statutory provisions as they relate to the regulation of Applicant:

- 392.210.2 Establish Uniform System of Accounts for Annual reports
- 392.240(1) Setting just and reasonable rates
- 392.270 Ascertain Property values
- 392.280 Establish Depreciation accounts
- 392.290 Issuance of securities
- 392.300.2 Acquisition of stock
- 392.310 Issuance of stock and debt
- 392.320 Stock Dividend Payment
- 392.330 Issuance of securities, debts and notes
- 392.340 Reorganization(s)
- 4 CSR 240-10.020 Depreciation fund income
- 4 CSR 240-30.040 Uniform System of Accounts

The above-referenced rules and statutory provisions have been waived as to other interexchange carriers in prior cases.

8. Pursuant to Ch. 386.570, RSMo, Applicant will comply with all applicable Commission rules except those which are specifically waived by the Commission pursuant to a request filed by the Applicant.

9. Pursuant to Missouri Revised Statutes §392.470.1 and §392.361.6, the Company will undertake all necessary measures to ensure its contracts with underlying carriers do not contain provisions preventing delivery of traffic to any telephone exchange area of Missouri. Such measures include but are not limited to:

- Prevention of call blocking and/or call gapping base on the cost of traffic termination.

- Preventing the alteration or stripping of Calling Party Number identification.
- Ensuring sufficient network capacity exists to process all traffic according to industry accepted practices.

10. Correspondence or communications pertaining to this Application should be addressed to Applicant's Missouri local counsel, identified above; and:

Lance J.M. Steinhart, Esq.
Lance J.M. Steinhart, P.C.
1725 Windward Concourse, Suite 150
Alpharetta, Georgia 30005
(770) 232-9200 (Phone)
(770) 232-9208 (Fax)
lsteinhart@telecomcounsel.com (E-Mail)

11. The Applicant has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this application. No Commission annual reports or assessment fees are overdue.

12. Granting this Application will further the public interest by expanding the availability of competitive telecommunications services in the State of Missouri. In addition, intrastate offering of the services described in this Application is in the public interest because the services will provide Missouri customers with access to new technologies and service choices, and can permit customers to achieve increased efficiencies and cost savings. In particular, the public will benefit directly, through the use of the competitive services to be offered by Applicant, and indirectly, because the presence of Applicant in this market will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service.

WHEREFORE, Applicant IRU Networks, LLC, respectfully requests that the Missouri Public Service Commission grant it a certificate of service authority to provide interexchange telecommunications services within the State of Missouri. Applicant also requests classification as a competitive telecommunications company and that its services be classified as competitive. Applicant requests a waiver of the above-referenced rules and statutory provisions. Finally, Applicant requests that the Commission approve its initial tariff.

Respectfully submitted,

/s/ Lance J.M. Steinhart
Lance J.M. Steinhart, Esq.
Lance J.M. Steinhart, P.C.
1725 Windward Concourse, Suite 150
Alpharetta, Georgia 30005
(770) 232-9200
(770) 232-9208 (Fax)
lsteinhart@telecomcounsel.com

and

/s/ Diana Vuylsteke
Diana Vuylsteke, #42419
Bryan Cave LLP
211 N. Broadway, Ste 3600
St. Louis, MO 63102
(314) 259-2543
(314) 259-2020 (Fax)
dmvuylstke@bryancave.com

Attorneys for Applicant
IRU Networks, LLC

CERTIFICATE OF SERVICE

I hereby certify that I have on this 18th day of May, 2017, served a true copy of the foregoing Application upon the following, listed below, in accordance with Commission rules.

General Counsel
Missouri Public Service Commission
PO Box 360
Jefferson City, MO 65102
staffcounsellservice@psc.mo.gov

Office of the Public Counsel
PO Box 7800
Jefferson City, MO 65102
opcservice@ded.mo.gov

/s/ Diana Vuylsteke/
Diana Vuylsteke

Exhibit I
Missouri Secretary of State Authorization

STATE OF MISSOURI



Jason Kander
Secretary of State

CERTIFICATE OF REGISTRATION

WHEREAS,

IRU NETWORKS, LLC
FL001418692

existing under the laws of the State of Oklahoma has filed with this state its Application of Registration and whereas this Application of Registration conforms to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare that on the 3rd day of January, 2017, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 3rd day of January, 2017.



Secretary of State



Exhibit II

Executive Officers' Qualifications and Experience

Company's Telecommunications Background

Donna Rice Costello has been part of the telecommunications industry these past 6 years concentrating in promotions and marketing at USA Digital. She also brings financial and management expertise to IRU Networks from her previous experience in the banking industry, and as a former president and board member of Sotos Syndrome Support Association, a national non-profit organization focused on providing education and assistance to families with special needs children.

Jere “Brent” West began his telecommunications career at the age of 16 by interning with Southwestern Bell and later attending AT&T’s executive training program. He joined USA Digital Communications in July 2002. Prior to that, Mr. West was President for North American for Inter.net Global. In addition, he was Technical Services Manager for PSINet, where he helped split off and later head the North American consumer division. Over the last 15 years Mr. West has sharpened his skills in product development, switch management and carrier relations and has brought this invaluable knowledge to IRU Networks.

Exhibit III

Tariff

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
IRU NETWORKS, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by IRU Networks, LLC ("IRU Networks"), with principal offices at 3030 NW Expressway, Ste. 200-328, Oklahoma City, Oklahoma 73112, toll free telephone number (888) 250-2111. This tariff applies for services furnished within the State of Missouri for business and residential service. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

IRU Networks, LLC, operates as a competitive telecommunications company as defined by Case No. TO-88-142 within the State of Missouri.

All services will be provided in accordance with Commission rules and regulations.

DATE OF ISSUE: May 18, 2017

DATE EFFECTIVE: July 2, 2017

Donna Rice Costello, Chief Financial Officer
3030 NW Expressway, Ste. 200-328
Oklahoma City, Oklahoma 73112

WAIVER OF RULES AND REGULATIONS

392.210.2	Establish Uniform System of Accounts for Annual reports
392.240(1)	Setting just and reasonable rates
392.270	Ascertain Property values
392.280	Establish Depreciation accounts
392.290	Issuance of securities
392.300.2	Acquisition of stock
392.310	Issuance of stock and debt
392.320	Stock Dividend Payment
392.330	Issuance of securities, debts and notes
392.340	Reorganization(s)
4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.040	Uniform System of Accounts

DATE OF ISSUE: May 18, 2017

DATE EFFECTIVE: July 2, 2017

Donna Rice Costello, Chief Financial Officer
3030 NW Expressway, Ste. 200-328
Oklahoma City, Oklahoma 73112

RESERVED FOR FUTURE USE

TABLE OF CONTENTS

	Page
<u>TITLE SHEET</u>	1
<u>WAIVER OF RULES AND REGULATIONS</u>	2
<u>TABLE OF CONTENTS</u>	4
<u>TARIFF FORMAT</u>	5
<u>SYMBOLS</u>	6
<u>SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS</u>	7
<u>SECTION 2 - RULES AND REGULATIONS</u>	9
<u>SECTION 3 - DESCRIPTION OF SERVICE</u>	21
<u>SECTION 4 - RATES</u>	28

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Missouri Public Service Commission.

Company or IRU Networks - Used throughout this tariff to mean IRU Networks, LLC, a Oklahoma Limited Liability Company.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Missouri.

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

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Missouri. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of services 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.
- 2.2.3 The use of services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Services are available for use 24 hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Services may be denied for nonpayment of undisputed charges or for other violations of this tariff, as set forth in Section 2.5.1 of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

-
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved Harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others. This provision shall not exempt the Company from liability for the gross negligence, recklessness or intentional acts or omissions of Company, its agents and employees.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with facilities or services, that the signals emitted into network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

-
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon ten (10) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

- 2.5.1.A Nonpayment of a delinquent charge except for basic local exchange service;
- 2.5.1.B Failure to post a required deposit or guarantee;
- 2.5.1.C Unauthorized use of telecommunications company equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- 2.5.1.D Failure to comply with terms of a settlement agreement;
- 2.5.1.E Refusal after reasonable notice to permit inspection, maintenance or replacement of telecommunications company equipment;
- 2.5.1.F Material misrepresentation of identity in obtaining telecommunications company service; or
- 2.5.1.G As provided by state or federal law.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to advise the Customer of the proposed discontinuance.

-
- 2.5.2 Without incurring liability, the Company may interrupt the provision of services upon reasonable notice in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Traffic to certain NXX exchanges, or calls using certain Customer authorization codes, may be blocked when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written or oral notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

Please also see Section 3.2 of this tariff.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. A late fee of 1.5% per month will be assessed upon any unpaid amount commencing 30 days after rendition of bills.

2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10.3 Reserved for Future Use.

2.11 Reserved for Future Use**2.12 Taxes**

All federal, state and local taxes, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein. All charges other than taxes and franchise fees shall be submitted to the Commission for prior approval.

2.13 Taxes and Fees for Prepaid Calling Cards

The prepaid calling card rate does not include federal excise tax or state and local taxes which are required to be paid at the point of sale. The tariffed rate does include state and local sales taxes, which are required to be paid on usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based Upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.
- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing, in person, or by telephone to the Company at:

3030 NW Expressway, Ste. 200-328
Oklahoma City, Oklahoma 73112
(888) 250-2111

Any objection to billed charges should be reported promptly to the Company. A dispute must be registered with the Company prior to the delinquent date of the charge, and the Customer must provide the disputed call details and the basis for any requested adjustment. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled. If the Company cannot resolve Customer's complaint, Customer may call the Missouri Public Service Commission, at 1-800-392-4211 to file an informal complaint.

If Customer complaint cannot be resolved informally, Customer may file a formal complaint in writing to:

Missouri Public Service Commission
200 Madison Street
Jefferson City, Mo 65102

Customer may also contact the Missouri Office of Public Counsel, representing the public before the Public Service Commission, at 1-573-751-4857 or in writing to:

Missouri Office of Public Counsel
200 Madison Street, 6th floor
Jefferson City, Missouri 65102

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Service Offerings**3.4.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.4.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.4.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

3.4.4 Reserved For Future Use.**3.4.5 Directory Assistance.**

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published. The company will not provide, nor bill, for operator services.

3.4.6 Reserved for Future Use.

3.4.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.4.8 Promotional Offerings

The Company may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. The Company will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

SECTION 4 - RATES

4.1 1+ & 101XXXX Dialing

\$.25 per minute

A \$4.95 per month per number service charge applies.
Billed in one minute increments

4.2 Reserved For Future Use.

4.3 Toll Free Service

\$0.15 per minute

A \$10 per month per number service charge applies.
Billed in one minute increments

4.4 Reserved For Future Use.

4.5 Directory Assistance

\$.63

4.6 Returned Check Charge

\$25.00

4.7 Reconnection Charge

\$25.00

4.8 Station Charges

The following charges are in addition to the MTS rates in Section 4.1, preceding.

	Charge per Call
Calling Card	
Automated	0.48
Operator Assisted	1.62
Collect	
Automated	1.06
Operator Assisted	1.62
Third Party Billed	
Automated	1.06
Operator Assisted	1.62
Person-to-Person, Operator Assisted	3.56
Line Status Verification ¹	1.62
Busy Interrupt Service ²	2.49

¹ A charge applies each time the operator verifies a called line and hears voice communication.

² A charge applies each time the operator interrupts a conversation that is in progress on the called line. The charge is for both the verify and interrupt service and does not depend on whether the called party agrees to release the line and accept the call.

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period	Evening Rate Period	
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded up to the higher cent.

A surcharge applies on all completed intrastate toll-free and 10XXX/101XXXX access code calls, including any toll free 800/888 or travel card calls, originating from a pay telephone. This surcharge is applied in addition to any other applicable service charges or surcharges. The surcharge does not apply to: calls paid for by inserting coins at the pay telephone; or calls placed from stations other than a pay telephone.

Surcharge Rate	\$0.60 per call
----------------	-----------------

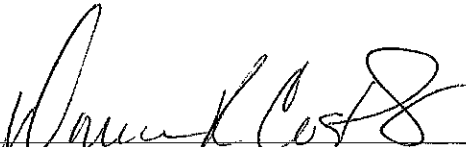
State of Oklahoma

County of Oklahoma

)
)
)
)
)

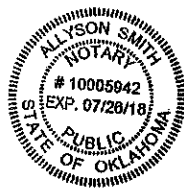
VERIFICATION

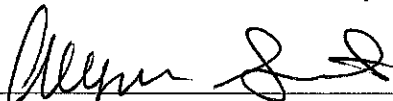
I, Donna Rice Costello, being duly sworn, declare that I am the Chief Financial Officer of IRU Networks, LLC, the Applicant. I verify that, based upon information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.



Donna Rice Costello
Chief Financial Officer

Sworn to before me, the undersigned Notary Public on this 26 day of April, 2017.





Notary Public

Allyson Smith

Print or Type Name

My commission expires:

7/26/18