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January 11, 2001

FILED³

JAN 12 2001

VIA FEDERAL EXPRESS

Missouri Public
Service Commission

Dale Roberts
Chief Regulatory Law Judge
Public Service Commission
State of Missouri
200 Madison Street, Suite 101
Jefferson City, MO 65102

RE: Missouri Local Exchange Service Tariff of Universal Telecom, Inc.
P.S.C. Mo. Tariff No. 200100410
Case No. TA2000-598

Dear Mr. Roberts:

Enclosed herein please find an original and eight (8) copies of Sheet Nos. 1-49 of Universal Telecom, Inc.'s Missouri local exchange service tariff concerning the above-referenced matter for review and acceptance by the Commission. The revised tariff consists of 49 original sheets, has a date of issue of October 6, 2000 and an effective date of November 20, 2000. If any changes or modifications are necessary, please direct your inquiries to my attention.

If you have any questions or comments, please do not hesitate to call me at the above listed number.

Very truly yours,


Christopher C. Swenson

CCS/pls

Enclosures

200100410

LEWIS, RICE & FINGERSH, L.

Dale Roberts
January 11, 2001
Page 2

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TELECOMMUNICATION SERVICES

MISSOURI LOCAL EXCHANGE SERVICE TARIFF

OF

UNIVERSAL TELECOM, INC.

TO OPERATE AS A COMPETITIVE TELECOMMUNICATIONS COMPANY

This tariff contains descriptions, rules, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Universal Telecom, Inc., within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected during normal business hours at the Universal Telecom, Inc.'s principal place of business: 105 East Adams Street, Building II, Suite 200, LaGrange, Kentucky 40031.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

**Stacey Freeland
Vice President**

**105 East Adams Street, Building II, Suite 200
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EXPLANATION OF SYMBOLS

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

- C - To signify a changed regulation.
- D - To signify a deleted or discontinued rate or regulation.
- I - To signify a change resulting in an increase to a customer's bill.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.
- Y - To signify a reference to other published tariffs.
- Z - To signify a correction

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DATE EFFECTIVE: November 20, 2000

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TABLE OF CONTENTS

	<u>Sheet</u>
EXPLANATION OF SYMBOLS	2
TABLE OF CONTENTS	3
TARIFF FORMAT	6
WAIVER OF RULES AND REGULATIONS	7
EXCHANGES SERVED	8
APPLICATION OF TARIFF	11
1. Definitions	11
2. Regulations	16
2.1. Undertaking of the Company	17
2.1.1. Scope of Service	17
2.1.2. Conditions to Company's Obligations	17
2.1.3. Right to Discontinue or Block Services	17
2.1.4. Statement of Customer's Rights and Responsibilities	18
2.2. Responsibility and Use	21
2.3. Transmission	22
2.4. Customer Equipment and Channels	22
2.4.1. General	22
2.4.2. Interconnection of Facilities	23
2.4.3. Call Blocking	24
2.5. Ownership of Facilities	24
2.6. Inspections of Customer Premises	24
2.7. Non-routine Maintenance and Installation	25
2.8. Allowances for Interruptions of Service	25
2.8.1. Credit for Interruptions:	25
2.8.2. Limitations on Allowances	26

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

**Stacey Freeland
Vice President
105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031**

2.8.3. Exclusive Remedy	27
2.8.4. Use of Alternative Service Provided by the Company:	27
2.9. Service Commencement and Acceptance	27
2.10. Minimum Service Period	27
2.11. Deposits and Advance Payments	28
2.12. Credit Limit	28
2.13. Payment Arrangements	28
2.13.1. Payment for Service	28
2.13.2. Billing and Collection of Charges	29
2.13.3. Disputed Bills	31
2.14. Reconnection of Service	31
2.15. Limitation of Liability of the Company and Indemnification	32
2.16. Local Calling Area	37
2.17. Telephone Relay Service	37
2.18. Compliance	37
2.19. Full Force and Effect	37
2.20. Cooperation	37
2.21. Transfer and Assignments	38
2.22. Operator Service	38
2.23. Prohibited Uses	38
2.24. Notices and Communications	38
3. Service Descriptions	39
3.1. Resold Local Exchange Service:	39
3.1.1. Prepaid Service (Local Line)	40
3.1.2. Optional Service Features	40

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President
105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

3.2.	Directory Listing Service	43
3.3.	911 Emergency Services (Enhanced 911):	45
4.	Rates	46
4.1.	Return Check Charge	46
4.2.	Late Fees	46
4.3.	Promotional Offerings	46
4.4.	Local Line Rates	46
4.4.1.	Non-Recurring/Usage Charges	46
4.4.2.	Enhanced/Optional Features	47
4.4.3.	Non-Recurring Service Charges:	47
4.4.4.	Recurring Charges:	47
4.5.	Directory Assistance	47
INDEX OF TERMS		48

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President
105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

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 sheets 8 and 9 would be 8.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Missouri Public Service Commission. For example, the 3rd revised Sheet 8 cancels the 2nd revised sheet 8. Because of deferrals, notice periods, etc., the most current sheet number on file with the Commission is not always the tariff sheet in effect.
- C. Paragraph Numbering Sequences 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).

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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WAIVER OF RULES AND REGULATIONS

Pursuant to § 392.420 R.S.Mo., the following Statutory Provisions and Commission Rules have been waived for Universal Telecom, Inc. by the Missouri Public Service Commission and are consistent with other cases involving Carriers providing basic local telecommunications services in Missouri:

Statutory Provisions

§ 392.210.2
§ 392.240.1
§ 392.270
§ 392.280
§ 392.290
§ 392.300.2
§ 392.310
§ 392.320
§ 392.330
§ 392.340

Commission Rules

4 CSR 240-10.020
4 CSR 240.30.010(2)(C)
4 CSR 240-30.040
4 CSR 240-33.030
4 CSR 240-35

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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LaGrange, Kentucky 40031

EXCHANGES SERVED

UTI provides service in the following exchanges as part of its Resale Agreement(s) or Interconnection Agreement with underlying carriers. The exchanges served are grouped by the service area through the underlying carrier.

Group 1

Alton	Cedar Creek	Forsyth
Amazonia	Centerville	Fremont
Annapolis	Centralia	Gainesville
Arcola	Chamois	Galena
Ashland	Clarence	Golden City
Augusta	Clark	Gorin
Aurora	Clarksdale	Gower
Ava	Collins	Greenfield
Avenue City	Columbia	Grovespring
Avilla	Concordia	Hallsville
Belgrade	Conway	Hamilton
Belle	Cosby	Hartville
Bellevue	Crane	Hawk Point
Birch Tree	Cross Timbers	Helena
Bland	Cuba	Hermann
Blue Eye	Dadeville	Hermitage
Bolckow	Dalton	High Hill
Boss	Dardenne/Lake St. Louis	Highlandville
Bourbon	Defiance	Holstein
Bradleyville	Dora	Houston
Branson	Easton	Humansville
Branson West	Edgar Springs	Hunnewell
Braymer	Eldorado Springs	Hurley
Bronaugh-Moundville	Elkland	Irondale
Brunswick (Triplett)	Ellsinore	Ironton
Buffalo	Elmer	Jamestown
Bunker	Eminence	Jenkins
Cabool	Everton	Jerico Springs
Caledonia	Ewing	Jonesburg
Cameron	Exeter	Kahoka
Canton	Fillmore	Keytesville
Cape Fair	Foley	Kidder
Cassville	Fordland	Kimberling City
Caulfield	Foristell	Kingston

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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LaGrange, Kentucky 40031**

Koshkonong	Oates	St. Peters
La Plata	Old Monroe	Stewartsville
LaBelle	Osborn	Stoutsville
Laddonia	Osceola	Sturgeon
LaGrange	Ozark	Summersville
Lawson	Palmyra	Thayer
Leasburg	Paris	Theodosia
Lesterville	Perry	Thomasville
Lewistown	Pittsburg	Timber
Licking	Plattsburg	Trimble
Louisburg	Potosi	Troy
Lowry City	Prairie Home	Truxton
Macon	Preston	Turney
Manes	Protem	Urbana
Mano	Raymondville	Van Buren
Mansfield	Reeds Spring	Vanzant
Marshfield	Revere	Vichy
Marthasville	Roby	Walker
Maysville	Rocheport	Warrenton
Milo	Rockaway Beach	Washburn
Monroe City	Rockville	Wasola
Montauk Park	Rosendale	Wayland
Monticello	Safe	Weaubleau
Morrison	Santa Fe	Wentzville
Moscow Mills	Sarcoxi	West Plains
Mount Sterling	Savannah	West Quincy
Mt. Vernon	Schell City	Wheatland
Mtn. Grove	Seymour	Whitesville
Mtn. View	Shelbina	Willow Springs
Nebo	Shelbyville	Winfield
New Melle	Sheldon	Winona
Niangua	Shell Knob	Wooldridge
Norwood	Sparta	Wright City
O'Fallon	St. James	

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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Group II

Appleton City	Henrietta	Oterville
Blackburn	Holden	Pickering
Blairstown	Holt	Platte City
Brazito	Hopkins	Pleasant Hill
Buckner	Houstonia	Richland
Butler	Ionia	Rolla
Calhoun	Jefferson City	Russellville
California	Kearney	Salem
Camden Point	King City	Smithton
Centertown	Kingsville	St. Robert
Centerview	Lake Lotawana	St. Thomas
Chilhowee	Lebanon	Strasburg
Clarksburg	Lecton	Sweet Springs
Clinton	Lexington	Syracuse
Coal	Lincoln	Taos
Cole Camp	Lone Jack	Tarkio
Craig	Malta Bend	Tipton
Dearborn	Maryville	Urich
Deepwater	Missouri City	Warrensburg
Edgerton	Montrose	Warsaw
Eugene	Mount City	Waverly
Fairfax	New Bloomfield	Waynesville
Ferrelview	Newburg	Wellington
Ft. Leonard Wood	Norborne	Weston
Green Ridge	Oak Grove	Windsor
Hardin	Odessa	
Harrisonville	Orrick	

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, regulations, and terms and conditions applicable to the furnishing of intrastate common carrier telecommunications resale services by Universal Telecom, Inc. to Customers between various locations in the State of Missouri within the local exchange service area defined herein.

1. **Definitions**

Certain terms used generally throughout this tariff are defined below:

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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- 1.1. Access Code: A sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.
- 1.2. Advance Payment: Payment of all or part of a charge required before the start of service.
- 1.3. Area Calling: Allows the User to make certain intrastate long-distance calls for a fixed monthly rate, if available through the facilities based provider.
- 1.4. Authorization Code: A numbered code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.
- 1.5. Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.
- 1.6. Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.
- 1.7. Call Forward No - Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.
- 1.8. Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.
- 1.9. Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On Hook.
- 1.10. Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.
- 1.11. Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.
- 1.12. Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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LaGrange, Kentucky 40031

- 1.13. Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.
- 1.14. Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.
- 1.15. Calling Number Delivery: Identifies the 10-digit number of the calling party.
- 1.16. Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.
- 1.17. Carrier: A communication common carrier authorizing the Commission or the FCC to provide communications service to the public.
- 1.18. Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.
- 1.19. Commission: The Missouri Public Service Commission.
- 1.20. Company: Universal Telecom, Inc., a Missouri Foreign Corporation, which is the issuer of this tariff.
- 1.21. Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.
- 1.22. Credit Limit: A credit limit placed on Customer's monthly consumption of Services.
- 1.23. Customer: The person, firm, corporation or other entity which utilizes Company's service is responsible for compliance with the Company's tariff regulations; and prepays the Company for use of its Services.
- 1.24. Customer Group dialing Plan: A dialing scheme shared by the members of a customer group, such as 4 digit internal dialing.
- 1.25. Dial Pulse (DP): The pulse type employed by rotary dial Station sets.
- 1.26. Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.
- 1.27. Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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- 1.28. Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial Station sets.
- 1.29. Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.
- 1.30. Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.
- 1.31. Interim Local Number Portability (ILNP) (via Remote Call Forwarding (RCF)): Remote Call Forwarding allows a Local Line Customer to retain its existing Local Exchange Carrier telephone number by using this feature to port its telephone number to MCI Local Service. Monthly charges will apply per telephone number. A number of paths can be associated with this number to permit multiple simultaneous calls to be received. A maximum of 99 paths can be associated with a single ported number.
- 1.32. IntraLATA Toll: A local exchange carrier provided service providing one-way and/or two-way telecommunications and features between points and places within a local access transport area, but outside the local calling area. Customers will access the service by dialing 1 + the number being called and will be charged a toll rate or price for the service.
- 1.33. Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.
- 1.34. Local Access and Transport Area (LATA): A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services by a Local Exchange Carrier.
- 1.35. Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.
- 1.36. Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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LaGrange, Kentucky 40031

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- 1.37. Local Exchange Carrier ("LEC"): A company which furnishes exchange telephone service.
- 1.38. Mbps: Megabits, or millions of Bits, per second.
- 1.39. Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).
- 1.40. Most Idle Trunk Selection (MDL): MDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.
- 1.41. Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.
- 1.42. Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.
- 1.43. Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.
- 1.44. Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.
- 1.45. On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.
- 1.46. Pre-subscription -2: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).
- 1.47. Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.
- 1.48. Regulations: Any and all law(s), rule(s), regulation(s), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or which are under any federal, state, or local statute, utility code, or ordinance and which are applicable to the Services or to any provision of the Tariff.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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- 1.49. Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.
- 1.50. Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date.
- 1.51. Services: The Company's regulated telecommunications services offered on the Company's network under the terms of this Tariff.
- 1.52. Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.
- 1.53. Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.
- 1.54. Station: Telephone equipment from or to which calls are placed.
- 1.55. TDD: Telecommunications Device for the Deaf.
- 1.56. Termination: Discontinuance of Services, either at Customer's request, or by the Company in accordance with Regulations or this Tariff.
- 1.57. Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.
- 1.58. User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

2. Regulations

The Company is a reseller of regulated, intrastate, local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or interconnection agreements, which are on file with, and have been approved by the Commission.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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2.1. Undertaking of the Company

2.1.1. Scope of Service

The Company shall exercise its best efforts to furnish communications service to Customers in connection with one-way and/or two-way information transmissions between points within the State of Missouri under the terms and conditions of this Tariff. The Tariff is for resale of services only on a prepaid basis, with said basic local telecommunications services being offered as a separate and distinct service from other services in accordance with § 392.455 R.S.Mo. The Company shall exercise reasonable efforts to make its services available for Customer use on the installation date, as soon as practicable after execution of a Service Order, subject to compliance with the Regulations. Customer shall execute the Service Order and any other documents as the Company may reasonably require. In the event of a conflict or inconsistency between the terms of the Service Order and those of the Tariff, the Tariff shall govern.

2.1.2. Conditions to Company's Obligations

The obligations of the Company to provide Services are subject to availability, procurement, construction, and maintenance of facilities required to meet the Service Order; the provision of Services to the Company for Resale by the Carrier; interconnection to other Services or facilities as required; and any applicable Credit Limit.

The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control. The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other Carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3. Right to Discontinue or Block Services

The Company reserves the right to block Services to any Customer location, without any liability whatsoever, in the case that the Company detects or reasonably suspects either fraudulent or unlawful use of the Services at or by means of said location or consumption of Services in excess of the Credit Limit.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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2.1.4. Statement of Customer's Rights and Responsibilities

STATEMENT OF CUSTOMER'S RIGHTS AND RESPONSIBILITIES

Pursuant to Missouri Public Service Commission Rule 240-33.060(3), Universal Telecom will hand-deliver or mail to its Customers the following information at the time service is requested:

RIGHTS AND RESPONSIBILITIES OF MISSOURI TELEPHONE CUSTOMERS

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone Customer.

Your Telephone Bill

You will receive a telephone bill from Universal Telecom each month. Universal Telecom provides only basic local telephone service, which includes access to 911 and toll-free 800 services and the custom calling services listed below. Long distance service is not provided by Universal Telecom. Long distance can be accessed using pre-paid calling cards, or other calling cards utilizing a toll-free number. Additionally, you will not have access to the following calls, which will be blocked by Universal Telecom: long distance, toll, third-number billed calls, incoming collect calls and local or long distance operator services, including local and long distance directory assistance. Universal Telecom does not require a deposit for service.

A one-time activation fee and the first month's service charge plus associated taxes are due and payable before service is activated. The installation fee is 100% refundable upon request for termination of service within 10 business days following the date on which the Statement of Rights and Responsibilities is either hand-delivered or mailed to the Customer. In the event the Statement of Rights and Responsibilities is mailed to the Customer, the 10 business days shall start on the date of the postmark. The recurring monthly service charge, plus associated taxes, shall be prorated for the actual number of days which service has been provided with the unused portion being refunded to the Customer.

All monthly service charges must be paid in full within 21 days of the date of the rendition of the monthly statement. If payment is not received within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

Universal Telecom's rates and charges are as follows:	One Time Activation Fee (per line)	\$40.00
	Monthly Basic Local Line Charge	\$49.00

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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Custom Features:

	Monthly		Per Use
Call Waiting	\$5.00	Repeat Dial Busy, per use	\$0.75
Call Forwarding	5.00	Call Return, per use	\$0.75
Three-Way Calling	5.00	Three Way Calling, per use	\$0.75
Caller ID, Name & Number	10.00		
Unpublished Number	5.00		
Area Calling (if available)	15.00		
Call Return	5.00		

There is a One-Time Activation Fee for Caller ID:\$10.00

Telephone number charge:	\$15.00
Non-recurring Usage Charges:	
Processing Change Service Request, per line	\$35.00
Usage/Toll Charge, per use	\$5.00
Directory Assistance, per use	\$0.31
Restore/Reconnection Fee:	\$20.00

The rates listed above do not include applicable taxes and surcharges, including 911 and Relay-Missouri surcharges.

Payment Arrangements

Payment for Service must be sent to Universal Telecom or one of its representatives and may be made by credit card, cash, money order, or cashier's check. If you are temporarily having difficulty paying your telephone bill, please call Universal Telecom or one of its representatives immediately at 1-888-788-7978. By doing this, you may avoid having your phone service suspended or disconnected.

Disconnection or Suspension of Telephone Service

Your telephone service is subject to disconnection or suspension for any reason listed below. If service is disconnected, a new telephone number will be as signed and you will be required to pay installation charges again. Prior to actual disconnection, service is suspended, however, your telephone number is reserved for 10 days and you will not be charged for installation charges again. There is a reconnection fee of \$20.00

Service will be disconnected for any of the following reasons:

1. Nonpayment of any undisputed delinquent charge (you have 21 days after Universal Telecom renders your billing invoice to make your payment. Universal Telecom will send a reminder notice 7 days prior to your disconnection date. In

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

**Stacey Freeland
Vice President**

**105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031**

addition, Universal Telecom will make reasonable efforts to contact you by phone 24 hours prior to disconnection of service.);

2. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
3. Failure to substantially comply with terms of a settlement agreement;
4. Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
5. Material misrepresentation of identity in obtaining telephone utility service; and
6. As provided by State of Federal law.

Universal Telecom will postpone disconnection for a period not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a period who is a member of the household, where telephone service is provided and where such person is under the care of a physician. Any person who alleges such an emergency must notify Universal Telecom and provide the Company with reasonable evidence of such necessity.

Reconnection of Service

After local telephone service has been suspended or disconnected, Universal Telecom will restore your service when the reason for the suspension or disconnection has been remedied. Before restoring your service the following will be required:

1. Payment for all undisputed amounts must be received by Universal Telecom or its authorized agent;
2. Installation charges must be paid again if your service has been disconnected. A reconnection charge of \$20.00 must be paid if your service has been suspended;
3. One month's advance payment has been made.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to Universal Telecom, Inc. toll free at 1-888-788-7978. Written inquiries may be mailed to Universal Telecom, 105 E. Adams Street, Building II, Suite 206, LaGrange, Kentucky 40031.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

**Stacey Freeland
Vice President
105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031**

Accessing Emergency Services

For dialing instructions for accessing emergency services in your area, please refer to the front of your published telephone directory.

Filing a Complaint with the Missouri Public Service Commission

If Universal Telecom cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 West Madison Street, P.O. Box 360, Jefferson City, Missouri 65102-0360, toll free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: P.O. Box 360, Jefferson City, Missouri 65102.

Also the Missouri Office of the Public Counsel, representing the public before the Public Service Commission has an office at 200 West Madison Street, 6th Floor, Jefferson City, Missouri 65102. The Public Counsel's telephone number is 1-573-751-4857.

2.2. Responsibility and Use

- 2.2.1. This Tariff shall be interpreted and governed by the laws of the State of Missouri without regard for the State's choice of law provisions.
- 2.2.2. The Customer has no property right to the telephone number or any other call number designation associated with Services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.
- 2.2.3. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment in accordance with the terms of this Tariff.
- 2.2.4. The Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to

DATE OF ISSUE: October 6, 2000**DATE EFFECTIVE: November 20, 2000**

**Stacey Freeland
Vice President
105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031**

Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

- 2.2.5. Services may be used by Customer for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for prevention of unauthorized, unlawful or fraudulent use or access to Services, which use or access is expressly prohibited.

2.3. Transmission

The Services are suitable for transmission of voice, data, or other communications only to the limited extent set forth in the Tariff or resale/interconnection agreements on file with the Commission.

2.4. Customer Equipment and Channels

2.4.1. General

A Customer may transmit or receive information or signals via the facilities of the Company.

- 2.4.1.A. The Customer is solely responsible for providing and maintaining any terminal equipment on the Customer premises, such as private branch exchange, key system or pay telephone. Such Customer Equipment is the sole responsibility of Customer and the Company has no responsibility for the installation, operation and maintenance of such Equipment. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered and conform with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth elsewhere in the Tariff is not applicable.

- 2.4.1.B. The Customer is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.4.1.C. Customer will be responsible for payment of service charges at the Company's standard hourly rates in effect for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of Customer's Equipment or any other Service or facility not provided by the Company.
- 2.4.1.D. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- 2.4.1.E. Equipment installed at the Customer premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided Equipment.

2.4.2. Interconnection of Facilities

- 2.4.2.A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.2.B. Services may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Customer shall be solely responsible for satisfying all legal requests for interconnecting Customer-provided equipment or communications systems with other communication providers' facilities, including application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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

2.4.3. Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are made to certain countries, cities, or central office ("NXX") exchanges, or use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent the unlawful or fraudulent use of Service.

2.5. Ownership of Facilities

Title to all facilities and Equipment provided by Company in accordance with this Tariff remains in the Company, its agents or contractors.

2.6. Inspections of Customer Premises

2.6.1. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4. for the installation, operation, inspection, and maintenance of Customer-provided facilities and equipment to Company-Owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. Customer shall be solely responsible for any damage to or loss to Company Equipment while on the Customer's premises, unless

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

such damage is caused by the negligence or willful misconduct of the Company, its employees, agents, or contractors.

- 2.6.2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action and upon request 24 hours in advance, provide the Customer with a statement on technical parameters that the Customer's equipment must meet. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary to protect its facilities, equipment and personnel from harm, including discontinuing service in accordance with Section 2.5.6. The Company will also notify the Customer 24 hours in advance of discontinuing or suspending service.

2.7. Non-routine Maintenance and Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.8. Allowances for Interruptions of Service

2.8.1. Credit for Interruptions:

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

**Stacey Freeland
Vice President**

**105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031**

reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.8.1.A. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.8.1.B. If an interruptions is caused by a Provider other than the Company for which a credit or allowances become are to the Company, the Company shall apply such Credit to Customer's account, subject to the Company's collection of such Credit from the Carrier obligated to provide same. Company will have no obligation to apply any credit to Customer's account for Interruptions caused by another Provider or Carrier for which no Credit is due the Company.

2.8.2. Limitations on Allowances

No credit allowance will be made for:

2.8.2.A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User/Joint User, or other common carrier providing service connected to the service of Company;

2.8.2.B. interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;

2.8.2.C. interruptions due to the failure or malfunction of non-Company equipment;

2.8.2.D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

**Stacey Freeland
Vice President**

**105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031**

2.8.2.E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

2.8.2.F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.8.2.G. interruption of service due to circumstances or causes beyond the control of the Company.

2.8.3. Exclusive Remedy.

Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all failure giving rise to Interruptions or Credits to the extent available under this section. For any other failure or in the event Credits are unavailable, Customer's sole and exclusive remedy in lieu of Credits will be an immediate right to Terminate Services prior to the expiration of the minimum period for service.

2.8.4. Use of Alternative Service Provided by the Company:

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

2.9. Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications therefor set forth in the Service Order or in this Tariff.

2.10. Minimum Service Period

Except as otherwise provided herein or in the Service Order, Service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, verbally or in writing, on not less than 30 days notice prior to the expiration date of the current service period. Except as otherwise provided in the Service Order, the minimum period for service will automatically renew for subsequent terms of equal duration. For the purpose of providing notice and computing charges in this Tariff, a month is

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified.

2.11. Deposits and Advance Payments

Company does not require a deposit for residential customers. The Company, at its sole discretion, may require any Customer to make an advance payment for consumption of Services. Prepayment in full is due at least 30 days in advance of the period for which the prepayment is made.

2.12. Credit Limit

The Company may at any time and at its sole discretion, set a Credit Limit for any Customer's consumption of Services for any monthly period.

2.13. Payment Arrangements

2.13.1. Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer.

2.13.1.A. Taxes: All charges and fees are subject to the Commission's jurisdiction, except taxes and franchise fees, which will be submitted to the Commission for prior approval. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be itemized separately on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.13.1.B. The rates set forth herein do not reflect or include taxes, Relay Missouri surcharges, E-911 surcharges, and franchise fees.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

2.13.1.C. A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.¹ This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

2.13.2. Billing and Collection of Charges

2.13.2.A. Company issues residential bills on a monthly basis with bills received by the customers on or about the same day each month.

2.13.2.B. Company will not alter the residential billing cycles unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfers service from one premises to another.

2.13.2.C. All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable in advance. At all times, Customer must have charges prepaid for the following month. Prepayment must be made 30 days in advance of the month such Services are being rendered.

¹ Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland

Vice President

105 East Adams Street, Building II, Suite 200

LaGrange, Kentucky 40031

2.13.2.D. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

2.13.2.E. Prepayment amounts not paid by the required payment date on the invoice are considered past due.

2.13.2.F. Company sets forth the following on residential bills:

2.13.2.F.1. the number of access lines for which charges are stated.

2.13.2.F.2. the beginning or ending dates of the billing period for which charges are stated.

2.13.2.F.3. a statement of the date the bill becomes delinquent if not paid.

2.13.2.F.4. penalty fees and advance payments, if any.

2.13.2.F.5. the unpaid balance, if any.

2.13.2.F.6. the amount for basic service and an itemization of the amount due for all other regulated or nonregulated services including the date and duration of each toll call, if applicable.

2.13.2.F.7. the amount due for all other regulated or nonregulated services offered at a package rate and an itemization of each such service included in the package.

2.13.2.F.8. an itemization of the amount due for taxes, franchise fees, Relay Missouri Surcharge, 911 surcharges and other fees and surcharges as may be necessary and appropriate.

2.13.2.F.9. the total amount due.

2.13.2.F.10. a toll free telephone number where inquiries may be made.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

2.13.2.F.11. if a deposit or advance payment is held by the Company.

2.13.2.F.12. any other credits and charges applied to the account during the billing period.

2.13.3. Disputed Bills

The Customer shall notify the Company verbally or in writing of any disputed items on a bill upon receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company shall notify Customer of and the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

2.13.3.A. The date of the dispute shall be the date the Customer advises the Company that all or part of a charge is in dispute, and the Company shall record the date, time and place the inquiry is made; investigate the inquiry promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.

2.13.3.B. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.13.3.C. The failure of the Customer to cooperate with the Company in efforts to resolve a dispute which has the effect of placing charges in dispute shall constitute a waiver of Customer's right to continued service.

2.14. Reconnection of Service

The Company shall reconnect Customer's Service when the reason for the suspension or disconnection of Service has been remedied and Customer has paid the Reconnection Fee set forth herein.

2.15. Limitation of Liability of the Company and Indemnification

2.15.1. The liability of the Company for damages (including attorneys' fees) arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth herein and in no event will exceed an amount equal to the Service Charges incurred by Customer for the month during which the Service was affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.

- 2.15.2. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.15.3. To the extent permitted by any applicable Regulation, the Company's liability for negligence, gross negligence, and willful misconduct will also be limited to the amounts described in 2.15.1. hereof. If not, the Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, the Company's liability, if any, shall be limited as provided herein.
- 2.15.4. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

- 2.15.5. Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within 60 days from the date that the alleged act or omission occurred.
- 2.15.6. The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.15.7. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.15.8. The Customer shall defend, indemnify, and hold the Company harmless from any and all loss, claims, demands, damages, judgments, expenses, suits or other action, or any liability whatsoever, including without limitation, reasonable attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.15.9. Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.15.10. The Customer and any others authorized by Customer shall defend, indemnify and hold the Company harmless against any action, claim, loss, judgment, demand, liability, expense, or damage including without limitation, reasonable attorneys' fees arising from Customer's use of Services furnished under this Tariff, including:

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

**Stacey Freeland
Vice President**

**105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031**

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service;
 - patent, copyright, trademark, trade name, service mark or trade secret infringement claim arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others or the transmission of any material;
 - all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff
- 2.15.11. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim.
- 2.15.12. **THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.**
- 2.15.13. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for IP damages which result from the operation of Customer provided-systems, equipment, facilities or services which are interconnected with Company services.
- 2.15.14. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

- 2.15.15. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

- 2.15.16. With respect to Emergency Number 911 Service:

- 2.15.16.A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company's liability for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service,

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

will in no event exceed an amount equal to the service charges incurred by Customer during that particular month.

- 2.15.16.B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.
- 2.15.17. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.15.18. In conjunction with a non-published telephone number, as described herein, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.15.19. When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

**Stacey Freeland
Vice President**

**105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031**

tariff, Customer acknowledges and agrees with the release of information as described above.

2.16. Local Calling Area

The Company will provide Services from all exchanges of its underlying Carrier in conformance with that underlying Carrier's existing local exchange boundary maps and local calling scopes as approved by the Commission. These areas associated with each particular exchange or zone may be found in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

2.17. Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.

2.18. Compliance

The Company and Customer shall comply with all Regulations.

2.19. Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administration agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.20. Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.21. Transfer and Assignments.

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

2.22. Operator Service

The Company does not and will not provide local or long distance operator service. If the Customer dials zero the call will be blocked by the Company.

2.23. Prohibited Uses

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

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

2.24. Notices and Communications

The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.24.1. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.24.2. All notices or other communications required to be given pursuant to this tariff will be in writing and verbally for residential customers. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.24.3. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

DATE OF ISSUE: October 6, 2000**DATE EFFECTIVE: November 20, 2000**

**Stacey Freeland
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LaGrange, Kentucky 40031**

3. Service Descriptions

3.1. Resold Local Exchange Service:

The Company's Resold Local Telephone Service (Local Line) provides a Customer with the ability to connect to the Company's switching network through resale of local exchange access and local exchange service provided by an underlying Carrier, which enables the Customer to:

- place or receive calls to any calling Station in the Local Calling Area, as defined herein;
- access basic 911 Emergency Service, if available in the Customer's Local Calling Area;
- place or receive calls to 800 (toll free) telephone numbers;
- access interexchange carriers through prepaid calling cards;
- service for deaf and hearing impaired customers which gives access to the telephone relay system by allowing the customer to place and receive 800 (toll free) calls pursuant to the rules and regulations of the Missouri Public Service Commission. This service is the same as offered and provided by the underlying Carrier with whom Company has entered into Resale Agreements with.

The Company's Service does not permit a Customer to originate calls direct dial (1+) or (0+) toll services and can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

3.1.1. Prepaid Service (Local Line)

Prepaid Service provides Customer a Local Line with a single, voice-grade communications channel. Each Local Line will include a telephone number and a Directory Listing.

- 3.1.1.A. Standard Features: Each prepaid service Customer is provided with only Local Telephone Service as described in Section 3.1 above.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President
105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

- 3.1.1.B. Optional Features: A Local Line Customer may select from the following optional features, at the rates specified herein:

Call Waiting
Call Forwarding No Answer
Unpublished Number
Call Return
Caller I.D. & Name & Number Delivery
Area Calling
Call Return
Three Way Calling
Repeat Dial-Busy
Speed Dial

- 3.1.1.C. Local Line Rates and Charges. The Company will charge a Local Line Customer applicable Service Charges, monthly Recurring Charges, Non-Recurring/Usage Charges and Optional Feature charges as specified below.

3.1.2. Optional Service Features

- 3.1.2.A. Call Waiting. A tone signals the Customer to indicate that another call is waiting. The Customer can answer the second call by flashing the switch hook or by hanging up the phone.
- 3.1.2.B. Call Forwarding. The Customer may direct incoming calls to the Customer's telephone number to routed to a customer-defined telephone number.
- 3.1.2.C. Three-Way Calling. The Customer may sequentially call up to two other customers' telephone numbers and add the calls together making a three-way call.
- 3.1.2.D. Unpublished Number. The Customer may refuse eliciting of its name, street address, telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.2.E. Speed Dial. The Customer may call pre-selected, pre-programmed telephone numbers by dialing a 1 or 2-digit code.
- 3.1.2.F. Call Return. The Customer may return the last call to the Customer's telephone number by dialing a 1 or 2-digit code.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

3.1.2.G. Caller ID.

- 3.1.2.G.1. This feature, if available through the underlying local exchange carrier, enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on income telephone calls. When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.
- 3.1.2.G.2. Per line blocking for blocking of CPN will be available upon request, at no charge, ONLY to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Applicant:
- a) Private, nonprofit, tax exempt, domestic violence intervention agencies,
 - b) Federal, state, and local law enforcement agencies.
- 3.1.2.G.3. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.
- 3.1.2.G.4. A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call, if such service is available through

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

the local exchange carrier. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their named and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

- 3.1.2.G.5. Any customer subscribing the Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.
- 3.1.2.G.6. Telephone CNP information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President
105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

3.2. Directory Listing Service

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.

- 3.2.1. 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 listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.2.2. 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 its rules with respect thereto.
- 3.2.3. Each listing must be designated 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 and only residential listings in the Residential 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.
- 3.2.4. 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.
- 3.2.5. Directory listings are provided in connection with each Customer service as specified herein.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President
105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

- 3.2.5.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. This listing is provided at no additional charge.
- 3.2.5.B. Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 4.
- 3.2.5.C. Nonpublished Listings: Listings that are not printed in directories. A Nonpublished 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, subject to the provisions set forth herein. Rates for Nonpublished Listings are specified in Section 4.
- 3.2.5.D. Nonlisted Numbers: A Nonlisted 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. Rates for Nonlisted Listings are specified in Section 4.
- 3.2.5.E. Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the Tariff published by the specific exchange carrier providing the Foreign Listing.
- 3.2.5.F. Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls. Rates for alternate call listings are specified in Section 4.
- 3.2.5.G. Information Listings: Where available, additional lines of Information which may be included with a primary, additional

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President

105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

or reference listings. Rates for information listings are specified in Section 4.

3.2.5.H. Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone. Charges for reference listings are specified in Section 4.

3.3. 911 Emergency Services (Enhanced 911):

- 3.3.1. Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E-911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E-911 provider for display at the Public Service Answering Point (PSAP).
- 3.3.2. Company is obligated to supply the E-911 service provider in Company's service area with accurate information necessary to update the E-911 database at the time Company submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.
- 3.3.3. Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo. 190.310.
- 3.3.4. At the time Company provides basic local service to a Customer by means of Company's own cable pair, or over any other exclusively owned facility, Company will be obligated to make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.
- 3.3.5. Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President
105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

4. Rates

4.1. Return Check Charge

The Customer will be charged the applicable statutory return check charge whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2. Late Fees

All past due invoices will incur a monthly finance charge on the unpaid balance at a rate equal to the statutory maximum of one and one-half percent (1.5%).

4.3. Promotional Offerings

Company may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. Company will provide written notice to the Commission at least seven (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.

4.4. Local Line Rates

4.4.1. Non-Recurring/Usage Charges

Service Charges	Rates
Processing/Application (per line)	\$40.00
Processing Change Service Request (per line)	\$35.00
Restore/Reconnection Fee	\$20.00
Usage/Toll Charge	\$5.00
Directory Assistance (per use)	\$.31
Caller I.D. Set up	\$10.00

4.4.2. Enhanced/Optional Features

<u>Feature/1</u>	<u>Rates</u>
Residential Line, per month	\$49.00
Call Forwarding No Answer, per month	\$ 5.00
Unpublished Number, per month	\$ 5.00

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President
105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

Call Return, per month	\$ 5.00
Caller I.D. & Name & Number Delivery, per month	\$10.00
Area Calling, (if available)	\$15.00
Call Return, per use	\$.75
Three Way Calling, per use	\$.75
Repeat Dial-Busy, per use	\$.75
Touch Tone Dialing	\$ N/C

4.4.3. Non-Recurring Service Charges: Non-Recurring charges associated with Directory Listings are as follows:

Per Listing or Per Number Charge	
Primary Listing	N/C
Non-Listed Number	N/C
Non-Published Number	\$5.00

4.4.4. Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

Per Listing or Per Number Charge	
Primary Listing	N/C
Non-Listed Number	N/C
Non-Published Number	\$5.00 per month

4.5. Directory Assistance

The Company does not provide local directory assistance.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President
105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031

INDEX OF TERMS

<u>Term</u>	<u>Page No.</u>
911 Emergency Services (Enhanced 911)	44
Allowances for Interruptions of Service	24
Application of Tariff	11
Billing and Collection of Charges	28
Call Blocking	23
Calling Party Directory Name	40
Compliance	36
Conditions to Company's Obligations	16
Cooperation	36
Credit Limit	27
Customer Equipment and Channels	21
Definitions	11
Deposits and Advance Payments	27
Directory Assistance	46
Directory Listing Service	42
Disputed Bills	30
Exchanges Served	8
Explanation of Symbols	2
Full Force and Effect	36
Inspections of Customer Premises	24
Interconnection of Facilities	23
Late Fees	45
Limitation of Liability of the Company and Indemnification	30
Limitations on Allowances	25
Local Calling Area	36
Local Line Rates	45
Minimum Service Period	26

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

**Stacey Freeland
Vice President**

**105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031**

Non-routine Maintenance and Installation	24
Notices and Communications	37
Optional Service Features	39
Ownership of Facilities	23
Payment Arrangements	27
Payment for Service	27
Prepaid Service (Local Line)	38
Prohibited Uses	37
Promotional Offerings	45
Rates	45
Reconnection of Service	30
Regulations	16
Resold Local Exchange Service	38
Responsibility and Use	20
Right to Discontinue or Block Services	17
Scope of Service	16
Service Commencement and Acceptance	26
Service Descriptions	38
Statement of Customer's Rights and Responsibilities	17
Table of Contents	3
Telephone Relay Service	36
Transfer and Assignments	36
Transmission	21
Undertaking of the Company	16

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland
Vice President
105 East Adams Street, Building II, Suite 200
LaGrange, Kentucky 40031