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November 22, 2000

VIA FEDERAL EXPRESS

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

FILED³
NOV 27 2000 *RB*
Missouri Public
Service Commission

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

Dear Mr. Roberts:

Pursuant to recent communications with Amonia Moore of the Missouri Public Service Commission, I have made revisions to the original Tariff (No. 200100410) previously submitted. In that regard, I herein submit an original and eight (8) copies of Substitute Sheet Nos. 1 through 51 for review by the Commission.

In addition, with this letter I hereby request an extension of the effective date of this Tariff No. 200100410 from December 8, 2000 to and including December 13, 2000 to provide the Commission sufficient time within which to review the enclosed Substitute Pages. Please advise immediately whether this new effective date is acceptable to the Commission.

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

Dale Roberts
November 22, 2000
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cc: Office of the Public Counsel
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Jefferson City, MO 65102

Missouri Public Service Commission
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Amonia Moore (via e-mail)

MISSOURI LOCAL EXCHANGE SERVICE TARIFF

OF

UNIVERSAL TELECOM, INC.

TO OPERATE AS A COMPETITIVE TELECOMMUNICATIONS COMPANY

This tariff contains descriptions, 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 company'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
LaGrange, Kentucky 40031**

WAIVER OF RULES AND REGULATIONS

Pursuant to § 392.420 R.S.Mo., the following Statutory Provisions and Commission Rules have been waived in other cases involving Carriers providing basic local telecommunications services:

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

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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.
- 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).

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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. |

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Universal Telecom, Inc. to Customers within the local exchange service area defined herein.

1. Definitions

Certain terms used generally throughout this tariff are defined below:

- 1.1. Advance Payment: Payment of all or part of a charge required before the start of service.
- 1.2. Area Calling: Allows the User to make certain intrastate long-distance calls for a fixed monthly rate, if available through the facilities based provider.
- 1.3. 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.
- 1.4. Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.
- 1.5. 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.
- 1.6. Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.
- 1.7. Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On Hook.
- 1.8. 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.
- 1.9. 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.

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- 1.10. Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.
- 1.11. 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.
- 1.12. Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.
- 1.13. Calling Number Delivery: Identifies the 10-digit number of the calling party.
- 1.14. Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.
- 1.15. Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.
- 1.16. Company: Universal Telecom, Inc., a Missouri Foreign Corporation, which is the issuer of this tariff.
- 1.17. Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.
- 1.18. Customer: The person, firm, corporation or other entity which utilizes Company's service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.
- 1.19. Customer Group dialing Plan: A dialing scheme shared by the members of a customer group, such as 4 digit internal dialing.
- 1.20. Dial Pulse (DP): The pulse type employed by rotary dial Station sets.
- 1.21. Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.
- 1.22. 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.
- 1.23. Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial Station sets.

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- 1.24. Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.
- 1.25. 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.
- 1.26. 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.
- 1.27. 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.
- 1.28. 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.
- 1.29. 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.
- 1.30. 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.
- 1.31. 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.
- 1.32. Local Exchange Carrier: A company which furnishes exchange telephone service.
- 1.33. Mbps: Megabits, or millions of Bits, per second.

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- 1.34. 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).
- 1.35. 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.
- 1.36. Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.
- 1.37. Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.
- 1.38. 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.
- 1.39. Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.
- 1.40. On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.
- 1.41. 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).
- 1.42. Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.
- 1.43. 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.
- 1.44. 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

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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.

- 1.45. Services: The Company's telecommunications services offered on the Company's network.
- 1.46. Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.
- 1.47. Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.
- 1.48. Station: Telephone equipment from or to which calls are placed.
- 1.49. Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.
- 1.50. User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

2. Regulations

2.1. Undertaking of the Company

2.1.1. Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Missouri under the terms of this tariff. The tariff is for resale of services only on a prepaid basis for business and residential services. Said basic local telecommunications are being offered as a separate and distinct service from other services in accordance with § 392.455.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

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

2.1.2. Shortage of Equipment or Facilities

2.1.2.A. 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.

2.1.2.B. 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. Terms and Conditions

2.1.3.A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, verbally or in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.B. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days verbal or written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their

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nature extend beyond the termination of the term of the Service Order shall survive such termination.

- 2.1.3.D. 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.
- 2.1.3.E. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.F. 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 deems it necessary to do so in the conduct of its business.
- 2.1.3.G. 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.
- 2.1.3.H. 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 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.
- 2.1.3.I. The Company offers Customer a ten (10) day money back guarantee for its monthly service from the time such services are rendered, excluding any associated connection fees, reconnection fees, or one time fees. Any funds returned to Customer will be prorated for the number of days of service actually furnished to Customer if a refund is requested by

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Customer in writing within ten (10) days of the services being rendered.

2.1.4. Liability of the Company

2.1.4.A. The liability of the Company for damages 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 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 in Section 2.5., below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. 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.

2.1.4.B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, 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, and subject to the provisions of Sections 2.5., 2.6., 2.7. and 2.8., the Company's liability, if any, shall be limited as provided herein.

2.1.4.C. 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

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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.

- 2.1.4.D. 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.
- 2.1.4.E. 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.
- 2.1.4.F. 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 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.
- 2.1.4.G. 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.
- 2.1.4.H. Notwithstanding the Customer's obligations as set forth in Section 2.3.2., the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it

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to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

- 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; and
- patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others
- 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

- 2.1.4.I. 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, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.J. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.K. 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.
- 2.1.4.L. 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,

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

2.1.4.M. 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 in compliance with the criteria set forth in Section 2.1.6. following, 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.

2.1.4.N. With respect to Emergency Number 911 Service:

2.1.4.N.1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible 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

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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.

2.1.4.N.2. 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.

2.1.4.O. 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.

2.1.4.P. In conjunction with a non-published telephone number, as described in Section 3.2.5.C., the Company will not be liable

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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.

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

2.1.4.R. The Company shall not be liable for any act or omission concerning the implementation of Pre-subscription, as defined herein.

2.1.5. Notification of Service-Affecting Activities

2.1.5.A. The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6. Provision of Equipment and Facilities

2.1.6.A. The Company shall use reasonable efforts to make available services to a Customer within five (5) working days after the date the Customer ordered service or on or by the date requested if it is at least five (5) working days after the date the Customer ordered service, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff and

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any natural disaster. The Company does not guarantee availability and shall not be liable for any delays in commencing service to any Customer.

2.1.6.B. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Company shall use reasonable efforts to fill orders for regrade of service not requiring substantial construction within thirty (30) days after the date the Customer ordered the service. 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.

2.1.6.C. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

2.1.6.D. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected, to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

2.1.6.D.1. the transmission of signals by Customer provided equipment, or for the quality of, or defects in, such transmission; or

2.1.6.D.2. the reception of signals by Customer provided equipment; or

2.1.6.D.3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7. Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous

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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.

2.1.8. Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.2. Prohibited Uses

2.2.1. 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.

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

2.3. Rights and Obligations of the Customer

2.3.1. General

The Customer shall be responsible for:

2.3.1.A. the payment of all applicable charges pursuant to this tariff;

2.3.1.B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated to the Company's right of recovery of damages to the extent of such payment.

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- 2.3.1.C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.3.1.D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 2.3.1.E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 2.3.1.F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D. above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining,

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repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

2.3.1.G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and

2.3.1.H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2. Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

2.3.2.A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.3.2.B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.3. Rights and Responsibilities of Missouri Residential Telephone Customer.

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.

2.3.3.A. Your Telephone Bill. You'll receive a telephone bill from us each month. The Company provides basic local telephone

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service. The Company does require a deposit and advance payments for service. Prepayment in full is due at least 21 days prior to the period for which the prepayment is made. If we do not receive your payment within _____ 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.

2.3.3.B. Payment Arrangements. Payment must be sent to the Company or made at one of our Agent locations. Payment for service may be made by credit card or check, or may be paid in cash at an authorized Agent location. If you are temporarily having difficulty paying your telephone bill, please call the Company immediately at 888-788-7978. By doing this, you may avoid having your phone service suspended or disconnected.

2.3.3.C. Disconnection or Suspension of Telephone Service. Your telephone service is subject to disconnection or suspension for any of the reasons listed below. If service is disconnected, a new telephone number will be assigned and you will be required to pay installation charges again. If service is suspended, your telephone number is reserved for five (5) days and you will not be charged installation charges again.

2.3.3.C.1. Nonpayment of an undisputed delinquent account. Your service will not be suspended or discontinued for nonpayment of a delinquent charge until the Company has notified you in writing at least ten (10) days in advance of the suspension or discontinuance. Additionally, the Company will make reasonable efforts to contact you at least 24 hours in advance prior to suspending or disconnecting your telephone service.

2.3.3.C.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.

2.3.3.C.3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.

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- 2.3.3.C.4. Misrepresentation of identity in obtaining telephone utility service.
- 2.3.3.C.5. Failure to post a required deposit or guarantee.
- 2.3.3.C.6. Failure to comply with terms of a settlement agreement.
- 2.3.3.C.7. As provided by state or federal law.
- 2.3.3.D. Reconnection of Service. After local telephone service has been suspended or disconnected, the Company will restore your service when the reason for the suspension or disconnection has been remedied. Before restoring your service, the following will be required:
 - 2.3.3.D.1. Payment for all undisputed amounts and the requisite prepayment must be received by the Company or its authorized Agent.
 - 2.3.3.D.2. Installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended.
 - 2.3.3.D.3. If the Company is charged by the underlying carrier for reconnecting service, all such charges must be paid by Customer before reconnection is permitted.
- 2.3.3.E. Procedures for Handling Inquiries and Complaints. Telephone inquiries may be directed to the Company at 888-788-7978. Written inquiries may be directed to Universal Telecom, 105 E. Adams Street, Building II, Suite 206, LaGrange, Kentucky 40031.
- 2.3.3.F. Filing a Complaint with the Missouri Public Service Commission. If the Company cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 West Madison Street, P.O. Box 360, Jefferson City, MO 65102-0360, toll free at 800-392-4211 to file an informal complaint.

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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 573-751-4857.

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 responsible for providing and maintaining any terminal equipment on the Customer premises. 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 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 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 in Section 2.7. below 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

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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.

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

2.4.2.B. Local 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.

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. Inspections

2.4.3.A. 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 2.4.1. for the installation, operation, 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.

2.4.3.B. 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

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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.

2.5. Payment Arrangements

2.5.1. 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. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.A. Taxes: All charges and fees are subject to MoPSC jurisdiction, except taxes and franchise fees, which will be submitted to the MoPSC 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.

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

2.5.1.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

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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.

2.5.2. Billing and Collection of Charges

- 2.5.2.A. Company issues residential bills on a monthly basis with bills received by the customers on or about the same day each month.
- 2.5.2.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.
- 2.5.2.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 by the 15th of the month before which such services are being rendered.
- 2.5.2.D. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.
- 2.5.2.E. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which

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.

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service was furnished will be calculated on a pro rata basis, for this purpose, every month is considered to have 30 days.

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

2.5.2.G. Company sets forth the following on residential bills:

- 2.5.2.G.1. the number of access lines for which charges are stated.
- 2.5.2.G.2. the beginning or ending dates of the billing period for which charges are stated.
- 2.5.2.G.3. a statement of the date the bill becomes delinquent if not paid.
- 2.5.2.G.4. penalty fees and advance payments, if any.
- 2.5.2.G.5. the unpaid balance, if any.
- 2.5.2.G.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.
- 2.5.2.G.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.
- 2.5.2.G.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.
- 2.5.2.G.9. the total amount due.
- 2.5.2.G.10. a toll free telephone number where inquiries may be made.
- 2.5.2.G.11. if a deposit or advance payment is held by the Company.

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2.5.2.G.12. any other credits and charges applied to the account during the billing period.

2.5.3. 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 Missouri Public Service Commission in accordance with the Agency's rules of procedure.

2.5.3.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.

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

2.5.3.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.

2.5.4. Deposits and Advance Payments

No deposits are required. All accounts are prepaid thirty (30) days in advance. (Payments may be made in the form of money order or cashier's checks.)

2.5.5. Refunds and Credits

A request for a refund or credit, for whatever the reason, must be made in writing by the customer and mailed to Universal Telecom, Inc., 105 East Adams Street, Building II, Suite 200, LaGrange, Kentucky, 40031. The request for the refund will be reviewed and the customer will either receive a credit, or an explanation as to why no credit is due. This notification will be given to the customer within thirty (30) days of receipt of the actual request.

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2.5.6. Discontinuance or Suspension of Service to Residential Customers

Residential service may be discontinued or suspended for any of the following reasons listed below:

- 2.5.6.A. Nonpayment of an undisputed delinquent charge.
- 2.5.6.B. Failure to post a required deposit or guarantee.
- 2.5.6.C. 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.
- 2.5.6.D. Failure to comply with terms of a settlement agreement.
- 2.5.6.E. Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment.
- 2.5.6.F. Material misrepresentation of identity in obtaining telephone utility service.
- 2.5.6.G. As approved by federal or state law.

2.5.7. Residential Medical Emergency

The Company will postpone a discontinuance for a time in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested provide the Company with reasonable evidence of such necessity.

2.5.8. Discontinuance or Suspension of Service to Business Customers

In addition to the reasons for discontinuation or suspension of service set forth in Section 2.5.6., business service may be discontinued or suspended for the following reasons:

- 2.5.8.A. Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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- 2.5.8.B. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.8.C. Upon the Customer's abandonment of service or indebtedness to the Company for other than current charges, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.8.D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.8.E. The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:
- 2.5.8.E.1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.8.E. if:
 - 2.5.8.E.2. The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 - 2.5.8.E.3. The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
 - 2.5.8.E.4. The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier

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communications services to which the Customer either subscribes or had subscribed or used; or

2.5.8.E.5. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the billed charges for the service by:

2.5.8.E.5.(a). Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or

2.5.8.E.5.(b). Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

2.5.8.E.5.(c). Any other fraudulent means or devices; or

2.5.8.E.5.(c).I. Use of service in such a manner as to interfere with the service of other users; or

2.5.8.E.5.(c).II. Use of service for unlawful purposes.

2.5.8.E.6. Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with this Section; or

2.5.8.E.7. Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that ten (10) day period; or

2.5.8.E.8. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

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- 2.5.8.E.9. Upon the Company's discontinuance of service to the Customer under Section 2.5.8., all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

2.5.9. Reconnection of Service

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

- 2.5.9.A. Payment for all undisputed amounts must be received by the Company or its authorized agent.
- 2.5.9.B. Installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended.

2.5.10. Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to Company toll free at 888-788-7978. Written inquiries may be directed to Universal Telecom, Inc., 105 East Adams St., Building II, Suite 200, LaGrange, Kentucky 40031.

2.5.11. Filing a Complaint with the Missouri Public Service Commission

If Company cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 Madison Street, P.O. Box 360, Jefferson City, Missouri 65102-0360, toll free at 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 Madison Street, 6th Floor, Jefferson City, Missouri 65102. The Public Counsel's telephone number is (573) 751-4857.

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2.6. Additional Missouri Public Service Commission Rules for Discontinuation or Suspension of Residential Service

- 2.6.1. Residential Service may not be discontinued by Company for failure to pay charges not subject to the Missouri Public Service Commission's jurisdiction.
- 2.6.2. Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the Company's offices are not available to facilitate reconnection of services on a day immediately preceding such day.
- 2.6.3. Residential services shall not be discontinued unless written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance.
- 2.6.4. At least 24 hours preceding a discontinuance, Company shall make reasonable efforts to contact the Customer to advise them of the proposed discontinuance and what steps must be taken to avoid it.
- 2.6.5. Company's Notices of Discontinuance shall contain the following information:
- 2.6.5.A. The name and address and the telephone number of the Customer.
 - 2.6.5.B. A statement of the reason for the proposed discontinuance and the cost for reconnection.
 - 2.6.5.C. The date after which service will be discontinued unless appropriate action is taken.
 - 2.6.5.D. How a Customer may avoid the discontinuance.
 - 2.6.5.E. The Customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full.
 - 2.6.5.F. The telephone number where Customer may make an inquiry.
 - 2.6.5.G. A statement that the notice will not be effective if the charges involved are part of an unresolved dispute.

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2.6.5.H. A statement of the exception for medical emergency pursuant to Section 2.5.7.L. of this tariff.

2.7. Allowances for Interruptions of Service

2.7.1. 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 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.

2.7.1.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.

2.7.2. Limitations on Allowances

No credit allowance will be made for:

2.7.2.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;

2.7.2.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;

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

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- 2.7.2.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;
- 2.7.2.E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.7.2.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;
- 2.7.2.G. interruption of service due to circumstances or causes beyond the control of the Company.

2.7.3. 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.

2.8. Cancellation of Service

2.8.1. Cancellation of Application for Service

- 2.8.1.A. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.8.1.B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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2.8.2. Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.7.1. above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5., all costs, fees and expenses incurred in connection with:

2.8.2.A. all Non-Recurring Service Charges reasonably expended by Company to establish service to Customer, plus

2.8.2.B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

2.8.2.C. all Recurring Charges specified in the applicable tariff for the balance of the then current term.

2.9. 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. In the event the Customer dials zero and completes the call, the Customer will be billed by the Company the same amount the Company is billed by the Local Exchange Carrier or other service provider.

2.10. 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.

2.11. 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

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Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.11.1. 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.

2.11.2. 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.

2.11.3. 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.

3. Service Descriptions

3.1. Local Exchange Service:

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network 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;
- 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 Sprint, Verizon,

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and/or TDS Telecom with whom Universal Telecom, Inc. have entered into Resale Agreements with.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

3.1.1. Service Area:

Where facilities are available, service areas are the entire geographic area of Missouri in which Sprint, Verizon, and TDS Telecom provide local exchange service.

3.1.1.A. Local Calling Areas: Exchanges and zones included in the local calling area are the entire geographic areas in which Sprint, Verizon, and TDS Telecom provide local exchange service. Those local calling 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.

3.1.2. Local Line:

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.2.A. Optional Features: A Local Line Customer may order the following optional features, at the rates specified in Section 3.1.2.B.2.:

- 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

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3.1.2.B. Local Line Rates and Charges: A Local Line Customer will be charged applicable Service Charges, monthly Recurring Charges and usage charges.

3.1.2.B.1.	Service Charges	Rates
	<u>Non-Recurring/Usage Charges</u>	
	Processing/Application (per line)	\$40.00
	Processing Change Service Request (per line)	\$35.00
	Restore Fee	\$20.00
	Usage/Toll Charge	\$ **.
	Directory Assistance (per use)	\$.31
	Caller I.D. Set up	\$10.00

(**As billed to the Company by the Local Exchange Carrier or other telecommunications service provider, in the event Customer is able to complete the blocked call.)

3.1.2.B.2. Enhanced 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
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

3.2. Directory Listings

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

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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.
- 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.

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Rates for additional listings are specified in Section 3.2.5.I. and 3.2.5.J.

- 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 in Section 2.1.4. Rates for Nonpublished Listings are specified in Section 3.2.5.I. and 3.2.5.J.
- 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 3.2.5.I. and 3.2.5.J.
- 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 3.4.5.I. and 3.2.5.K.
- 3.2.5.G. Information Listings: Where available, additional lines of Information which may be included with a primary, additional or reference listings. Rates for information listings are specified in Section 3.2.5.I. and 3.2.5.K.
- 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.

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Charges for reference listings are specified in Section 3.2.5.I. and 3.2.5.J.

3.2.5.I. 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

3.2.5.J. 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

3.3. 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.

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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.

3.4. Caller ID

3.4.1. 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.

3.4.2. 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.

3.4.3. 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.

3.4.4. 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 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

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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.

3.4.5. 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.

3.4.6. 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.

3.5. Call Trace

3.5.1. In all GTE exchanges, Company's call trace capability is not available on a per call basis. If a Customer wishes to have this capability they must pre-subscribe to Company's call Tracing Service. A monthly recurring charge applies.

A Customer who pre-subscribes to Company's Call Tracing Service and wishes to attempt a Call trace must immediately after the call press *57, and hold the line. A recording will inform the Customer if the trace was successful, and how to proceed by contacting 911 and/or GTE's Nuisance Call Bureau. The recording will provide the number of the Nuisance Call Bureau. Under no circumstances will the Customer be provided the calling number. However, the Nuisance Call Bureau will follow up with law enforcement authorities according to GTE protocol.

3.5.2. In all Sprint exchanges, Customers receiving annoying or anonymous calls may request a telephone number change which will be provided at no charge by Company or the customer may utilize Call Trace on a per

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activation basis with an associated charge per use. Call Trace allows the customer to dial *57 to automatically request that the following information be recorded: a) the originating telephone number b) the date and time of the call and c) the date and time call trace was activated. When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number which will assist the customer. Should the customer decide to prosecute the originating party, the customer should contact Company for further instructions. Activation of Call Trace never authorizes Company to provide the called party with the calling party telephone number. Call Trace is a feature which must be activated through contact with company's business office.

4. Promotional Offerings:

4.1. 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.

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