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January 5, 2000

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Missouri Public
Service Commission

Mr. Dale Hardy Roberts
Executive Secretary-Chief Regulatory Law Judge
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102-0360

RE: Case No. TA-2000-390, Tariff File No. 200000594
IP Communications Corporation d/b/a IP Communications of the Southwest Corporation
Interexchange and Non-Switched Local Exchange Telecommunications Tariff

Dear Mr. Roberts:

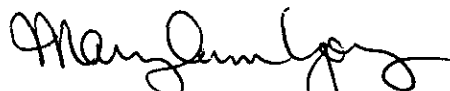
Enclosed please find an original and six copies of the following **substitute tariff sheets** of IP Communications:

P.S.C. Mo. Tariff No. 1, Original Sheet No. 6,
P.S.C. Mo. Tariff No. 1, Original Sheet No. 10 - 12, and
P.S.C. Mo. Tariff No. 1, Original Sheet No. 14.

These tariff sheets are to be substituted for similarly numbered sheets in the **interexchange and non-switched local exchange tariff** currently under consideration by the Commission. These revisions are provided per discussion with, and as requested by Staff, for filing with the Commission.

Thank you for your assistance in processing this substitute tariff filing. A copy of this letter accompanies each copy of the substitute tariff sheets. A copy of this filing is being served on Public Counsel this date. If there are any questions, please call me at 634-8109.

Sincerely,



Mary Ann (Garr) Young

cc: Office of Public Counsel
Mr. David Bolduc, McCollough & Associates
Ms. Amonia Moore

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2.1 Definitions (cont'd)

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Installation: The connection of a Circuit, Dedicated Access Channel, or port for new, changed or an additional service.

Interexchange Service/ (IXC): Interexchange Service means that portion of a Channel or Circuit between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

Interruption: A condition whereby the Service or a portion thereof is inoperative beginning at the time of notice by the Customer to the Company that such Service is inoperative and ending at the time of restoration.

Joint User: A Person, firm or corporation that is designated by the Customer as a User of Services furnished to the Customer by Company and to whom a portion of the charges for the Service will be billed under a Joint User Arrangement as specified herein.

Nonrecurring Charges: One-time charges relevant to Service.

Payment Method: The manner in which the Customer is authorized by the Company to pay charges for Service.

Private Line: A Channel or Circuit dedicated to a particular customer without regard to actual use.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, that continue for the agreed upon duration of the Service.

Residential Applicant: A Residential Applicant is any individual who applies for Service under this Tariff whose primary use of the Service will be of a social or domestic nature.

2.2.4 Claims

- (A) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to (i) claims for libel, slander, invasion of privacy, or infringement of copyright in connection with the material transmitted over the Company's Service or facilities; (ii) claims for infringement of patent arising from the combination, connection or use of the Company's equipment, facilities or Service with Customer-provided equipment, facilities or services; and (iii) any other claim resulting from any act or omission of the customer or patron(s) of the Customers relating to the use of the Company's Service or facilities.
- (B) The Company and Customer shall mutually agree all claims, actions or proceedings arising in connection with the Service shall be governed by the laws of the State of Missouri, and venue for such claims shall be in the State of Missouri.

2.2.5 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, Customer-provided equipment and facilities used in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily within the Company's Service, equipment and facilities.
- (B) The Company shall not be responsible for the installation, operation or furnishing of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this Tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Service (i) renders obsolete any of the Customer-provided equipment or facilities; (ii) requires modification of the Customer-provided equipment or facilities; or (iii) otherwise affects the reception of signals by Customer-provided equipment or facilities.

2.3 Obligations of the Customer

2.3.1 Payment Arrangements

- (A) The Customer is responsible for payment of all charges for Service furnished by the Company to the Customer. This responsibility is not changed due to any unauthorized use or misuse of the Service by the Customer's employees, third parties, or the public. Customer shall indemnify and hold the Company harmless from all costs, expenses claims or actions arising from unauthorized use or misuse of any nature of the Service. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service.
- (B) In cases where special construction or materials or unusual expenses are required to supply Service to the Customer, the Customer shall pay additional charges to compensate for the additional costs.
- (C) Federal, state and local sales, use, excise and other taxes, where applicable, will be listed as separate line items on customer's bill and shall be added to the charges contained therein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable. All charges and surcharges other than taxes and franchise fees must have prior Commission approval
- (D) Charges for Service are payable in advance except for per minute or per call charges, if any, which are payable in arrears. Bills are due and payable within twenty-one (21) days after the closing date printed on the bill mailed to the Customer by the Company and are payable at the business office of the Company or at any other office designated by the Company.

2.3.1 Payment Arrangements (cont'd)

- (E) Interest, at the lesser of (i) the rate of one and one-half (1.5) percent compounded monthly (19.56% per annum) and computed on a daily basis or (ii) the highest rate allowed by law per month, may accrue upon any unpaid amount commencing thirty (30) days after the date of the invoice. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.
- (F) Charges shall be deemed correct and properly billed if the Customer fails to notify the Company in writing, by phone or in person with reasonable detail that it is disputing a particular charge within thirty (30) day after the date of the invoice.
- (G) A fee up to the highest amount permitted by applicable law will be charged for all returned checks.

2.3.2 Service Deposits

- (A) The Customer may be required to make a Service deposit to be held as a guarantee for payment of charges if the Customer has not established its creditworthiness to the satisfaction of the Company. A deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

--two month's charges for a service or facility which has a minimum payment period of one month ; or

--the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

2.6 Termination of Service for Cause

- (A) Upon non-payment of any sum owing to the Company for more than forty-five (45) days beyond the date the bill for Service is mailed by the Company, or upon violation of any of the terms or conditions governing the furnishing of Service under this Tariff, the Company may, without incurring any liability, terminate the furnishing of Service to the Customer under this tariff.