# United American Technology, Inc.

## TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for resold interexchange telecommunication services provided by United American Technology, Inc., with principal offices at 1362 East 15th Street, Edmond, Oklahoma 73103.

This tariff applies for services furnished 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.

NOTES:

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# LIST OF WAIVED STATUTES AND REGULATIONS

Applicant is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived for purposes of offering telecommunications services as set forth herein:

# **STATUTES**

392.210.2	<del></del>	Uniform system of accounts
392.240(1)		Rates, rentals, service and physical connections
392.270		Valuation of Property (rulemaking)
392.280		Depreciation of accounts
392.290		Issuance of securities
392.300.2		Acquisition of Stock
392.310		Stock and debt issuance
392.320		Stock dividend payment
392.330		Issuance of securities; debts and notes
392.340		Reorganizations

# Missouri P. S. C. Rules

4 CSR 240-10.020	 Depreciation fund income
4 CSR 240-30.040	 Uniform system of account

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# United American Technology, Inc.

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# **SYMBOLS**

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

- (C) Change in Rule or Regulation.
- (D) Delete or discontinue.
- (1) Change resulting in an increase to a customer's bill.
- (M) Moved from or to another tariff location.
- (N) New.
- (R) Change resulting in a reduction to a customer's bill.
- (T) Change in text or regulation.

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## **SECTION 1 - DEFINITIONS**

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Carrier or Company - United American Technology, Inc., unless otherwise indicated by the context.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Dedicated Access** - See Special Access Origination/Termination.

MPSC - Refers to the Missouri Public Service Commission.

**Special Access Origination/Termination -** Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

**Subscriber** - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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# 2.1 Undertaking of the Company

United American Technology, Inc. offers intrastate interexchange service originating at specified points within the state of Missouri under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

## 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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### 2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

# 2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with this tariff and any other applicable law.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

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### 2.5 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

# 2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company 's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

### 2.7 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.

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# 2.8 Cancellation by the Company

Without incurring liability, the Company may immediately discontinue services to a Subscriber or End User or may withhold the provision of ordered or contracted services after 10 days written notice to residential customers:

- **2.8.1** For nonpayment of any sum due for more than thirty days after issuance of the bill for the amount due.
- **2.8.2** For violation of any of the provisions of this tariff,
- **2.8.3** For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
- **2.8.4** By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

# 2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with price list regulations and the proper installation and operation of subscriber and the Company 's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

## 2.10 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice.

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## 2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the MPSC. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

United American Technology, Inc. 1362 East 15th Street Edmond, Oklahoma 73103 (800) 394-2611

Customers who are dissatisfied with the response to their complaint may contact the Missouri Public Service Commission for resolution of the issues at the following address:

Missouri Public Service Commission Public Information Office Governor Office Building 200 Madison Street PO Box 360 Jefferson City, MO 65102-0360 (573) 751-3234 (800) 392-4211 pscinfo@psc.state.mo.us

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#### 2.12 Other Rules

## 2.12.1 Regulatory Changes

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the MPSC and the Federal Communications Commission.

# 2.12.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

## 2.13 800/888/877/866 Numbers

- **2.13.1** The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.
- 2.13.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.
- 2.13.3 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

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### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### 3.1 General

United American Technology, Inc. offers outbound long distance, in-bound 800 services, travel card, debit card and operator services to its customers. Rates for these services vary by product. All UAT services are available 24 hours a day, seven days a week.

UAT's Operator Assisted Service is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the Illinois Commerce Commission and the Federal Communications Commission.

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### 3.2 Determination of Call Duration and Timing of Calls

- 3.2.1 For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2 Chargeable time ends when the connection is terminated.
- 3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4 The initial and additional timing periods for billing purposes vary by product and are specified in this Section of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, UAT will reasonably issue credit for the call.

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# 3.3 Time of Day Rate Periods

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THU R	FRI	SAT	SUN
8:00 AM TO 4:59 PM			IE RATE OR RATE PI		l		
5:00 PM TO 10:59 PM			G RATE OR AK RATE				EVE
11:00 PM TO 7:59 AM		NIC		KEND RA OR AK RATE			

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- 3.3 Time of Day Rate Periods, (Cont'd.)
  - 3.3.1 Day, Evening, and Night/Weekend times are determine by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.
  - 3.3.2 The time when connection is established is determined in accordance with the time standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.
  - 3.3.3 The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day	**	
Martin Luther King Day	*	
President's Day	*	
Memorial Day		*
Independence Day		**
Labor Day		*
Columbus Day	*	
Veterans Day		**
Thanksgiving Day		*
Christmas Day		**

- \* = Applies to Federally recognized days only.
- \*\* = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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### 3.4 Calculation of Distance

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

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# SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

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3.5	Genera	ı

UAT Intrastate Service is offered for the provision of long distance services. All calls are billed in one (1) minute increments after an initial period, for billing purposes of one (1) minute

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## 3.6 UAT Direct Dial Service

UAT Direct Dial Service available to Customers who originate direct dialed calls within the State. This service permits origination of intrastate calls from diverse Customer's local exchange or dedicated access facilities.

### 3.6.1 Rate Plan A

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.100	\$0.1000

Monthly Service Charge

\$4.95

### 3.6.2 Rate Plan B

	DA	Y	EVEN	IING	NIGHT	/WKND
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Milcage Bands	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250

Monthly Service Charge

\$1.95

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# 3.6 UAT Direct Dial Service, (Cont'd.)

## 3.6.3 Rate Plan C

	DA	Y	EVEN	IING	NIGHT	/WKND
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

Monthly Service Charge

None

## 3.6.4 Rate Plan D

	7:00AM t	7:00AM until 7:00PM		til 7:00 <b>AM</b>
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.0700	\$0.0700

Monthly Service Charge

\$4.95

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### 3.6 UAT Direct Dial Service, (Cont'd.)

## 3.6.5 Let Freedom Ring Plan

Let Freedom Ring intrastate volume/usage plan is a residential service with a volume/usage commitment component. This service permits origination of intrastate direct dialed calls. Calls are billed in 60 second increments. UAT's "Let Freedom Ring" intrastate volume/usage plan is available to Customers who subscribe to UAT's "Let Freedom Ring" interstate plan and are offered at the decremented rates set forth below depending on the customers' minimum monthly usage/volume commitment.

Monthly minutes of Use	Rates	
0 - 99		0.049
100 – 199		0.048
200 - 349		0.047
350 499		0.046
500 – 599		0.045
600 - 649		0.044
750 – 899		0.043
900 – 999		0.042
1,000 +	0.041	

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### 3.7 "Under God Network" Plans

UAT offers four (4) "Under God Network" plans. Each of the following plans is the intrastate long distance corollary to UAT's four (4) interstate long distance "Under God Network" plans.

The hallmark of UAT's "Under God Network" plans are varying amounts of free long distance calling which is made available to Customers at varying fixed monthly fees. "Under God Network" Customers may elect to receive a paper invoice or paperless invoicing. Customers choosing paper invoicing will incur a monthly Bill Statement Fee which varies depending on Customer's selection of either Direct Billing (invoiced through UAT) or LEC Billing (invoiced through ILEC); Customers selecting paperless invoicing will not incur a monthly Bill Statement Fee.

The following "Under God Network" plans are available to Customers for the origination of 1+ direct dialed calls within the State.

#### 3.7.1 "Under God Network" Plan 1

Customers selecting Plan 1 receive the initial eight (8) hours of combined intrastate and interstate long distance without incurring per minute usage charges. Customers selecting Plan 1 pay a fixed monthly service charge. Upon expiration of the initial free usage, all subsequent usage is billed at a low per minute usage rate.

Monthly Service Charge	\$18.95
Initial Free Long Distance	8 hours (480 Minutes)
Usage Rate (only applicable upon expiration of initial free period)	\$0.05
Bill Statement Fee	
Direct Bill	\$0.95
LEC Bill	\$3.50

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## 3.7 "Under God Network" Plans (Cont'd)

## 3.7.2 "Under God Network" Plan 2

Customers selecting Plan 2 receive the initial one (1) hour of combined intrastate and interstate long distance without incurring per minute usage charges. Customers selecting Plan 2 pay a fixed monthly service charge. Upon expiration of the initial free usage, all subsequent usage is billed at a low per minute usage rate.

Monthly Service Charge	\$2.95
Initial Free Long Distance	1 hour (60 Minutes)
Usage Rate (only applicable upon expiration of initial free period)	\$0.05
Bill Statement Fee	
Direct Bill	\$0.95
LEC Bill	\$3.50

### 3.6.3 "Under God Network" Plan 3

Customers selecting Plan 3 receive the initial two (2) hours of combined intrastate and interstate long distance without incurring per minute usage charges. Customers selecting Plan 3 must pay a fixed monthly service charge. Upon expiration of the initial free usage, all subsequent usage is billed at a low per minute usage rate.

Monthly Service Charge	\$5.75
Initial Free Long Distance	2 hours (120 Minutes)
Usage Rate (only applicable upon expiration of initial free period)	\$0.05
Bill Statement Fee	
Direct Bill	\$0.95
LEC Bill	\$3.50

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# 3.7 "Under God Network" Plans (Cont'd)

# 3.7.4 "Under God Network" Plan 4

Customers selecting Plan 4 receive the initial four (4) hours of combined intrastate and interstate long distance without incurring per minute usage charges. Customers selecting Plan 4 must pay a fixed monthly service charge. Upon expiration of the initial free usage, all subsequent usage is billed at a low per minute usage rate.

Monthly Service Charge	\$11.75
Initial Free Long Distance	4 hours (240 Minutes)
Usage Rate (only applicable upon expiration of initial free period)	\$0.05
Bill Statement Fee	·
Direct Bill	\$0.95
LEC Bill	\$3.50

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# 3.8 UAT Calling Card Service

UAT Calling Card Service is available to Customers in the State of Illinois. To access this service, the Customer dials a toll-free access number provided by the Company. Calls are processed by a live or automated Company operator. Each call is billed in whole minute increments after a minimum call duration of one minute. A per-call service charge applies to each completed call.

#### 3.8.1 Per Call Rates

ALL TIMES OF DAY		
1 <sup>st</sup> Minute	Ea. Addl. Minute	
\$0.2500	\$0.2500	

3.8.2 Per Call Pay Phone Surcharge

\$.25

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# 3.9 Basic In-State Long Distance

UAT's Basic In-State Long Distance service offers the Company's basic residential and small business rate for presubscribed intrastate and local toll calling. Each call is billed in whole minute increments after a minimum call duration of one minute.

#### Rates

ALL TIMES OF DAY	
1 <sup>st</sup> Minute	Ea. Addl. Minute
\$0.2500	\$0.2500

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# 3.10 Super Saver In-State Long Distance

UAT's Super Saver In-State Long Distance service is the Company's lowest-cost, in-state usage charge available to residential and small business consumers for presubscribed intrastate and local toll calling. Each call is billed in whole minute increments after a minimum call duration of one minute.

Customers with a minimum of \$10.00 per month in non-tax, invoiced charges may qualify for UAT's Super Saver rates. No other commitments required.

## Rates

ALL TIMES OF DAY	
1 <sup>st</sup> Minute	Ea. Addl. Minute
\$0.1900	\$0.1900

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### **SECTION 4 - MISCELLANEOUS SERVICES**

# 4.1 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

# 4.2 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Illinois law and Commission regulations.

# 4.3 Directory Assistance

Directory Assistance is available to Customers of UAT service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call InterLATA Directory Assistance

\$0.60

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Tom Anderson, CEO 1362 East 15th Street Edmond, Oklahoma 73103

Missouri Public Service Commission

## **SECTION 5 - PROMOTIONS**

### 5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

### 5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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