

**TITLE SHEET**

**MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF  
OF  
AXON TELECOM, L.L.C.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by Axon Telecom, L.L.C. ("Axon") within the state of Missouri.

Axon operates as a competitive telecommunications company within the state of Missouri.

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Issued by:

William P. Ludwig, Jr., President  
Axon Telecom, L.L.C.  
450 Pryor Boulevard  
Sturgis, Kentucky 42459

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**COMPETITIVE TELECOMMUNICATIONS COMPANY WAIVERS**

Axon Telecom L.L.C. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

4 CSR 240-10.020	--	Depreciation fund income
4 CSR 240-30.010(2)(C)	--	Posting of exchange rates at central operating offices
4 CSR 240-30.040	--	Uniform system of accounts
4 CSR 240-32.030(1)(B) and (C)	--	Exchange area maps and record of access lines
4 CSR 240-32.030(2)	--	In-state record keeping
4 CSR 240-32.050(3) through (6)	--	Information concerning local service tariffs, maps, directories, and telephone numbers
4 CSR 240-32.070(4)	--	Coin telephones
4 CSR 240-33.030	--	Minimum charge rules
4 CSR 240-33.040(5)	--	Finance fee
Section 392.240(1)	--	Rates--reasonable average return on investment
Section 392.270	--	Property valuation
Section 392.280	--	Depreciation rates
Section 392.290	--	Issuance of securities
Section 392.310	--	Issuance of stocks and bonds
Section 392.320	--	Stock dividends
Section 392.330	--	Issuance of securities, debt, and notes
Section 392.340	--	Reorganization

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**SYMBOLS**

The following symbols are used for the purposes indicated below:

- (C) - Changed regulation.
- (D) - Delete or discontinue.
- (I) - Increase in a rate.
- (M) - Moved from another tariff location.
- (N) - New.
- (R) - Reduction in a rate.
- (T) - Change in text but no change in rate or regulation.

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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 14 and 15 would be 14.1.

**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 PSCM. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the PSCM follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

The following definitions are applicable to this tariff:

**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.

**Axon** - Used throughout this tariff to refer to Axon Telecom, L.L.C. unless otherwise indicated by the text.

**Carrier or Company** - Axon Telecom, L.L.C. 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.

**Day Rate Period** - After 8:00 am to, but not including, 5:00 pm Monday through Friday.

**Evening Rate Period** - After 5:00 pm to, but not including, 11:00 pm Monday through Friday, and on Sunday.

**Night/Weekend Rate Period** - After 11:00 pm to, but not including, 8:00 am Sunday through Friday, all day Saturday, and Sunday to, but not including 5:00 pm.

**PSCM** - Public Service Commission of Missouri

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONTD)**

**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 circuits.

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

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of Axon Telecom, L.L.C.

Axon's services and facilities are furnished for communications originating at specified points within the state of Missouri under terms of this tariff.

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

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

### 2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 Axon reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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**SECTION 2 - RULES AND REGULATIONS, (CONTD)**

**2.2 Limitations, (Contd)**

- 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 facilities provided under this tariff are directly or indirectly controlled by Axon and the Customer 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 tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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**SECTION 2 - RULES AND REGULATIONS, (CONTD)**

**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 liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$500 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.14.
- 2.4.2** In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.
- 2.4.3** The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONTD)**

**2.4 Liabilities of the Company, (contd)**

**2.4.4** The Company shall be indemnified and held harmless by the Customer against:

- a.** Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
- b.** Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and

All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

**2.4.5** The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

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**SECTION 2 - RULES AND REGULATIONS, (CONTD)**

**2.5 Deposits**

The Company will not collect deposits from Customers.

**2.6 Advance Payments**

The Company reserves the right to require an advance payment from a Customer instead of a deposit. The advance payment shall be in amount equal to or less than two months estimated billing.

**2.7 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.

**2.8 Installation**

Service is installed upon mutual agreement between the Customer and the Company.

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### **SECTION 3 - SERVICE AND RATE DESCRIPTION**

#### **3.1 General**

Axon provides dark fiber facilities on a leased basis to other telecommunications companies for their use in the provision of telecommunications services within the state of Missouri.

#### **3.2 Rates**

At the option of the Company, service may be offered to other telecommunications companies on a contract basis to meet the specialized requirements of the Customer. Rates are developed on an individual case basis (ICB) and will be provided to the PSCM upon request.

Rates for services offered on an individual case basis ("ICB") will be structured to recover the Company's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission upon request, on a proprietary basis.

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