

Missouri Public  
REC'D DEC 18 2002

UNITED SYSTEMS ACCESS TELECOM, INC.

Service Commission

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO INTEREXCHANGE TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF MISSOURI

This tariff applies to interexchange telecommunications services furnished by United Systems Access Telecom, Inc. ("Carrier") in 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 Carrier's principal place of business, 5 Bragdon Lane, Suite 200, Kennebunk, ME 04043.

Carrier has applied for and was granted competitive provider status.

Carrier has requested waivers from the following statutes or regulations:

- |     |                                |   |
|-----|--------------------------------|---|
| 1.  | Section 392.210.2              | Uniform System of Accounts                        |
| 2.  | Section 392.240(1)             | Just and Reasonable Rates                         |
| 3.  | Section 392.270                | Ascertained Property Values                       |
| 4.  | Section 392.280                | Depreciation Accounts                             |
| 5.  | Section 392.290                | Issuance of Securities                            |
| 6.  | Section 392.300.2              | Acquisition of Stock                              |
| 7.  | Section 392.310                | Issuance of Stock and Debt                        |
| 8.  | Section 392.320                | Stock Dividend Payment                            |
| 9.  | Section 392.330                | Issuance of Securities, Debt and Notes            |
| 10. | Section 392.340                | Reorganizations                                   |
| 11. | Section 4 CSR 240-10.020       | Depreciation Fund Income                          |
| 12. | Section 4 CSR 240-30.010(2)(C) | Rate Schedules Should Be Posted at Central Office |
| 13. | Section 4 CSR 240-30.040       | Uniform System of Accounts                        |
| 14. | Section 4 CSR 240-33.030       | Inform Customers of Lowest Price                  |
| 15. | Section 4 CSR 240-35           | Bypass  |

Missouri Public  
FILED JAN 20 2002  
02-239  
Service Commission

Issued: November 21, 2001

Effective: January 5, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Reserved for Future Use

Missouri Public

REC'D DEC 18 2002

Service Commission

Missouri Public

FILED JAN 20 2002  
02 - 239

Service Commission

Issued: November 21, 2001

Effective: January 5, 2002

JAN 20 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

CANCELLED  
May 1, 2005

TD-2005-0326  
Missouri Public

TC1:464023.2

Service Commission

TABLE OF CONTENTS

Title Page	<b>Missouri Public</b>	Original Page 1
Reserved for Future Use		Original Page 2
Table of Contents	<b>REC'D DEC 18 2002</b>	Original Page 3
Symbols	<b>Service Commission</b>	Original Page 4
Tariff Format		Original Page 4
1 - Technical Terms and Abbreviations		Original Page 5
2 - Rules and Regulations		Original Page 6
3 - Explanation of Rates		Original Page 20
4 - Description of Services and Rates		Original Page 22

**Missouri Public**

**FILED JAN 20 2002**

**02-239**  
**Service Commission**

Issued: November 21, 2001

Effective: January 5, 2002

**JAN 20 2002**

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

SYMBOLS

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

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change In Text or Regulation But No Change In Rate or Charge

Missouri Public

REC'D DEC 18 2002

Service Commission

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 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 page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page 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.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

Issued: November 21, 2001

Effective: January 2, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002

02 - 239

Service Commission

CANCELLED  
May 1, 2005TD-2005-0326  
Missouri Public

Service Commission

TC1:464023.2

REC'D DEC 18 2002

1. TECHNICAL TERMS AND ABBREVIATIONS

## Service Commission

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calling Card - A postpaid or prepaid calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

Carrier or Company - Refers to United Systems Access Telecom, Inc.

Commission - Refers to the Missouri Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term - The time frame by which the Subscriber agrees to be served by the Carrier.

User - The person(s) utilizing Carrier's services.

Issued: November 21, 2001

Effective: January 5, 2002

JAN 20 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

Missouri Public

FILED JAN 20 2002

02 - 239  
Service Commission

TC1:464023.2

2. RULES AND REGULATIONS

REC'D DEC 18 2002

2.1 Application of Tariff**Service Commission**

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier for telecommunications between points within the State of Missouri. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 2.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Missouri Public Service Commission. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

2.2 Use of Service

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.

Issued: November 21, 2001

Effective: January 2, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002

02 - 239

Service Commission

TC1:464023.2

REC'D DEC 18 2002

**2. RULES AND REGULATIONS (Cont'd)****Service Commission**

2.2.8 Carrier's services shall not be used to transmit impermissible content.

**2.3 Liability of Carrier**

- 2.3.1 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, or other defects, representations, or use of these services or 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 this tariff. 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.
- 2.3.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.3.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 2.3.4 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.
- 2.3.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.3.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds 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, presence, condition, location, or use of any installation so provided. 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.

Issued: November 21, 2001

Effective: January 20, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002

02-239

Service Commission

CANCELLED

May 1, 2005

TD-2005-0326

TC1:464023.2

Missouri Public

Service Commission



2. RULES AND REGULATIONS (Cont'd)

REC'D DEC 18 2002

2.3 Liability of Carrier (Cont'd)

## Service Commission

- 2.3.7 The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- 2.3.8 The Company is not 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 negligence or willful misconduct of the Company's agents or employees.
- 2.3.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.
- 2.3.10 The Company is not liable for any claims for loss or damages involving:
- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
  - B. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
  - C. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
  - D. Any act or omission in connection with the provision of 911, E911 or similar services;
  - E. Any noncompletion of calls due to network busy conditions.
- 2.3.11 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- A. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

Issued: November 21, 2001

Effective: January 3, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002

02-239  
Service Commission

CANCELLED

May 1, 2005

TD-2005-0326

Missouri Public

Service Commission

TC1:464023.2



2. RULES AND REGULATIONS (Cont'd)

REC'D DEC 18 2002

2.3 Liability of Carrier (Cont'd)

## Service Commission

2.3.11 (Cont'd)

B. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

C. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.3.12 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.3.13 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.3.14 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.4 Responsibilities of the Subscriber

2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.

2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.

2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

Issued: November 21, 2001

Effective: January 1, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002

02 - 239

Service Commission

CANCELLED

May 1, 2005

TD-2005-0326 TC1:464023.2

Missouri Public

Service Commission

## Missouri Public

2. RULES AND REGULATIONS (Cont'd)

REC'D DEC 18 2002

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.
- 2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.
- If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.
- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

2.5 Cancellation or Interruption of Services

## 2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.

Issued: November 21, 2001

Effective: January 5, 2002

JAN 20 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

Missouri Public

FILED JAN 20 2002

02 - 239

Service Commission

CANCELLED  
May 1, 2005

TD-2005-0326 TC1:464023.2

Missouri Public  
Service Commission

2. RULES AND REGULATIONS (Cont'd)

REC'D DEC 18 2002

2.5 Cancellation or Interruption of Services (Cont'd)

## Service Commission

## 2.5.1 General (Cont'd)

- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired.

## 2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;
- F. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to Carrier within thirty (30) days of the date that service was affected.

## 2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

Issued: November 21, 2001

Effective: January 3, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002

02 - 239  
Service Commission

TC1:464023.2

2. RULES AND REGULATIONS (Cont'd)

REC'D DEC 18 2002

2.6 Discontinuance of Service for Cause

## Service Commission

- 2.6.1 Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:
- A. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;
  - B. For violation of any of the provisions of this tariff;
  - C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
  - D. 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.

2.7 Billing Arrangements

- 2.7.1 The Subscriber will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.7.2 Carrier will render bills monthly. Payment is due on the date specified on the Customer's bill.
- 2.7.3 Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid by the date specified on the Customer's bill, which charge may only be assessed on outstanding balance. The Subscriber shall be responsible for all costs, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of up to twenty dollars (\$20.00) may be imposed for returned checks.

2.8 Minimum Use Contracts

- 2.8.1 The Company may offer services which require a minimum use guarantee ("MUG") wherein the Subscriber agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.
- 2.8.2 Should the Subscriber choose to terminate their contract prior to expiration of the term agreed to in the MUG agreement, the Subscriber will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirements are specified in the contract, upon any early termination of Subscriber's contract, Subscriber will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

Issued: November 21, 2001

Effective: January 5, 2002

JAN 20 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

Missouri Public

FILED JAN 20 2002

02-239

Service Commission

CANCELLED  
May 1, 2005

TC1:464023.2

TD-2005-0326  
Missouri Public  
Service Commission

2. RULES AND REGULATIONS (Cont'd)

REC'D DEC 18 2002

2.8 Minimum Use Contracts (Cont'd)

## Service Commission

2.8.3 The initial contract period for service under this section is one month. Subsequent contract periods shall be for additional one-month periods unless otherwise specified.

2.9 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

2.10 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

2.10.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.10.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the Missouri Public Service Commission. The Commission's address is:

Missouri Public Service Commission  
Governor Office Building  
200 Madison Street  
P.O. Box 360  
Jefferson City, MO 65102-0360

2.11 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

Issued: November 21, 2001

Effective: January 5, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002

02-239  
Service Commission

TC1:464023.2

2. RULES AND REGULATIONS (Cont'd)

REC'D DEC 18 2002

2.12 Deposits

## Service Commission

2.12.1 Deposit Requirements

Carrier may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges in accordance with the rules and regulations of the Commission. Any applicant who is either not a previous Customer having established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. In its calculation of a Customers' creditworthiness, Carrier will use trading banking references, credit reports, and any other information pertinent to a Customers' credit. Any deposit required shall be confirmed in writing to the Customer no later than the time of the next billing.

2.12.2 Amount of Deposit

The amount of the deposit shall be in accordance with Commission regulations and shall not be more than two (2) months of usage of Carrier's services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or Carrier's state average usage considering type and nature of service. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions, and will not exceed an amount equal to two months charges. Interest on deposits held for thirty days or more will be paid at a rate of 7% per annum or as permitted under Commission rules.

2.13 Telephone Surcharges/Taxes/Contributions

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes (however designated) (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.14 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate no greater than P.01.

2.15 Promotions

Carrier may from time to time offer promotional services, which are subject to tariff approval.

Issued: November 21, 2001

Effective: January 5, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002

Service Commission

TC1:464023.2



REC'D DEC 18 2002

2. RULES AND REGULATIONS (Cont'd)2.16 Automatic Number Identification Terms and Conditions **Service Commission**

Carrier will provide Automatic Number Identification ("ANI") associated with an intrastate service, by tariff, to any entity ("ANI recipient"), only under the following terms and conditions:

- (1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- (2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- (3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- (4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in (1) above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- (5) Violation of any of the foregoing terms and conditions by any ANI recipient shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Carrier until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under the terms and conditions determined by the Commission.

2.17 Schools and Libraries Discount Program2.17.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

Issued: November 21, 2001

Effective: January 1, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002

02 - 239

Service Commission

TC1:464023.2



~~Missouri Public~~**2. RULES AND REGULATIONS (Cont'd)**

REC'D DEC 18 2002

**2.17 Schools and Libraries Discount Program (Cont'd)****2.17.1 General (Cont'd)****Service Commission**

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

**2.17.2 Regulations****A. Obligations of Eligible Schools and Libraries****1. Requests for Service**

- (a) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- (b) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- (c) Services requested will be used for educational purposes.
- (d) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

**A. Obligations of Carrier**

- 1. Carrier will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- 2. Carrier will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

Issued: November 21, 2001

Effective: January 15, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

~~Missouri Public~~

FILED JAN 20 2002

02-239

Service Commission

TC1:464023.2

Missouri Public

**2. RULES AND REGULATIONS (Cont'd)****2.17 Schools and Libraries Discount Program (Cont'd)**

REC'D DEC 18 2002

**2.17.2 Regulations (Cont'd)**

Service Commission

**A. Obligations of Carrier (Cont'd)**

3. In competitive bidding situations, Carrier may offer rates other than in this tariff, subject to Commission approval.

**2.17.3 Discounted Rates for Schools and Libraries**

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

**2.18 Health Care Providers Support Program****2.18.1 General**

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8. The FCC Rules are codified at 47 Code of Federal Regulations (C.F.R.) 54.601 *et. seq.*, and any amendments made thereto.

**2.18.2 Regulations**

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.

Issued: November 21, 2001

Effective: January 5, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002

02 - 239

Service Commission

TC1:464023.2

2. RULES AND REGULATIONS (Cont'd)

REC'D DEC 18 2002

2.18 Health Care Providers Support Program (Cont'd)

## Service Commission

2.18.2 Regulations (Cont'd)

- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- D. Responsibility of eligible health care providers
  - 1. Rural health care providers and consortia shall participate in a competition bidding process for all service eligible for reduced rates in accordance with any state and local procurement rules.
  - 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
  - 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
  - 4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
  - 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

2.18.3 Responsibility of the Company

- 1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1. preceding.
- 2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.

Issued: November 21, 2001

Effective: JAN 20 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002  
Missouri Public

FILED JAN 20 2002

02-239  
Service Commission

CANCELLED  
May 1, 2005  
TD-2005-0326 TC1:464023.2

Missouri Public  
Service Commission

2. RULES AND REGULATIONS (Cont'd)

REC'D DEC 18 2002

2.18 Health Care Providers Support Program (Cont'd)

Service Commission

2.18.4 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location.

1. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in the State of Missouri with a population of at least 50,000.

2.19 Reserved for Future Use

2.20 Blocking of Service

The Company's facilities cannot be used to originate calls to Information Provider caller-paid information services. The Company reserves the right to block services that violate its use service policies or is otherwise in violation of this tariff.

Issued: November 21, 2001

Effective: ~~January 1, 2002~~

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002

02 - 239

Service Commission

TC1:464023.2

3. EXPLANATION OF RATESService Commission

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

3.1 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call. There shall only be timing for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch.

3.2 Distance-Based Charges

Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates.

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

3.3 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

3.4 Time Periods for Rate Applicability

The following time periods apply to rates for all services unless stated to the contrary in Section 4, following.

- (a) Day Rate Period - The Day Rate Period is 8 AM to, but not including, 5 PM Monday through Friday.
- (b) Evening Rate Period - The Evening Rate Period is 5 PM to, but not including, 11 PM Monday through Friday and 5 PM to, but not including, 11 PM Sunday.

Issued: November 21, 2001

Effective: January 5, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002  
02-239

Service Commission

CANCELLED  
May 1, 2005

TD-2005-0326 TC1:464023.2

Missouri Public  
Service Commission

REC'D DEC 18 2002

3. EXPLANATION OF RATES (Cont'd)

3.4 Time Periods for Rate Applicability (Cont'd) **Service Commission**

- (c) Night Rate Period - The Night Rate Period is 12 Midnight to, but not including, 8 AM and 11 PM to Midnight Monday through Friday; All Day Saturday; and 12 Midnight to, but not including, 5 PM and 11 PM to Midnight Sunday.
- (d) Holidays - On Holidays, Evening Rates apply at all times, unless a lower rate would normally apply.
- (e) Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

Issued: November 21, 2001

Effective: January 5, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002

Missouri Public

FILED JAN 20 2002

02 - 239

Service Commission

TC1:464023.2

CANCELLED

May 1, 2005

TD-2005-0326

Missouri Public

Service Commission

REC'D DEC 18 2002

United Systems Access Telecom, Inc.

Service Commission MO PSC Tariff No. 1  
Original Page No. 22

**4. DESCRIPTION OF SERVICES AND RATES**

**4.1 1+ Long Distance Telecommunications Services**

1+ long distance telecommunications services ("1+") consist of flat-rated direct dialed long distance services that allow Customers to place direct dialed calls to terminating locations within the Commonwealth. Calls are placed by dialing "1" and the destination telephone number, including the area code. Services are available only in equal access areas. Calls are billed in 30/6 second initial and 60 additional billing increments.

**\$0.099 Per Minute**

**4.2 800/888 Service (Toll free)**

This service is a direct access, incoming only, usage sensitive WATS offering. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

**\$0.099 Per Minute**

**\$2.00 Per number/per month**

Issued: November 21, 2001

Effective: January 5, 2002

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

JAN 20 2002  
Missouri Public

FILED JAN 20 2002  
02 - 239

Service Commission