

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMPETITIVE LOCAL EXCHANGE COMMUNICATIONS
SERVICES TO END USERS WITHIN THE STATE OF INDIANA

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS
OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify material relocated from one page to another without change.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued material.
- T To signify a change in text, but no change in rate or regulation.

APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of resold communications services by United Communications Systems, Inc. within the State of Indiana.

The services offered under this Tariff are available only to the extent that services and facilities are available for resale from the underlying service provider. Services provided hereunder are used by the Customer for the purpose of originating and terminating intrastate communications between points within the State of Indiana to complete an end-to-end intrastate local communication. Other services are offered by United Communications Systems, Inc. under other tariffs or, in the case of unregulated services, under contract.

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this Tariff are defined below.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the carrier's service.

Basic Service Area: Indiana

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Commission: Refers to the Indiana Utility Regulatory Commission.

Company or ("UCS"): United Communications Systems, Inc., the issuer of this Tariff.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by Enhanced Communications Network, LLC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish resold intrastate local exchange telecommunications service pursuant to the terms of this tariff in connection with one-way and/or two-way voice, data and other types of transmissions between points within the State of Indiana.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the resold services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

The Company's obligation to furnish service under this tariff is dependent upon its ability to obtain services for resale from an underlying service provider.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities resold by the company when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

SECTION 2 – REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

2.1.3.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the nonprevailing party in addition to other relief a court may award.

2.1.3.5 Service may be terminated upon written notice to the Customer:

- a. as described in Section 2.5.5 of this tariff; or
- b. if the Customer is using the service in violation of this tariff; or
- c. if the Customer is using the service in violation of the law.

2.1.3.6 This Tariff shall be interpreted and governed by the laws of the State of Indiana without regard for its choice of laws provision.

2.1.4 Liability of the Company

2.1.4.1 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.

2.1.4.2 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.

2.1.4.3 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 or services used for, with, or in connection to the services the Company offers.

SECTION 2 – REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Liability of the Company (cont'd)

- 2.1.4.4 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.
- 2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations provided 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 2.1.4.5 as a condition precedent to such installations.
- 2.1.4.6 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.
- 2.1.4.7 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 Workmen'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 of an emergency or related service;
 - e. Any noncompletion of calls due to network busy conditions.

SECTION 2 – REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Liability of the Company (cont'd)

- 2.1.4.8 The Company shall be indemnified, defended, and 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.
- 2.1.4.9 The Company shall be indemnified, defended and held harmless by the Customer, end user or third party from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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.
- 2.1.4.10 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or similar 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.
- 2.1.4.11 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within one (1) year after the date of the occurrence that gave rise to the claim.
- 2.1.4.12 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.
- 2.1.4.13 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.
- 2.1.4.14 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACTO RO BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 2 – REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff and applicable regulations in the approved tariff of the underlying service provider. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain only the facilities that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities provided by the Company, except upon the written consent of the Company.

2.1.6.3 The Company may substitute, change or rearrange any facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.1.6.4 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 – REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Provision of Equipment and Facilities (cont'd)

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

- a. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- b. the reception of signals by Customer-provided equipment.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

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

2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

SECTION 2 – REGULATIONS (cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- 2.3.1.1 the payment of all applicable charges pursuant to this tariff;
- 2.3.1.2 damage to or loss of the Company's facilities caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, space and power to operate Company facilities and installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.3.1.4 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 2.3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities. The Customer may be required to install and maintain Company facilities within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 2.3.1.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at anytime for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities of the Company;
- 2.3.1.7 not creating or allowing to be placed any liens or other encumbrances on the Company's facilities; and

SECTION 2 – REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.1 General (cont'd)

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

2.3.2 Claims

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

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

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

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's facilities, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff. A User's ability to connect equipment or facilities to the Company's facilities is subject to any restrictions set forth in the approved tariff of the underlying service provider.

2.4.2 Station Equipment

2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

SECTION 2 – REGULATIONS (cont'd)

2.4 Customer Equipment and Channels (cont'd)

2.4.1 General (cont'd)

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company facilities is compatible with such facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations. This restriction does not apply to Trunk-Side Access Feature Group D Access Service.

2.4.4 Inspections

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities in the connection of Customer-provided facilities and equipment to Company-owned facilities.

SECTION 2 – REGULATIONS (cont'd)

2.4 Customer Equipment and Channels (cont'd)

2.4.4 Inspections (cont'd)

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, and personnel from harm.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.5.2 Billing and Collection of Charges

2.5.2.1 Monthly, the Company shall mail to Customer an invoice for Service for that month, which shall be due and payable within fifteen (15) days after the invoice is mailed. If any portion of the Customer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, a late payment penalty shall be due to the Company in the amount of 1.5 percent (1.5%) per month (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) commencing 30 days after rendition of the bill. Customers should mail payments to Carrier at the address indicated on the remittance portion of the invoice.

2.5.2.2 With the Company's approval, the Customer may elect to make payments to the Company for charges for facilities and services furnished by the Company using credit/debit cards. The election to pay for services rendered by credit/debit card must be made when the Customer initially applies for service.

2.5.2.3 The Company shall invoice Customer for Recurring Charges in advance of the month in which service is provided.

2.5.2.4 When service does not begin on the first day of the invoice, or end on the last day of the invoice, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

SECTION 2 – REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 Billing and Collection of Charges (cont'd)

2.5.2.5 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.6 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be 1.5 percent (1.5%) per month of the amount due (unless a lower rate is prescribed by law in which event the highest rate allowable by law)(?).

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.4 Deposits

2.5.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with the Rules of the Indiana Utility Regulatory Commission, Indiana Administrative Code, Chapter 170, Article 7, Rule 1.1-15. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

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

2.5.4.2 A deposit may be required in addition to an advance payment.

SECTION 2 – REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.4 Deposits (cont'd)

2.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will, in accordance with the Rules of the Indiana Utility Regulatory Commission, Indiana Administrative Code, Chapter 170, Article 7, Rule 1.1-15, return the deposit or credit it to the Customer's account.

2.5.4.4 Deposits held will accrue interest at a rate specified by the Commission.

2.5.5 Discontinuance of Service

2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with the Rules of the Indiana Utility Regulatory Commission, Chapter Indiana Administrative Code, Chapter 170, Article 7, Rule 1.1-16, discontinue or suspend service without incurring any liability.

2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.5.5.6 Upon the Company's discontinuance of service to the Customer under this regulation, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

SECTION 2 – REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.6 Cancellation of Application for Service

2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.5.6.3 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.8 Taxes

If a municipality or political subdivision collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Carrier for or by reason of the use of the streets, alleys or public places of a municipality or political subdivision or for or by reason of the operation of the Carrier's business or any portion or phase thereof in the municipality or political subdivision or by reason of an agreement between the municipality or political subdivision and the Carrier, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, based on receipts or based on poles, wires, conduits or other facilities or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided, however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreements or arrangement now in effect.

SECTION 2 – REGULATIONS (cont'd)

2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 UCS will grant a one (1) day credit for fixed charges for service allowance for any service interruption due to failure in Carrier's facility. UCS will waive (1) month's fixed charges for any service interruption lasting more than five (5) hours in a billing month due to failure in Carrier's facility. Credits will be payable only if the Customer has called in a trouble report within 3 days of the occurrence.

2.6.1.2 A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of Carrier's facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-UCS equipment or systems; (iii) circumstances or causes beyond the control of UCS; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords Carrier full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.; and (b) Customer does not continue to use the service on an impaired basis.

2.6.1.3 The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall UCS be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any UCS service, equipment, facilities, person or system provided or utilized under this Agreement.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff

2.6.2.2 by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

2.6.2.3 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

2.6.2.4 interruptions due to the failure or malfunction of non-Company equipment;

SECTION 2 – REGULATIONS (cont'd)

2.6 Allowances for Interruptions in Service (cont'd)

2.6.2 Limitations on Allowances (cont'd)

- 2.6.2.5 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.6 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.2.7 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- 2.6.2.8 due to circumstances or causes beyond the control of Company; and
- 2.6.2.9 that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

Interruptions in service, which are not due to the gross or willful negligence of the company, or which are not due to the noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

SECTION 2 – REGULATIONS (cont'd)

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with the tariff of the underlying service provider and any applicable laws or Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2– all costs, fees and expenses reasonably incurred in connection with:

- 1) all Nonrecurring charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified for the applicable service for the balance of the then current term.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b)pursuant to any sale or transfer of substantially all the assets of the Company; or (c)pursuant to any financing, merger or reorganization of the Company.

SECTION 2 – REGULATIONS (cont'd)

2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address, which is currently United Communications Systems, Inc., 500 West Madison Street, Suite 411, Chicago, IL 60661, to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Customers may also reach Carrier through its toll free telephone number, 1-800-440-9440.
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 3 - APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local times.

SECTION 3 – APPLICATION OF RATES (cont'd)

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

3.3.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

3.3.2 The airline distance between any two Rate Centers is determined as follows:

- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.
- 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

SECTION 4 - SERVICE DESCRIPTIONS AND RATES

4.1 Types of Services Offered

This section of the tariff contains a general description of the services offered by United Communications Systems, Inc. d/b/a Call One and the rates applicable to each service. Carrier resells switched, telephonic-quality voice and data transmission services provided by other telephone companies that enable Users to communicate on a real-time basis between points within local calling areas in the State, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services.

4.2 Basic Local Exchange Service

4.2.1 General

Basic Local Exchange Service provides a Customer with a connection to the Company's switching network which enables the Customer to:

- 4.2.1.1 receive calls from other stations on the public switched telephone network;
- 4.2.1.2 access the Company's local calling services and other services as set forth in this tariff;
- 4.2.1.3 access interexchange calling services; and
- 4.2.1.4 access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling.

4.2.2 Service Areas and Rate Groups

The exchange areas, rates groups, and local calling areas of United Communications Systems, Inc. d/b/a Call One are identical to those defined in the tariffs of the incumbent local exchange company serving each exchange area.

United Communications Systems, Inc. d/b/a Call One provides service in the exchange areas served by the following local exchange companies:

SBC Ameritech Indiana (formerly Indiana Bell Telephone Company)

SECTION 4 – SERVICE DESCRIPTIONS AND RATES (cont'd)

4.2 Basic Local Exchange Service (cont'd)

4.2.3 Local Business Service Rates

4.2.3.1 Schedule of Monthly Rates: UCS Call One Business Service

<u>Exchange Rate Classification</u>	<u>1</u>	<u>2</u>	<u>L</u>	<u>3</u>
Flat Rate Line	\$29.34	\$34.20	\$38.25	\$42.93
Message Rate Line ¹	\$18.15	\$18.15	\$18.15	\$23.48
Hotel/Motel/Hospital/ PBX Service ²	\$15.51	\$18.78	N/A	\$24.87

1. Local messages in excess of 60 per month, each \$0.14.
2. Local messages, each \$0.14.

4.3 Custom Calling Features

4.3.1 Service Classification

Custom calling features are classified as either Premium or Standard. Premium features include call waiting, Caller ID, and distinctive ringing (per line/per feature).

4.3.2 Rates

4.3.2.1 Monthly Recurring Charges:

Premium Features: \$ 4.00

4.3.2.2 Nonrecurring Service Order Charges applicable to services installed after initial service.

Nonrecurring Service Order Charge: \$26.00

SECTION 4 – SERVICE DESCRIPTIONS AND RATES (cont'd)

4.4 Directory Assistance Services

4.4.1 Directory Assistance Service is available to Customers who dial 411 or 1 + (NPA) + 555-1212 from lines presubscribed to the Company. Directory Assistance Service is provided only where facilities and billing capabilities permit. Up to two requests for numbers may be made on each call to Directory Assistance. The Directory Assistance charge applies whether or not the Directory Assistance Bureau furnishes the requested telephone number(s).

4.4.2 Directory Assistance Call Completion

Directory Assistance Call Completion is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. Toll charges also may be incurred if the call that is completed is not a local call.

4.4.3 Directory Assistance Rates

Local Directory Assistance – per call	\$0.85
National Directory Assistance – per cal	\$1.10
Directory Assistance Call Completion - per call	\$0.20

4.5 Directory Listings

4.5.1 Carrier shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in Customer's exchange area of the Station number which is designated as Customer's main billing number. Carrier will arrange for additional listings at the rates provided in Section 4.4.6.

4.4.1 Carrier reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of Customer is not impaired thereby. Where more than one line is required to properly list Customer, no additional charge is made.

4.4.2 Carrier may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of Carrier, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. Carrier, upon notification to Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

4.4.3 The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting Listing as presented by the Customer.

- 4.4.4 In addition to, and not in limitation of, the provisions of Section 2, the Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or legal remedies available to, the Customer for damages associated with publishing the telephone number of a Non-Published Listing in the directory or disclosing said Listing to any person, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have incurred for that Non-Published Listing for the affected period.
- 4.4.5 Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the Non-Published Listing or the disclosing of said Listing to any person.
- 4.4.6 In order for listings to appear in an upcoming directory, Customer must furnish the listing to Carrier in time to meet the directory publishing schedule.
- 4.5.2 Directory Listings are provided in connection with each Customer service as specified herein.
- 4.5.2.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
- 4.5.2.2 Additional Listings: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein.
- 4.5.2.3 Non-Published Listings: Listings that are not printed in directories nor available from Directory Assistance.
- 4.5.3 Directory Listing Rates

Primary Directory Listing	No Charge
Additional Directory Listing, per listing	\$6.00
Nonlisted	\$1.50
Non-Published Listing	\$2.85

SECTION 4 – SERVICE DESCRIPTIONS AND RATES (cont'd)

4.6 Miscellaneous Services

4.6.1 Nonrecurring Service Charges

The following charges are applicable to all services unless otherwise noted:

Service order - new service (per order)	\$39.00
Service establishment fee (per line)	\$20.00
Common block establishment fee (per order)	\$50.00
RJ21X	\$87.10
Change of telephone number (per order)	\$26.00
Change class of service (per order)	\$26.00
Restore service (per line)	\$34.00

4.7 Special Pricing Arrangements – Individual Case Basis (ICB)

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Special Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions.

SECTION 5 - PROMOTIONAL OFFERINGS

5.1 General

The Company may from time to time engage in special promotional offerings or offer discounts based on volume or contract terms. The promotion may offer services at a reduced recurring and/or Nonrecurring rate or offer the services free under terms specified in the promotion. Customers shall be given appropriate notice of any such offerings. Term contract discounts will also be made available to Customers.

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