

TEXAS

END-USER SERVICES TARIFF

OF

United Communications Systems, Inc. d/b/a Call One

United Communications Systems, Inc. d/b/a Call One (“the Company”) operates as a competitive telecommunications company in the State of Texas. This tariff contains the descriptions, regulations and rates applicable to the furnishing of end-user services and facilities by the Company within the State of Texas. This tariff is on file with the Texas Public Utility Commission. Copies may be inspected during normal business hours at the Company’s principal place of business at 500 West Madison Street, Suite 411, Chicago, IL 60661.

CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets are named below and comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>	
Title	Original	*	21	Original	*
1	Original	*	22	Original	*
2	Original	*	23	Original	*
3	Original	*	24	Original	*
4	Original	*	25	Original	*
5	Original	*	26	Original	*
6	Original	*	27	Original	*
7	Original	*	28	Original	*
8	Original	*	29	Original	*
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
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SYMBOLS

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

- C Changed regulation.
- 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.

TARIFF FORMAT

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine (9) levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.A
 - 2.1.A.(1).
 - 2.1.A.(1).a.
 - 2.1.A.(1).a.I.
 - 2.1.A.(1).a.I.(A).
 - 2.1.A.(1).a.I.(A).i
 - 2.1.A.(1).a.I.(A).i.(a).
- 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 sheet contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

Section 1 DEFINITIONS

Billed Party: The person or entity responsible for payment of the Company's service. The Billed Party is the Customer in whose name service is registered with the Company.

Called Station: The terminating point of a call.

Calling Station: The originating point of a call.

Carrier: The facilities-based telecommunications provider whose services are being resold to the Customer by the Company.

Commission: The Public Utility Commission of Texas

Company: United Communications Systems, Inc. d/b/a Call One, its subsidiaries, and/or authorized agents offering service through brand names and/or sales marks as set forth by this tariff.

Customer: The person who orders or uses service and is responsible for payment of charges and compliance with tariff regulations.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, or any other form of intelligence.

User: A Customer, or any person or entity that makes use of services provided to a Customer under this Tariff.

Section 2 RULES AND REGULATIONS**2.1 Application of Tariff**

- 2.1.A This tariff contains the rates applicable to local exchange resale telecommunications services offered by The Company for service using various sales marks and/or brand names within the State of Texas. Service is furnished subject to transmission, atmospheric and like conditions.
- 2.1.B The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services. However, services under this tariff are conditioned upon the continued availability of the various services provided to the Company by its underlying carriers.
- 2.1.C The rates and regulations contained in this tariff apply only to services provided through Company's contracted Carrier, and do not apply, unless otherwise specified, to the lines, facilities, or services provided by any other local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.2 Undertaking of the Company

- 2.2.A The Company undertakes to provide telecommunications services to Customers for their lawful and direct transmission and reception of voice, data, and other types of communications in accordance with the terms and conditions set forth in this tariff.
- 2.2.B All service is subject to the availability of necessary and suitable facilities and to the provisions of this tariff. The Company or its designee may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement, and shall pay for such service arrangement in advance.
- 2.2.C The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

Section 2 RULES AND REGULATIONS (cont'd)**2.2 Undertaking of the Company (cont'd)**

- 2.2.D The Company shall not be responsible for any construction, installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner.
- 2.2.E The Company assumes no liability with respect to the construction, operation, or maintenance of Customer-provided station equipment at the Customer's premises, excepting such liability directly due to negligence of Company's employees or agents.
- 2.2.F The Carrier may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation, and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Carrier-owned facilities. The Carrier may temporarily suspend services, without liability to Company or Carrier, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.
- 2.2.G The Company may take such action as necessary to protect its operations, personnel, and services, and will promptly notify the Customer by mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations, personnel, and services from harm.

Section 2 RULES AND REGULATIONS (cont'd)**2.2 Undertaking of the Company (cont'd)**

- 2.2.H The Company does not undertake to transmit messages, but mediates the use of its Carriers' facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.I Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.J The Company reserves the right to disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this tariff or the laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the United States including the rules, regulations, and policies of the Federal Communications Commission.

Section 2 RULES AND REGULATIONS (cont'd)**2.3 Use**

- 2.3.A Services may be used for the lawful transmission of communications by the Customer consistent with the provisions of this tariff.
- 2.3.B Service may not be used for any unlawful purpose. The use of the Company'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.
- 2.3.C The use of the Company's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means, devices, or schemes, false or invalid numbers, or false calling or credit cards, or other fraudulent means, is prohibited.
- 2.3.D The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.3.E Provided that they have obtained any and all required regulatory approvals, Customers of service provided under this tariff may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this tariff upon written consent of Company. The Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge, and is responsible for notifying the Company immediately of any unauthorized use of services.

Section 2 RULES AND REGULATIONS (cont'd)**2.4 Liability of the Company**

- 2.4.A The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action, or request of the United States Government or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of said governments or of any civil or military authority; national emergencies; insurrections; riots; wars; or labor difficulties.
- 2.4.B The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. The Company shall not be liable for any damages or losses due to the failure of Customer-provided equipment, facilities, or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of connecting, concurring, or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.C The Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all losses, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the Customer or any other property, whether owned by the Customer or by 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 equipment, wiring, or services provided by Company or Carrier where such installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of Company's negligence.

Section 2 RULES AND REGULATIONS (cont'd)

- 2.4.D The liability of the Company for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month.
- 2.4.E NO IMPLIED WARRANTIES. THE CUSTOMER ACKNOWLEDGES THAT THE SERVICES OF THE COMPANY ARE OF SUCH A NATURE THAT THE SERVICES CAN BE INTERRUPTED FOR MANY REASONS OTHER THAN THE NEGLIGENCE OF THE COMPANY, AND THAT DAMAGES RESULTING FROM ANY INTERRUPTION OF THE SERVICES ARE DIFFICULT TO ASCERTAIN. THEREFORE, THE CUSTOMER AGREES THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE CUSTOMER'S USE OF THE SYSTEM OR THE SERVICES. THE COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM OR THE SERVICES. THE COMPANY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO THE SYSTEM AND THE SERVICES. THE COMPANY SHALL NOT BE LIABLE TO THE USER, OR TO ANY THIRD PARTY, FOR ANY LOSS OR DAMAGE AS A RESULT OF THE USE OF THE SYSTEM OR THE SERVICES. THIS INCLUDES BUT IS NOT LIMITED TO LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, OR SERVICE INTERRUPTIONS, WHETHER CAUSED BY THE COMPANY'S OWN NEGLIGENCE, ERRORS, OMISSIONS OR OTHERWISE.

Section 2 RULES AND REGULATIONS (cont'd)**2.5 Limitations**

2.5.A In addition to and not in limitation of all other provisions in this paragraph 2.5 with respect to Customer indemnification of the Company, the Company shall be indemnified and held harmless by the Customer against:

- (1) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via the Company's services.
- (2) Claims for patent infringement arising from combining or connecting Carrier's facilities with apparatus and systems of the Customer; and
- (3) All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

2.5.B The Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within 90 days after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim. If written notice of a dispute concerning the charges is not received within 30 days from the date of the invoice is rendered or the charge subject to the dispute, such invoice shall be deemed to be correct, accepted, and binding on the Customer.

Section 2 RULES AND REGULATIONS (cont'd)**2.6 Obligations of the Customer**

- 2.6.A The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.6.B The Customer shall be responsible for providing Carrier personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Carrier.
- 2.6.C The Customer will be liable for damages to the facilities of the Carrier caused by negligence or willful acts of any officers, employees, agents, or contractors of the Customer.
- 2.6.D The Customer is responsible for pre-payment of all charges for services to be rendered by the Company. Customer may authorize others to use the services provided by the Company, but Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge. Customer is responsible for notifying the Company immediately of any unauthorized use or service.

Section 2 RULES AND REGULATIONS (cont'd)**2.7 Interruption of Service**

2.7.A For the interruption of service which lasts more than two hours in continuous duration, and which is not due to Company's testing or adjusting, to the negligent or willful acts of the Customer, or to the failure of channels and/or equipment provided by the Customer, the Customer is eligible for a service credit. It shall be the obligation of the Customer to notify Company of any interruptions of service for which a credit allowance is desired. Before notifying Company of any service interruption, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer, not within the Customer's control, and/or is not in the wiring or equipment, if any, furnished by the Customer and connected to the facilities of the Company.

2.7.B For purposes of calculating the service credit under this provision, every month shall be considered to have seven hundred twenty (720) hours, and the applicable credit shall be calculated according to the following formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours

B = total monthly charge for affected facility

2.8 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specify the priority system for such activities.

Section 2 RULES AND REGULATIONS (cont'd)**2.9 Payments and Billing**

Service is provided on a monthly basis. The minimum service period is one month.

The Customer is responsible for the payment of all charges for services furnished by the Company.

All monthly recurring service charges will be billed in advance. A bill will become delinquent if it has not been paid within five days after the due date. All service fees that are more than 30 days past due will be assessed a 1.5% per month late fee.

Bills are payable by credit card, ACH Debit, cashier's check, money order, personal check or cash. Payments that are rejected by the paying agent (credit card issuers or financial institutions) will be subject to return payment processing fees. The Company may, at its sole discretion, resubmit a payment that was rejected up to two times after the initial rejection.

The Company may appoint an agent to provide billing and collection service.

Customer questions, complaints, and disputes regarding billing or service provided by the Company may be referred to the Company customer service department in writing at 500 West Madison Street, Suite 411, Chicago, Illinois, or by telephone at (800) 440-9440.

2.10 Deposits

The Company may require a deposit from a Customer who does not meet its credit requirements.

2.11 Cancellation by Customer

The minimum service period after initiation of service is one calendar month. Customers may cancel by providing notice in writing to 500 West Madison Street, Suite 411, Chicago, Illinois, or by telephone at (800) 440-9440. The Customer shall remain liable for any charges incurred prior to the time such cancellation becomes effective.

Section 2 RULES AND REGULATIONS (cont'd)**2.12 Cancellation by the Company**

Service may be discontinued or temporarily suspended by the Company, without notice to the customer, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk. Charges for reconnection of blocked or suspended service are included in Section 4 of this tariff.

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:

- (1) Upon ten (10) days' written notice, for nonpayment of any regulated sum due the Company;
- (2) For violation of any of the provisions of this tariff or any applicable service contract;
- (3) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's services;
- (4) By reason of any order or decision of a court, public service commission, or federal regulatory body or other governing authority prohibiting the Company from furnishing its services; or
- (5) In the event that the Company's underlying Carrier(s) no longer provide the Company with services necessary for the Company to provide the services offered herein.

Prior to actual suspension or disconnection, services may, at the Company's discretion, be extended by a charge of a service continuation fee of \$10.00, at which time service will be extended at least five (5) days beyond the disconnection date. The customer may elect to pay the continuation fee to avoid a reconnection fee; however the customer will be responsible to pay for all services provided during the service continuation period. The \$10.00 service continuation fee will not be deducted from the monthly recurring charge.

A customer whose service has been suspended due to nonpayment may restore service prior to actual disconnection by paying any past-due amount plus the restoral fee in Section 4.

A new customer or a customer whose service has been disconnected due to nonpayment must satisfy all past-due balances before new service is connected. New service is subject to the activation fee and other charges in Section 4.

Section 2 RULES AND REGULATIONS (cont'd)

2.13 Interconnection

2.13.A Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company or Carrier. Any special interface of equipment or facilities necessary to achieve computability between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.13.B Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

Section 3 DESCRIPTION OF SERVICE**3.1 - LOCAL EXCHANGE SERVICE**

Local exchange service provides a customer with unlimited calling within the local calling area, including access to 911 and/or E911 Emergency Service if available in the customer's area. The service provides for a customer to place or receive calls to toll-free telephone numbers. Local exchange service does not include any long distance service or other toll or usage-sensitive service. A local exchange Service Customer will be charged applicable Non-Recurring and Monthly Recurring Charges as specified in Section 6. Local exchange service rates do not include any federal, state or local taxes or surcharges and federal end-user surcharges.

3.1.A

3.1.B

3.1.C

SECTION 3 - DESCRIPTION OF SERVICES (continued)

Issued: September 1, 2006

Effective: September 2, 2006

By: Craig J. Foster, President
500 West Madison Street, Suite 411
Chicago, IL 60661

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.2 DIRECTORY ASSISTANCE SERVICE

Local Directory Assistance is furnished upon customer request for assistance in determining telephone numbers. The customer may request a maximum of two (2) listings per call.

Section 4 RATES AND CHARGES

4.1 LOCAL EXCHANGE SERVICE RATES AND CHARGES

4.1.A Monthly Recurring Rates

4.1.A(1) Business Access Services:

Access Line (POTS/PBX)	\$20-\$50
Multi-Line Hunting	\$20-\$50
Access Line Features (sold individually or in combination)	\$2-\$50

4.1.A(2) Direct Inward Dial (DID) Services:

DID Trunks	\$50-\$135
DID Block of Numbers (per block)	\$1-\$160

4.1.A(3) ISDN Services:

ISDN Basic Rate Interface	\$40-\$150
ISDN Primary Rate Interface	\$300-\$1,600

4.1.A(4) Digital/Optical Services

DS/OC	Custom Pricing
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4.1.B Per Minute Usage Rates

IntraLATA/IntraState	\$0.12
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4.1.C Per Use Rates

Directory Assistance	\$1.50
Local Operator Assistance	\$9.00

4.2 EARLY TERMINATION CHARGES

A termination charge will apply if any portion of the contracted service is disconnected prior to the expiration of the term commitment by the Customer or by the Company for non-payment by the Customer. This charge will consist of the monthly rate for service disconnected times the number of months remaining on the contract. For other services, the charge will consist of any discounts received by the customer under the contract.

Issued September 1, 2006

Effective September 2, 2006

By Craig J. Foster, President
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Chicago, IL 60661

Section 4 RATES AND CHARGES (cont'd)

Section 4 RATES AND CHARGES (cont'd)

4.1.B Non-Recurring Charges

4.1.C Directory Assistance

4.2 LONG DISTANCE SERVICE RATES AND CHARGES

1+ Long Distance (per minute)	\$0.XXX
Prepaid Long Distance (XXX minutes)	\$XX.00

Section 5 DEMONSTRATIONS AND PROMOTIONS

5.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed thirty (30) days. Demonstration of service and the type, duration and quality of service provided will be at the Company's discretion.

5.2 Promotions

The Company may from time to time make special promotional service offerings designed to attract new customers or to promote existing services. Such promotional offerings shall be limited to specific dates, times (not to exceed one year), and/or locations.

Section 6 CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS**6.1 Contracts**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings that may be offered by the Company from time to time.

6.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.