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LAW OFFICES OF  
**DAVID WM. WEST, P.C.**

1340 EAST MISSOURI AVE.  
PHOENIX, ARIZONA 85014

TELEPHONE  
(602) 263-7891  
FAX  
(602) 263-5031

April 9, 2002

To: Docket Control Center  
ARIZONA CORPORATION COMMISSION  
1200 West Washington Street  
Phoenix, Arizona 85007-2927

**T-04103A-02-0274**  
**T-02565A-02-0274**

Re: Application of OCMC, Inc., to transfer the existing  
Certificate of Convenience and Necessity of  
One Call Communications, Inc./ Opticom.

ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL CENTER  
2002 APR -9 A 10:00  
RECEIVED

Dear Sir or Madam:

Submitted herewith for filing on behalf of OCMC, Inc., are an original and ten (10) copies of Application of OCMC, Inc., to transfer the existing Certificate of Convenience and Necessity of One Call Communications, Inc./ Opticom, together with Attachments.

The management of One Call Communications, Inc., formed OCMC, Inc., and through it, purchased the assets of One Call Communications, Inc., including the right to use the name One Call Communications and its various trade names, including Opticom.

Inasmuch as this is an application to merely transfer an existing telecommunications services certificate and not an application for a new certificate, we did not believe that compliance with items 23 and 35 was necessary and have, therefore, not complied with those requirements. Please advise if you disagree.

Please direct any questions regarding the completeness of the enclosed submission to the undersigned.

Respectfully submitted,

David Wm. West  
Attorney for Applicant OCMC, Inc.

Encls.

c: Ann C. Bernard, General Counsel  
One Call Communications

DWW/rmm  
ACC..lfr1



Provide the telephone number (including area code) of the management contact. (317) 843-1300

Provide facsimile number (including area code) of the management contact. (317) 580-7471

Provide the e-mail address of the management contact. abernard@onecall.net

5. Please provide the name of the Attorney and/or Consultant representing the Applicant.

David Wm. West

Provide the address of the Attorney and/or Consultant representing the Applicant.

1340 E. Missouri Ave., Phoenix AZ

Provide the telephone number (including area code) of the Attorney and/or Consultant representing the Applicant. 85014  
(602) 263-7891

Provide facsimile number (including area code) of the Attorney and/or Consultant representing the Applicant. (602) 263-5031

Provide the e-mail address of the Attorney and/or Consultant representing the Applicant. NONE

6. Please provide the name of the Company's complaint contact person. Martha Miller

Provide the address of the Company's complaint contact person.

801 Congressional Blvd.  
Carmel, IN 46032

Provide the telephone number (including area code) of the Company's complaint contact person. (317) 843- 1300

Provide facsimile number (including area code) of the Company's complaint contact person. (800) 732-9622

Provide the e-mail address of the Company's complaint contact person. mmiller@onecall.net

*(Note: You are required to inform the Commission of any changes pertaining to the Applicant, dba name, management contact, Attorney and/or Consultant, or the Company's complaint contact person.)*

7. Please identify the type of legal entity the Applicant is:

Sole Proprietorship

Partnership please indicate type:  limited,  general,  
please indicate domicile:  Arizona,  Foreign

Limited Liability Company: \_\_\_  
please indicate domicile: \_\_\_ Arizona, \_\_\_ Foreign

Corporation please indicate type: \_\_\_ "S",  "C", \_\_\_ Non-profit, \_\_\_  
please indicate domicile: \_\_\_ Arizona, \_\_\_ Foreign

*(Note: According to A.R.S. § 40-282 A., "If an Applicant for a Certificate of Convenience and Necessity is a corporation, a certified copy of its Articles of Incorporation shall be filed in the office of the commission before any Certificate of Convenience and Necessity may issue.")*

Other, specify \_\_\_\_\_

8. Please provide a copy of the Applicant's authority to do business in Arizona as Attachment "A". **ATTACHED**

Provide the names of all owners, partners, limited liability company managers, or corporation officers and directors (specify) in Attachment "A" and:

**ATTACHED**

Provide their respective percentages of ownership in Attachment "A".

**PENCE 5%, BERNARD 1%, SPETH 1%, BENGEE 1%**

9. Please provide us with a copy of your proposed tariffs as Attachment "B".

**ATTACHED**

Indicate by reference to page number(s) the proposed rates and charges for each service to be provided.

Indicate by reference to page number(s) the tariff (maximum) rate as well as the price to be charged.

*(Note: If no maximum rates are indicated, then the current prices on file will be considered current and maximum rates.)*

Indicate by reference to page number(s) the terms and conditions that will apply to provision of the service(s) by your Company.

Indicate by reference to page number(s) the deposits, advances, and/or prepayments that will apply to provision of the service(s) by your Company.

*(Note: Price list rate changes that result in rates that are lower than the tariff rate are effective upon concurrent notice to the Commission (see Rule R14-2-1109 (B) (2)). See Rule R14-2-1110 for procedures to make price list changes that result in rates that are higher than the tariff rate.)*

10. Please indicate the geographic market you will serve:

Statewide ALL STATES AND ALL AREAS IN ARIZONA

Other, describe the area by community or rate center name

---

11. Please indicate if the Company has been or the Company is concurrently involved in any formal complaint proceedings pending before any State or Federal Regulatory Commission.

If "yes", in which states is the Company involved in proceedings? NO

What is the substance of these complaints?

Provide a copy of the Commission order(s) that resolved any of these complaints.

12. Please indicate if the Company has been or the Company is concurrently involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years.

If "yes", in which states has the Applicant been involved in investigations? NO

Indicate why is the Applicant being investigated.

13. Please indicate if the Applicant had judgement entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five years. NO

If "yes", list the states in which a judgement or conviction was entered.

Provide a copy of the court order.

14. Please indicate if your customers will be able to access alternative toll service providers or resellers via 1+101XXXX access. NO

15. Please indicate if your Company has financial statements for the two most recent years.

If "no", explain why and give the date your Company began operations.

THIS WAS AN ASSET PURCHASE BY THE MANAGEMENT OF ONE CALL, SOME ASSETS WERE TRANSFERRED ON 1/31/02

16. Please provide financial information as Attachment "C".  
ATTACHED

Provide us with a copy of your Company's balance sheet in Attachment "C".

Provide us with a copy of your Company's income statement in Attachment "C".

Provide us with a copy of your Company's audit report (if audited) in Attachment "C". NONE

Provide all related notes to these financial statements for the two most recent years that your Company has been in business in Attachment "C". NONE

17. Please provide retained earnings account information on the balance sheet or on a separate sheet in Attachment "C". NONE

18. Please indicate if your Company is a subsidiary. NO

If "yes", provide a copy of your Parent Company's financial statements, in addition to your Company's financial statements, in Attachment "C".

Repeat items 15, 16 and 17 for your Parent Company. Make sure answers furnished by your Parent Company satisfy each item and request for information.

19. Please indicate if your Company intends to rely on the financial resources of its Parent Company. N/A

If "yes", provide a written statement from your Parent Company attesting that it will provide complete financial backing if your Company experiences a net loss or business failure. The statement should also affirm that it will guarantee re-payment of customers' advances, prepayments, or deposits held by your Company if, for some reason, your Company cannot provide service or repay the deposits.

20. Please indicate if your customers will be required (or have the option) to pay advances, prepayments, or deposits for any of your products or services. NO

If "yes", provide an explanation of how and when these customer advances, prepayments, or deposits will be applied or reference the terms and conditions section of your Company's tariffs (by reference to page number(s)) with this explanation. If this information is not explained in the tariff, provide it on a separate sheet.

If "no", N/A

*(Note: Commission considers prepaid calling cards de facto prepayments.)*

If at a later date, your Company decides it wants to offer or require customer advances, prepayments, or deposits, it may be required to submit updated financial statements as part of the tariff amendment process.

21. Please state the proposed fee that will be charged for returned checks. N/A

22. Please clarify and indicate by reference to page number(s) in your tariff your Company's deposit policy. N/A

*(Note: Pursuant to A.A.C. R14-2-503 (B), the amount of a deposit required by the utility shall not exceed 2 times that residential customer's estimated average monthly bill or the average monthly bill for the customer class for that customer which ever is greater. Nonresidential customer deposits shall not exceed 2 ½ times that customer's estimated maximum monthly bill. The term "deposit" refers to all deposits, advance payments, and prepayment.)*

23. Please submit copies of affidavits of publications that the Company has, as required, published legal notice of the application in all counties where services will be provided. Prior to the issuance of a CC&N, the Applicant is to complete and submit the following:

A correspondence letter. Refer to the Sample Correspondence Letter in the Legal Notice Material;

Affidavits of publication form. Refer to the Sample Proof of Publication and an Affidavit of Publication in the Legal Notice Material; and

The actual copy of your Company's published Legal Notice as noted in the Legal Notice Material.

*(Note: Use the Sample Legal Notice For Resold Telecommunications Services to provide resold long distance and/or resold local exchange telecommunications services. Use the Sample Legal Notice For Facilities-Based Telecommunications Services to provide facilities-based and resold local exchange, long distance and access exchange telecommunications services. All material for preparing and filing Legal Notice in the newspapers is available at the end of item number 78).*

24. Based on the review of the financial information submitted, Staff will determine whether or not the Applicant lacks sufficient financial resources.

If Staff determines the Applicant lacks sufficient financial resources, the Applicant must do one of the following:

1. Staff recommends that the Applicant procure a performance bond equal to \$10,000. The minimum bond amount of \$10,000 should be increased if at any time it would be insufficient to cover prepayments or



defined in A.A.C. Rule R14-2-1001 (3)).

**PROVIDED**

*(Note: Commission rule requires that a separate CC&N, issued under Article 10, be obtained in order to provide operator services to traffic aggregators.)*

Identify the number of customers in Arizona for each type of resold long distance telecommunications service.      31      #!

Identify the total number of long distance intrastate minutes resold in the latest 12-month period for which data is available. 1,133,695.9

If "no", please indicate the date when your Company plans to begin reselling long distance telecommunications services in Arizona.

26. Please list the states in which you have applied for authority to offer resold long distance telecommunications services.      ALL
27. Please indicate the resold long distance telecommunications services you applied for in each state.
28. Please list the states in which you have been approved to offer resold long distance telecommunications services similar to those you intend to resell in Arizona.      CT ,      RI
29. Please list the states in which you currently offer resold long distance telecommunications services similar to those you intend to resell in Arizona.      ALL
30. Please provide a list of the states in which you have sought authority to resell long distance telecommunications services and either granted the authority with major changes and conditions, or had your application denied.      NONE

For each state listed, provide a copy of the Commission's decision modifying or denying your application for authority to provide resold long distance telecommunications services.

31. Please indicate if the Company has been granted authority to provide or resell long distance telecommunications services in any state where subsequently the authority was revoked.      NONE

If "yes", provide copies of the State Regulatory Commission's decision revoking its authority.

32. Please list and give a detailed explanation of complaints you have received (if any) regarding resold long distance exchange telecommunications services offered in other

states.

State what actions were taken to remedy these complaints and to prevent them from occurring again.

33. Please indicate if your Company is a switchless reseller of long distance telecommunications services      NO

If "yes", provide the name of the company or companies whose long distance telecommunications services you resell.

If "no" include Attachment "E".

*(Note: Attachment "E" needs to provide the following information: A diagram of the Applicant's basic call network used to complete Arizona intrastate resold long distance telecommunications traffic. This diagram should show how a typical call is routed in both its originating and terminating ends (i.e. show the access network and call completion network). Also, include on the diagram the carrier(s) used for each major network component and indicate if the carrier is facilities-based or not. If the carrier is not facilities-based indicate who owns the facilities (within the State of Arizona) that are used to originate and terminate the Applicant's intrastate resold long distance telecommunications traffic (i.e. provide a list of the Arizona facilities-based long distance carriers whose facilities are used to complete the Applicant's intrastate traffic.)*

34. Please list the companies with which you have signed resale agreements for long distance, along with the states in which they were approved. Qwest, MCI, SPRINT

35. Please provide us with a copy of the resale agreement or contract between your Company and the applicable local exchange service provider. All applications for resold long distance telecommunications services must include a resale agreement or contract as Attachment "F".

**If the Applicant wants to provide resold local exchange telecommunications services, provide information as requested items 1 - 24 and items 36 - 46.**

36. Please indicate if your Company is currently reselling local exchange telecommunications services in Arizona.

If "yes", please provide the date or approximate date you began reselling local exchange telecommunications services in Arizona.

WILLIAM A. MUNDELL  
CHAIRMAN

JIM IRVIN  
COMMISSIONER

MARC SPITZER  
COMMISSIONER



ARIZONA CORPORATION COMMISSION

BRIAN C. MCNEIL  
EXECUTIVE SECRETARY

JOANNE C. MACDONNELL  
DIRECTOR, CORPORATIONS DIVISION

CT CORPORATION SYSTEM  
3225 N CENTRAL AVE  
PHOENIX, AZ 85012

RE: OCMC, INC.  
File Number: F-1021560-4

We are pleased to notify you that your Application for Authority to transact business in Arizona was approved and filed on March 6, 2002.

You must publish a copy of your Application for Authority. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona, as filed with the Commission for three (3) consecutive publications. An affidavit from the newspaper, evidencing such publication, must be delivered to the Commission for filing WITHIN NINETY (90) DAYS from the File Date.

All corporations transacting business in Arizona are required to file an Annual Report with the Commission, on the anniversary of the date of incorporation. Each year, a preprinted Annual Report form will be mailed to the corporation's known place of business approximately two months prior to the due date of the report. Should the report fail to arrive, contact the Commission. It is imperative that corporations notify the Commission immediately (in writing) if they change their corporate address, statutory agent or agent address. Address change orders must be executed (signed) by a corporate officer. Postal forwarding orders are not sufficient.

The Commission strongly recommends that you periodically check Commission records regarding the corporation. The Commission web site [www.cc.state.az.us/corp](http://www.cc.state.az.us/corp) contains information specific to each corporation of record and is a good general source of information.

If you have any questions or need further information, please contact us at (602) 542-3135 in Phoenix, (520) 628-6560 in Tucson, or Toll Free (Arizona residents only) at 1-800-345-5819.

Sincerely,  
MARY FLOREZ-GASTELO  
Examiner  
Corporations Division

CF:07, Rev: 10/2001

DO NOT PUBLISH  
THIS SECTION

MAR 06 2002 APPLICATION FOR AUTHORITY

TO TRANSACT BUSINESS

FILED BY Mary Stoez Bostle IN ARIZONA  
TERM \_\_\_\_\_  
DATE 3.6.02

1. The corporate name must contain a corporate ending which may be "corporation," "association," "company," "limited," "incorporated" or an abbreviation of any of these words. If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be executed by the corporation Secretary.

3. You must provide the total duration in years for which your corporation was formed to endure. If perpetual succession, so indicate in this section. Do not leave blank, or state not applicable.

5. The statutory agent address cannot be a P.O. Box. It must be a physical address in Arizona. Include City, State and Zip code

The name of the corporation is: OCMC, Inc.  
A(n) Indiana Corporation  
F-1021560-4 (State, Province or Country)

We are a foreign corporation applying for authority to transact business in the state of Arizona.

We are a foreign corporation currently authorized to transact business in Arizona and must now file this Application for New Authority pursuant to A.R.S. § 10-1504 because we have changed the following in our domicile jurisdiction:

- Our actual corporate name (or the name under which we originally obtained authority in Arizona).
- The period of our duration.
- The state, province or country of our incorporation.

1. The exact name of the foreign corporation is:

OCMC, Inc.

If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is:

\_\_\_\_\_(FN).

2. The name of the state, province or country in which the foreign corporation is incorporated is:

Indiana

3. The foreign corporation was incorporated on the 10 day of January,

2002 and the period of its duration is: Perpetual

4. The street address of the principal office of the foreign corporation in the state, province or country of its incorporation is:

801 Congressional Boulevard, Carmel, Indiana 46032

5. The name and street address of the statutory agent for the foreign corporation in Arizona is:

CT Corporation System

3225 North Central Avenue

Phoenix, Arizona 85012

DO NOT PUBLISH THIS SECTION

5.a. The street address of the known place of business of the foreign corporation in Arizona IF DIFFERENT from the street address of the statutory agent is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.b. Indicate to which address the Annual Report should be mailed.

5.b. The Annual Report and general correspondence should be mailed to the address specified above in section 4  or 5a \_\_\_\_\_.

6. If the purpose of your corporation has any limitations with regard to this section, so indicate. If not, state no limitations.

6. The purpose of the corporation is to engage in any and all lawful business in which corporations may engage in the state, province or country under whose law the foreign corporation is incorporated, with the following limitations if any:

None

\_\_\_\_\_  
\_\_\_\_\_

7. The names and usual business addresses of the current directors and officers of the foreign corporation are: (Attach additional sheets if necessary.)

Name:	Joseph A. Pence	President & CEO/Director	[title]
Address:	801 Congressional Boulevard		
City, State, Zip:	Carmel, IN 46032		
Name:	Mark A. Speth	Treasurer & CFO	[title]
Address:	801 Congressional Boulevard		
City, State, Zip:	Carmel, IN 46032		
Name:	Larry S. Wechter	Secretary/Director	[title]
Address:	801 Congressional Boulevard		
City, State, Zip:	Carmel, IN 46032		

8. The total number of authorized shares cannot be "zero" or "N/A". Include authorized, not issued shares in this section.

8. **SEE ATTACHMENT**  
The foreign corporation is authorized to issue 12000000 shares, itemized as follows: (Attach additional sheets if necessary.)

11,500,000 shares of Class A [class or series] stock at  
 no par value or par value of \$ \_\_\_\_\_ per share.

500,000 shares of Class B [class or series] stock at  
 no par value or par value of \$ \_\_\_\_\_ per share.

\_\_\_\_\_ shares of \_\_\_\_\_ [class or series] stock at  
 \_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.

Attachment to Arizona  
Application for Authority to Transact Business in Arizona  
**Officers & Directors**

---

1. Full Name: Ann C. Bernard  
Officer/Director: Officer  
Officer's Title: Assistant Secretary  
Business Address: 801 Congressional Boulevard  
City: Carmel  
State: IN  
ZIP Code: 46032
  
2. Full Name: Ramon L. Humke  
Officer/Director: Director  
Business Address: 801 Congressional Boulevard  
City: Carmel  
State: IN  
ZIP Code: 46032
  
3. Full Name: Kevin E. Sheehan  
Officer/Director: Director  
Business Address: 801 Congressional Boulevard  
City: Carmel  
State: IN  
ZIP Code: 46032

**DO NOT PUBLISH THIS SECTION**

9. The total number of issued shares cannot be "N/A".

The Application must be accompanied by the following: A Certificate of Disclosure, executed within 30 days of delivery to the Commission, by a duly authorized officer

Attach a certified copy of your articles of incorporation, all amendments and mergers (AZ Const. Art. XIV, §8) and a certificate of existence or document of similar import duly authenticated (within 60 days) by the official having custody of corporate records in the state, province or country under whose laws we are incorporated.

The agent may consent to the appointment by either executing the consent, attaching a cover letter, or if paying by check, executing the check.

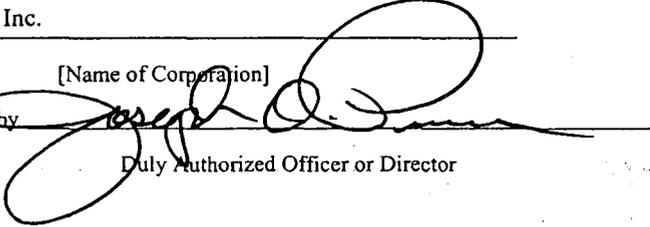
CF:0024  
Rev. 01/01

9. The foreign corporation has issued 4861875 shares, itemized as follows:  
4,700,000 shares of Class A [class or series] stock at X no par value or par value of \$ \_\_\_\_\_ per share.  
161,875 shares of Class B [class or series] stock at X no par value or par value of \$ \_\_\_\_\_ per share.  
\_\_\_\_\_ shares of \_\_\_\_\_ [class or series] stock at \_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.

10. The character of business the foreign corporation initially intends to conduct in Arizona is:  
To engage in the telecommunications business.

DATED this 1st day of March, 2002  
OCMC, Inc.

[Name of Corporation]

Executed by 

Duly Authorized Officer or Director

Joseph A. Pence, President

[print name] [title]

PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
[optional] [optional]

**ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT**

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 5th day of MARCH, 2002



**CT CORPORATION SYSTEM**

Signature

Don L. Butler, ASST. Secy.  
[Print Name]

ARIZONA CORPORATION COMMISSION  
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington  
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress  
Tucson, Arizona 85701-1347

PROFIT  
CERTIFICATE OF DISCLOSURE  
A.R.S. §10-202.D

OCMC, Inc.

EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, incorporator and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:

- 1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
- 2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
- 3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
  - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
  - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
  - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes \_\_\_\_\_ No  X

B. IF YES, the following information MUST be attached:

- 1. Full name, prior name(s) and aliases, if used.
- 2. Full birth name.
- 3. Present home address.
- 4. Prior addresses (for immediate preceding 7-year period).
- 5. Date and location of birth.
- 6. Social Security number.
- 7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving as an officer, director, trustee or incorporator of the corporation served in any such capacity or held or controlled over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in any corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

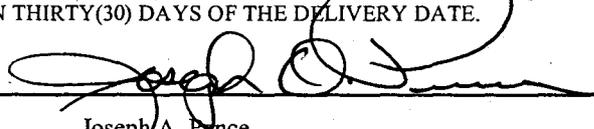
Yes \_\_\_\_\_ No  X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

- 1. Name and address of the corporation.
- 2. Full name (including aliases) and address of each person involved.
- 3. State(s) in which corporation:
  - (a) Was incorporated. (b) Has transacted business.
- 4. Dates of corporate operation.
- 5. Date and case number of Bankruptcy or date of revocation/administrative dissolution.

D. The fiscal year end adopted by the corporation is 12/31.

Under penalties of law, the undersigned incorporator(s)/officer(s) declare(s) that I(we) have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY(30) DAYS OF THE DELIVERY DATE.

BY  BY \_\_\_\_\_  
 PRINT NAME Joseph A. Pence PRINT NAME \_\_\_\_\_  
 TITLE President DATE 3/1/02 TITLE \_\_\_\_\_ DATE \_\_\_\_\_

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days, any person becomes an officer, director, trustee or person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0022 - Business Corporations  
Rev: 2/98

RECEIVED  
INDIANA SECRETARY  
OF STATE

ARTICLES OF INCORPORATION JAN 10 PM 4: 22  
OF  
OCMC, INC.

The undersigned incorporator, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Business Corporation Law, as amended (hereinafter referred to as the "Act"), executes the following Articles of Incorporation.

ARTICLE I

Name

The name of the Corporation is OCMC, Inc.

ARTICLE II

Purposes

The purpose for which the Corporation is formed is to conduct any and all lawful business and activities for which corporations may be incorporated under the Act.

ARTICLE III

Shares

Section III.1. Number. The total number of shares which the Corporation is authorized to issue is Eleven Million (11,000,000) shares.

Section III.2. Classes. There shall be two (2) classes of shares of the Corporation. One class shall be designated as "Common Shares" and shall consist of Ten Million (10,000,000) of the authorized shares, and the other class shall be designated as "Preferred Shares" and shall consist of One Million (1,000,000) of the authorized shares.

Section III.3. Relative Rights, Preferences, Limitations and Restrictions of Shares.

(a) Common Shares. Except to the extent granted to the Preferred Shares, the Common Shares shall have all of the rights accorded to shares under the Act, including but not limited to voting rights and all rights to distribution of the net assets of the Corporation upon dissolution.

(b) Preferred Shares. The Board of Directors may create one or more series of Preferred Stock and may determine, in whole or in part, the preferences, limitations, restrictions and relative voting and other rights of each series of Preferred Stock before the issuance of shares of that series.

Section III.4. Voting Rights of Common Shares. Each holder of Common Shares shall be entitled to one (1) vote for each share owned of record on the books of the Corporation on each matter submitted to a vote of the holders of Common Shares.

**ARTICLE IV**

**Registered Office and Registered Agent**

Section IV.1. Registered Office. The street address of the Corporation's initial registered office is Ice Miller, One American Square, Box 82001, Indianapolis, IN 46282.

Section IV.2. Registered Agent. The name of the Corporation's initial registered agent at such registered office is Steven K. Humke.

**ARTICLE V**

**Incorporator**

The name and address of the incorporator of the Corporation are:

Name

Address

Joseph P. Schaffer

Bank One Center/Circle  
111 Monument Circle  
Suite 600  
Indianapolis, IN 46204

ARTICLE VI

Board of Directors

Section VI.1. Number. The total number of directors shall be that specified in or fixed in accordance with the bylaws. The bylaws may provide for staggering the terms of directors by dividing the directors into two (2) or three (3) groups, as provided in the Act.

ARTICLE VII

Indemnification

Section VII.1. Rights to Indemnification and Advancement of Expenses.

(a) The Corporation shall indemnify as a matter of right every person made a party to a proceeding because such person is or was

- (i) a member of the Board of Directors of the Corporation,
- (ii) an officer of the Corporation, or
- (iii) while a director or officer of the Corporation, serving at the Corporation's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not,

(each an "Indemnitee") against all liability incurred by such person in connection with the proceeding; provided that it is determined in the specific case that indemnification of such person is permissible in the circumstances because such person has met the standard of conduct for indemnification specified in the Act. The Corporation shall pay for or reimburse the reasonable expenses incurred by an Indemnitee in connection with any such proceeding in advance of final disposition thereof in accordance with the procedures and subject to the conditions specified in the Act. The Corporation shall indemnify as a matter of right an Indemnitee who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, against reasonable expenses incurred by the Indemnitee in connection with the proceeding without the requirement of a determination as set forth in the first sentence of this paragraph.

(b) Upon demand by a person for indemnification or advancement of expenses, as the case may be, the Corporation shall expeditiously determine whether the person is entitled thereto in accordance with this Article and the procedures specified in the Act.

(c) The indemnification provided under this Article shall apply to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

Section VII.2. Other Rights Not Affected. Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or was a director, officer, employee or agent of the Corporation, or the ability of the Corporation to otherwise indemnify or advance expenses to any such individual. It is the intent of this Article to provide indemnification to directors and officers to the fullest extent now or hereafter permitted by law consistent with the terms and conditions of this Article. Therefore, indemnification shall be

provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is made, including without limitation negligence, breach of duty, mismanagement, corporate waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities laws, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal laws.

Section VII.3. Definitions. For purposes of this Article:

(a) The term "director" means an individual who is or was a member of the Board of Directors of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not. A director is considered to be serving an employee benefit plan at the Corporation's request if the director's duties to the Corporation also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. The term "director" includes, unless the context requires otherwise, the estate or personal representative of a director.

(b) The term "expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(c) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(d) The term "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(e) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

IN WITNESS WHEREOF, the undersigned incorporator designated in Article V executes these Articles of Incorporation and hereby verifies subject to penalties of perjury that the facts contained herein are true.

Dated this 10<sup>th</sup> day of January, 2002.

  
Joseph P. Schaffer, Incorporator

This instrument was prepared by Michelle Molia, Attorney at Law, ICE MILLER, One American Square, Box 82001, Indianapolis, Indiana 46282-0002.

925902

# **OCMC, Inc.**

## **President & CEO**

Joseph A. Pence  
801 Congressional Blvd.  
Carmel, IN 46032  
317-843-1300

## **Treasurer & CFO**

Mark A. Speth  
801 Congressional Blvd.  
Carmel, IN 46032  
317-843-1300

## **Secretary**

Larry S. Wechter  
801 Congressional Blvd.  
Carmel, IN 46032  
317-843-1300

## **Assistant Secretary**

Ann C. Bernard  
801 Congressional Blvd.  
Carmel, IN 46032  
317-843-1300

## **Directors**

Ramon L. Humke  
Kevin E. Sheehan  
Joseph A. Pence  
Larry S. Wechter

(All Directors located at the address below)

801 Congressional Blvd.  
Carmel, IN 46032  
317-843-1300



**ONE CALL**  
COMMUNICATIONS, INC.

## **OCMC, Inc. Assumed Names**

**One Call Communications, Inc.**

**OPTICOM**

**1-800-MAX-SAVE**

**AdventTel**

**RegionTel**

**LiveTel**

**SuperTel**

OCMC, INC.  
d/b/a OPTICOM, ADVANTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet No. 1

Arizona Corporation Commission Tariff No. 1

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ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the rules and regulations, service descriptions, and rates applicable to the furnishing of service and facilities for interLATA and intraLATA interexchange telecommunications services and operator services provided by OCMC, Inc., doing business as OPTICOM, ADVANTEL, ONE CALL COMMUNICATIONS, INC., SUPERTEL, LIVETEL, REGIONTEL AND 1-800-MAX-SAVE with principal offices at 801 Congressional Blvd., Carmel, Indiana 46032. This tariff applies for services furnished within the state of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC.

Original Sheet

No. 2

d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Arizona Corporation Commission Tariff No. 1

---

CHECK SHEET

Sheets 1 through PL-9 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
2.1	Original
2.2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
13.1	Original
13.2	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
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21	Original
22	Original
23	Original
24	Original

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC.

2.1

d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet No.

Arizona Corporation Commission Tariff No. 1

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CHECK SHEET (Continued)

<u>SHEET</u>	<u>REVISION</u>
25	Original
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27	Original
28	Original
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44.1	Original
44.2	Original
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48	Original
48.1	Original
48.2	Original
48.3	Original
48.4	Original
48.5	Original
48.6	Original

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC.

2.2

d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet No.

Arizona Corporation Commission Tariff No. 1

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CHECK SHEET (Continued)

<u>SHEET</u>	<u>REVISION</u>
49	Original
50	Original
51	Original
51.1	Original
52	Original
53	Original
54	Original
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57	Original
58	Original
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62	Original
PL-1	Original
PL-2	Original
PL-3	Original
PL-4	Original
PL-5	Original
PL-6	Original
PL-7	Original
PL-8	Original
PL-9	Original

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC.  
No. 3  
d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet

Arizona Corporation Commission Tariff No. 1

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC  
No. 4  
d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet

Arizona Corporation Commission Tariff No. 1

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SYMBOLS

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

- (C)- To signify changed regulation or rate (See Note Below)
- (D)- To signify discontinued regulation or rate
- (I)- To signify increase
- (N)- To signify new regulation or rate
- (R)- To signify reduction
- (T)- To signify a change in text but no change in regulation or rate

NOTE: When used in reference to a rate, the symbol (C) indicates that a changed rate will result in either an increase or a decrease for certain customers.

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC.  
No. 5  
d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet

Arizona Corporation Commission Tariff No. 1

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TARIFF FORMAT

A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Arizona Corporation Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Arizona Corporation Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Check Sheets When a tariff filing is made with the Arizona Corporation Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets 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 revisions. 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 Arizona Corporation Commission.

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC.

Original Sheet

No. 6

d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Arizona Corporation Commission Tariff No. 1

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Application of Tariff

This tariff contains the description, rules, regulations, rates, and charges applicable to interLATA and intraLATA interexchange telecommunications and operator services offered by OCMC, Inc., doing business as OPTICOM, , ADVANTEL, ONE CALL COMMUNICATIONS, INC., SUPERTEL, LIVETEL, REGIONTEL AND 1-800-MAX-SAVE within the State of Arizona.

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

Arizona Corporation Commission Tariff No. 1

---

SECTION I-TECHNICAL TERMS AND DEFINITIONS

1. Account Number A numerical code, one or more of which is assigned to each Customer to enable each Customer to access the Company's service. Account Numbers are used by the Company both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Each Customer is assigned an Account Number or Code. If a Customer wishes to have the charges on their monthly statement segregated in a particular way, they may do so by obtaining one or more Additional Account Code(s).

2. Access Line A dedicated arrangement which connects a customer location to Company terminal location or Company switching center.
3. Authorized User A person, firm, corporation or other entity authorized by Company or customer to receive or send communications.
4. BOC Bell Operating Company.
5. Called Station Denotes the terminating point of a call (i.e., the called telephone number).
6. Calling Card Call A billing arrangement whereby a customer may charge a call to a valid calling card issued by a regulated local exchange company with whom the Company has billing and collection arrangements whether directly or indirectly through a billing arrangement.

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC.  
No. 8  
d/b/a OPTICOM, ADVANTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet

Arizona Corporation Commission Tariff No. 1

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**SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)**

7. **Collect Call A** billing arrangement by which the charge for a call may be charged to the called station, provided the called station accepts responsibility for such charge when asked by the Company operator.
8. **Company** OCMC, Inc., and/or OPTICOM, ADVANTEL, ONE CALL COMMUNICATIONS, INC., SUPERTEL, LIVETEL, REGIONTEL AND 1-800-MAX-SAVE.
9. **Company Recognized Holidays** Company recognizes the following holidays: Christmas Day (December 25), New Years Day (January 1), Independence Day (July 4), Thanksgiving Day, and Labor Day. The rate applicable is the Evening rate.
10. **Credit Card Call A** billing arrangement by which a call may be charged to an authorized credit card number, such as American Express, Discover, MasterCard, or VISA.
11. **Customer** The person firm, partnership, corporation, or other entity which subscribes, orders or uses service(s) and is responsible for the payment of charges and compliance with tariff regulations.
12. **DS-1** A high digital communications service with a transmission rate of 1.544 million bits per second, or the equivalent of 24-voice channels transmitting at 64 thousand bits per second each.
13. **Dedicated Access** A special access line from customer premise to Local Exchange Company.
14. **Directory Assistance Service** Directory Assistance Service, as provided by the Company, consists of supplying or attempting to supply listed telephone number to persons who call the Directory Assistance Bureau. The charges billed to the Customer, pursuant to this tariff, shall reflect only those Directory Assistance calls billed to the Company by the Local Exchange

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

**Carrier. Directory Assistance personnel cannot complete calls to requested telephone numbers.**

---

**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032**

Arizona Corporation Commission Tariff No. 1

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SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)

15. **End User** Any person, firm, partnership, corporation, or other entity whose furnished telecommunications services are under the provisions and regulations of Company's tariff. End User is typically a member of the transient public and, if so, does not negotiate directly with the Company for provisioning or termination of service.
16. **FGB Access** Feature Group B Access. 950-XXXX dialing procedures.
17. **FGD Access** Feature Group D Access. 10XXX dialing one plus dialing procedures.
18. **Installation** The connection of a circuit, dedicated access line, or port for new or additional service.
19. **Intrastate Call** Any call which originates and terminates in Arizona.
20. **Interstate Call** Any call which originates in Arizona and terminates outside Arizona.
21. **LATA** Local Access Transport Area.
22. **Local Exchange Carrier** A company which furnishes exchange telephone service.
23. **Major Credit Card** A universally accepted charge card. MasterCard, VISA, Diners Club, American Express, Carte Blanche, and Discover are examples of major credit cards.
24. **NSC** Network Switching Center.
25. **Operator Station** A call type other than person-to-person whereby the assistance of a Company operator is required to complete a call.

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

Arizona Corporation Commission Tariff No. 1

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SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)

26. Operator Surcharge A fee that may be applied to calls which require the assistance of Company operator. This charge may vary depending upon the call type selected by the end user.
27. Person-to-Person A call type whereby the caller originating the call specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.
28. POP A physical location within a LATA at which an Interexchange Company establishes itself for the purpose of obtaining LATA access and to which the Local Exchange Company provides access.
29. Premises The space designated by a customer at its place(s) of business for termination of Company's service, whether for its own communications needs or for the use of its resale customers. In the case of a non-profit sharing group, this term includes space at each sharer's place(s) of business, as well as space at the customer's place of business.
30. Rate Center A geographic location from which the vertical and horizontal coordinates are used in calculation of airline mileage.
31. Rate Period For all purposes of this tariff, the following rate period definitions shall apply:
- Day: 8:00 a.m. to 5:00 p.m.\*, Monday through Friday
- Evening: 5:00 p.m. to 11:00 p.m.\*, Sunday through Friday
- Night: 11:00 p.m. to 8:00 a.m.\*, Daily  
8:00 a.m. to 11:00 p.m.\*, Saturday, and  
8:00 a.m. to 5:00 p.m.\*, Sunday

---

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

**\*To but not inclusive.**

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**ISSUED:**

**EFFECTIVE:**

**BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032**

OCMC, INC.

11

d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet No.

Arizona Corporation Commission Tariff No. 1

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SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)

32. Registration Program Part 68 of the FCC's Rules and Regulations which permits customer equipment to be directly connected to access facilities and circuits without the requirement for protective circuitry.
33. Service Area Refers to the state of Arizona.
34. Special Access A special access line from customer premise to Local Exchange Company.
35. Station Any location from which long distance calls may be placed or received.
36. Subscriber See definition of customer.
37. Third Party Billed Call A billing arrangement by which the charges for a call are billed to a number that is different from the calling number and the called number; provided that the third party accepts responsibility for such charge when asked by the Company operator.
38. Travel Card A service available to Company subscribers enabling subscribers to access Company's network while in or away from their calling area. The security of the Travel Card is the responsibility of the customer. Customer is responsible for all calls made using their Travel Card.

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC.

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d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet No.

Arizona Corporation Commission Tariff No. 1

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SECTION II-RULES AND REGULATIONS

1. Description of Service

01. For purposes of this tariff, the service provided by Company is interLATA and intraLATA interexchange telecommunications and operator services within the State of Arizona.
02. The facilities of the Company will be available as soon as practicable upon receipt of an order for company services. Interconnection of the Company's facilities with the facilities of other duly authorized and regulated communications common carriers, and with International Record Carriers ("IRCs"), will be permitted.
03. The obligation of the Company to provide service is dependent upon its ability to procure and maintain facilities which are required to meet the subscriber's order for service. The Company will make all reasonable efforts to secure the necessary facilities and will amend its tariff accordingly, providing such new service will not adversely affect the Company's present services.
04. Company, when acting on the subscriber's request, and as subscriber's authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment, circuit conditioning, or connection access.
05. To use Company's service, the Customer accesses the Company's system, the Customer's phone number or security code or other billing type is verified and the call is processed.

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC.

13

d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet No.

Arizona Corporation Commission Tariff No. 1

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SECTION II-RULES AND REGULATIONS (Continued)

2. Application of Service

- .01 The Company requires a subscriber to sign an application form furnished by Company and to establish credit as provided in these Rules and Regulations, as a condition precedent to the initial establishment of such service. Company's acceptance of an order for service to be provided an applicant whose credit has not been duly established may be subject to the provision described in Section II-2.1, Deposits.

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC.  
13.1  
d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet No.

Arizona Corporation Commission Tariff No. 1

---

SECTION II-RULES AND REGULATIONS (Continued)

2.1. Deposits

- .01 Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing subscriber may be required to make a deposit or increase a deposit presently held if:
- .011 the subscriber has an unsatisfactory credit history; or
  - .012 the subscriber fails to pay a bill for two (2) consecutive billing periods; or
  - .013 the subscriber's current deposit is less than the estimated charges for two (2) months service.
- .02 A deposit is not to exceed the estimated charges for two (2) months service.
- .03 A deposit will be returned:
- .031 when an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned; or
  - .032 at the end of twelve (12) months of a satisfactory credit history; or
  - .033 upon the discontinuance of service. The Company will refund the subscriber's deposit or the balance in excess of unpaid bills for the service.

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC.

13.2

d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet No.

Arizona Corporation Commission Tariff No. 1

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SECTION II-RULES AND REGULATIONS (Continued)

2.1. Deposits (Continued)

- .04 The fact that a deposit has been made in no way relieves the subscriber from complying with the regulations with respect to prompt payment of bills on presentation.

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ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

Arizona Corporation Commission Tariff No. 1

---

SECTION II-RULES AND REGULATIONS (Continued)

3. Use of Service

- .01 Neither subscribers nor their authorized users may use the services furnished by Company for any unlawful purpose. Use and restoration of the service furnished by Company will be in accordance with the rules of the Arizona Corporation Commission.
- .02 The services offered herein may be used for one or more of the following:
- .021 for the transmission of communications to or by the customer.
  - .022 for the transmission of communications to or from an authorized user or joint user.
  - .023 for the transmission of communications to or from subscriber of another common carrier, which has subscribed to Company's communications services for purposes of resale.
- .03 Service may be arranged for joint use or permitted use. The joint user or permitted user shall be permitted to use such service in the same manner as customer, but subject to the following:
- .031 One joint user or permitted user must be designated as the subscriber. The designated subscriber does not necessarily have to have communications requirements of their own. The subscriber must specifically name all joint users or permitted users in the application for service. Orders which involve the start, rearrangement, or discontinuance of joint use or permitted use service will be accepted by Company only from that designated subscriber and will be subject to all regulations in this tariff.

---

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

Arizona Corporation Commission Tariff No. 1

---

SECTION II-RULES AND REGULATIONS (Continued)

3. Use of Service (Continued)

.032 All charges for the service will be computed as if the service were to be billed to one subscriber. The joint user or authorized user which has been designated as the subscriber will be billed for all components of the service and will be responsible for all payments to Company. In the event that the designated customer fails to pay the Company each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of Company service.

.04 Service may be arranged for use by Other Common Carriers for the purposes of resale subject to the following:

.041 Other Common Carriers will be responsible for charges, costs, etc., incurred by Company with respect to services as referenced in this tariff.

.042 Other Common Carriers are responsible for all interaction and interface with their own subscribers or customers.

.05 Service shall not be used for the following:

.051 for any unlawful purpose.

.052 for any purpose for which payment or other compensation is received by the customer, except when the customer is a duly permitted and regulated common carrier. This provision does not prohibit an arrangement between the customer, permitted user or joint user to share the cost of the service so long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

---

ISSUED:

EFFECTIVE:

BY: Laura Clore, Regulatory Manager  
One Call Communications, Inc.  
801 Congressional Blvd.  
Carmel, IN 46032

OCMC, INC.

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SECTION II-RULES AND REGULATIONS (Continued)

3. Use of Service (Continued)

- .06 When the Company's service is furnished or arranged for use for the purpose of resale, the customer will be responsible for charges, costs, etc., incurred by Company service(s) as well as interaction and interface with their own subscribers or customers.

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SECTION II-RULES AND REGULATIONS (Continued)

4. Limitations

- .01 Service is offered, subject to the availability of the necessary facilities and/or equipment and subject to the provisions of the tariff. The Company reserves the right not to provide service to or from a Customer where the necessary facilities or equipment are not available.
- .02 Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- .03 Service may be restricted by Company, without notice to the customer, by blocking traffic to certain cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when Company deems it necessary to take such action to prevent unlawful use of its service. Company will restore service as soon as it can be provided without undue risk.
- .04 There are no limits on the number of calls placed or the length of individual calls.

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SECTION II-RULES AND REGULATIONS (Continued)

5. Terms and Conditions

- .01 Service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective, and continues to be provided until canceled, by the customer, in writing, with no less than thirty (30) days notice.
- .02 In the event a customer orders a Company option that does not require a monthly subscription fee, Company reserves the right to treat a period of non-use of not less than ninety (90) days as a cancellation and to discontinue furnishing service, without notice, after such ninety (90) day period.
- .03 Service is offered on a monthly basis, twenty-four (24) hours per day. It is also offered on a Metered Use basis.
- .04 For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- .05 The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service.
- .06 The customer agrees to operate Company-provided equipment in accordance with instructions of Company or Company agents. Failure to do so will void Company liable for interruption of service and may make the customer responsible for damage to equipment pursuant to paragraph .07 below.
- .07 The customer agrees to return to Company all Company-provided equipment delivered to the customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the customer, normal wear and tear only excepted. The

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customer shall reimburse Company, upon demand, for any costs incurred by Company due to the customer's failure to comply with this provision.

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SECTION II-RULES AND REGULATIONS (Continued)

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SECTION II-RULES AND REGULATIONS (Continued)

6. Liability

- .01 The liability of Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service and not caused by the negligence of the customer or of Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur.
- .02 Company shall be indemnified and held harmless by the customer against:
- .021 claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over Company's channels;
- .022 patent infringement claims arising from combining or connecting Company furnished channels with apparatus and systems of the customer;
- .023 all other claims arising out of any act or omission of the customer in connection with any service provided by Company.
- .03 Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

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SECTION II-RULES AND REGULATIONS (Continued)

6. Liability (Continued)

- .04 When the facilities of other carriers are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other carrier(s). The subscriber will indemnify and save harmless the Company from any third-party claims for such damages referred to in Section 4.
- .05 Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment.
- .06 The customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any 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, 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 such equipment so used.
- .07 Company is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of channel facilities or the attachment of instruments, apparatus and associated wiring furnished by Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Company's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Company.

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SECTION II-RULES AND REGULATIONS (Continued)

6. Liability (Continued)

- .08 The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment of communications systems with Company facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- .09 The customer shall ensure that equipment and/or system is properly interfaced with Company facilities, that the signals emitted into Company's network are of the proper mode, bandwidth, power, data speed, and signal level of the intended use of the customer and in compliance with the criteria set forth in this tariff and that the signals do not damage Company equipment, injure personnel or degrade service to other customers. 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, Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer fails to maintain and operate their equipment and/or system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other customers, Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Company may, upon written notice, terminate the customer's service.

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SECTION II-RULES AND REGULATIONS (Continued)

6. Liability (Continued)

- .10 Company shall not be liable for any failure of performance due to causes beyond its reasonable control, including, but not limited to acts of God, fires, meteorological phenomena, floods, or other catastrophes; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof. WITH RESPECT TO THE SERVICES, MATERIALS, AND EQUIPMENT PROVIDED HEREUNDER, COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT STATED IN THIS TARIFF AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- .11 Company shall not be liable for:
- .111 Unlawful use or use by an unauthorized person of Company's facilities and services.
- .112 Any claim resulting from furnishing, installation, operation, maintenance, or removal of facilities at customer's premise(s).
- .113 Any claim arising out of a breach in the privacy or security of communications transmitted over Company facilities.
- .114 Changes in any of the facilities, operations, services or procedures of Company that render any facilities or services provided by subscriber obsolete, or require modification or alteration of such facilities or services, or other wise affect their use or performance. Company will endeavor to advise customer on a timely basis of such change.

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SECTION II-RULES AND REGULATIONS (Continued)

6. Liability (Continued)

- .12 Subscriber shall indemnify and save Company harmless from any and all liability not expressly assumed by Company in Section II and arising in connection with the provision of service by Company to subscriber, and shall protect and defend Company from any suits or claims alleging such liability, and shall pay all expenses (including attorney(s) fees) and satisfy all judgments which may be incurred by or rendered against Company in connection therewith. Company shall notify subscriber of any such suit or claim against Company. Company reserves the right to participate in the defense of any such suit or claim.
- .13 The liability of Company for any interruption or failure of service shall in no event exceed the credit allowance provided for herein. Company shall not be liable to subscriber or any Authorized User for any loss or damage incurred by reason of or incidental to any delay or interruption of service, or for failure in or breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service, except to the extent of such credit allowance, which shall constitute subscriber's sole and exclusive remedy hereunder.

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SECTION II-RULES AND REGULATIONS (Continued)

7. Interconnection With Other Carriers

- .01 Service furnished by Company may be connected with services or facilities of another participating carrier. Such interconnection may be made at a Company terminal or entrance site, at a terminal of another participating customer, or at the premises of a customer, joint user, or authorized user. Service furnished by Company is not part of a joint undertaking with such other carrier(s).
- .02 Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the customer's expense or as otherwise agreed upon. Upon customer request and acting as an authorized agent, Company will attempt to make the necessary arrangements for such interconnection.
- .03 Service furnished by Company may be connected with the facilities or services of other participating carrier's tariffs applicable to such connections.

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SECTION II-RULES AND REGULATIONS (Continued)

8. Special Customer Arrangements

- .01 In cases where a customer requests special arrangements which may include engineering, installation, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, Company at its option, will provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

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SECTION II-RULES AND REGULATIONS (Continued)

9. Change in Service Agreement

- .01 When a change in service arrangement involves the continued use by the customer of circuits furnished by Company, installation charges do not apply to the circuits continued in use. The minimum service period and monthly fees for the circuits contained in use is determined from the date of initial installation thereof.

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SECTION II-RULES AND REGULATIONS (Continued)

10. Restoration of Service

- .01 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 specifies the priority system for such activities.

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SECTION II-RULES AND REGULATIONS (Continued)

11. Inspection

- .01 Company may, upon reasonable notice, 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/or maintenance of the customer or Company equipment. Company may interrupt the service at any time, without penalty to Company, because of departure from any of these requirements.

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SECTION II-RULES AND REGULATIONS (Continued)

12. Testing and Adjusting

- .01 Upon reasonable notice, the circuits provided by Company shall be made available to Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION II-RULES AND REGULATIONS (Continued)

13. Interruption of Service

- .01 It shall be the obligation of the subscriber to notify the Carrier of any interruption in service. Before giving such notice, the subscriber shall ascertain that the trouble is not being caused by any action or omission of the subscriber or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.
- .02 For purposes of credit computation, every month shall be considered to have 720 hours.
- .03 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- .04 The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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SECTION II-RULES AND REGULATIONS (Continued)

14. Payment Arrangements

- .01 The customer is responsible for payment of all charges for services furnished. Charges for installation, physical or administrative changes, expedites, or cancellation of orders are payable upon completion. If, because of any such activity, a non-Company carrier or supplier levies additional charges, these charges shall be passed through to the customer. Recurring charges are billed in advance.
- .02 For billing of fixed charges, service is considered to be established upon the day in which the Company notifies the subscriber of installation and testing of the subscriber's service.
- .03 Bills are payable upon receipt. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. Commencing fifteen (15) days after rendition of the billing, it shall be considered past due and late payment charges of one and one-half percent (1.50%) per month will be applicable to the balance.
- .04 A minimum monthly billing of two dollars and fifty cents (\$2.50) per month may be applied as an administrative service fee.
- .05 A customer who discontinues service or whose service is canceled by the Company and/or in accordance with sections of this tariff, and wishes to reinstate service, may be subject to a reconnection charge of an amount not to exceed twenty-five dollars (\$25.00).
- .06 The charges set forth in this tariff for circuit terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges, which will be tarified as appropriate.

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SECTION II-RULES AND REGULATIONS (Continued)

14. Payment Arrangements (Continued)

- .07 If notice of a dispute as to charges is not received, in writing, by Company within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the customer.
- .08 A charge of no more than twenty dollars (\$20.00) will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- .09 Customer will be billed for and is liable for payment of all applicable federal, state, and local taxes, surcharges or other assessments including such amounts as Company may be authorized to pass through to the customer.
- .10 In certain instances, the customer may be subject to local telephone charges or message unit charges in using Company's service(s). Company is not responsible for any such local charges imposed directly on the customer by the local telephone company for gaining access to Company's intercity network.

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SECTION II-RULES AND REGULATIONS (Continued)

15. Disconnection of Service

- .01 Customer must give advance verbal or written notice for disconnection of any Company service. Company will have up to thirty (30) days to complete disconnect. The subscriber will be responsible for all charges for thirty (30) days or until the disconnect is effected, whichever is sooner. This thirty (30) day period will begin on the day of receipt of notice from the subscriber.

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SECTION II-RULES AND REGULATIONS (Continued)

16. Cancellation of Service by Customer

- .01 If a customer cancels an order for service before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges, and if, based on an order by a customer, any installation has either begun or been completed, but no services provided, the nonrecoverable cost of such installation shall be borne by the customer.

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SECTION II-RULES AND REGULATIONS (Continued)

17. Cancellation of Service by Company

.01 The Company, by written notice to the subscriber or applicant, may immediately cancel the application for or discontinue service, after five (5) days' written notice, without incurring any liability for any of the following reasons:

.011 Customer's failure to pay sum due the Company for service within forty-five (45) days of the date Company rendered its bill for such service.

.012 A violation of or failure to comply with any regulation governing the furnishing of service under this tariff.

.013 Upon written notification, Company will discontinue furnishing service to a subscriber who has not used the service for a period of ninety (90) days and who appears, after investigation to have left the community or who advises Company that Company's service(s) is no longer desired and no longer desires to be carried as a customer.

.014 An order of a court or other government authority having jurisdiction which prohibits the Company furnishing service.

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SECTION III- SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES

1. Subscriber's Compliance with Regulations

- .01 Company states in all subscribing contracts and agreements that Purchaser (subscriber) and its employees, brokers, agents, assigns, and successors shall at all times comply with and conform to all federal, state, and local rules and regulations including, but not limited to, rates, posting guidelines, alternate carrier access, and branding which are at any time applicable to any of the telecommunications services provided by Company to Purchaser. The failure of Purchaser to comply with and observe any rule or regulation or other regulatory requirement applicable to the telecommunication services to be provided by Company to Purchaser shall constitute a default under the Agreement. In the event that the Purchaser fails to remedy such a default after receiving written notice of such default from Company or, in the event that such default cannot be reasonably corrected, does not proceed expeditiously and with due diligence to correct said default, Company may, at its option, terminate Agreement. Purchaser shall indemnify, defend, and hold Company harmless of and from any and all claims, liabilities, fines, penalties, or other costs and expenses incurred or paid Company by reason of Purchaser's failure to comply with any applicable rule, regulation, or other regulatory requirement applicable to the telecommunication services purchased by Purchaser from Company.

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SECTION III- SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES

(Continued)

2. Posting Requirements

- .01 Federal and state as well as Company regulations require tent cards and/or stickers to be placed on or near pay telephone equipment used to access company's services. Aggregators who fail to comply with this provision are subject to termination of service.
- .02 Pursuant to R14-2-1005.B., Company requires each of its aggregators to post the following information:
  - .021 The name, address, and toll-free telephone number of the Company;
  - .022 A written disclosure that the rates, operator service charges and location-specific surcharges of the Company apply for all operator-assisted calls;
  - .023 A statement that interLATA calls made with calling cards, including IXC cards, may be carried by Company;
  - .024 Dialing instructions;
  - .025 A toll free number for billing inquiries;
  - .026 A description of complaint procedures; and
  - .027 That end-users have a right to obtain access to the interexchange carrier of their choice.

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SECTION III- SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES

(Continued)

3. Blocking and Interception Provisions

- .01 Company allows end users to access their preferred carriers at no charge.
- .02 Company forbids subscribers to block or intercept operator services of competing carriers. This provision does not pertain in situations where the customers who control premises equipment are also the users and bill-payers of Company's service.

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SECTION III- SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES  
(Continued)

4. Branding

- .01 Double branding is provided with all operator assisted calls. Branding is identifying the carrier the caller is using. Rates will be provided on request.

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SECTION III- SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES

(Continued)

5. Call Splashing

- .01 The transfer of calls to other carriers will be at no charge to the end user and will be rated and billed to reflect originating and terminating points of those calls. Where certain transfers cannot be made with this billing, the caller will be informed that the call cannot be completed and that their preferred carrier may be reached by dialing an access code or toll-free customer service number.

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**SECTION III- SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES****(Continued)****6. Payment and Billing**

01. The customer is responsible for payment of all tariffed rates and regulations in effect at the time the service is furnished. Usage charges are billed at the end of each Customer's monthly billing cycle. Any other charges are billed monthly in advance. All charges are due when the bill is rendered. Residential Customers may be permitted to pay all charges through automatic debits to a pre-approved credit card account.
02. Company's operator services billing and collection services are provided by third-party firms with whom Company contracts for such services. The third-party agents have billing agreements with all Regional Bell Operating Companies (RBOC's) and the major independent telephone operating companies. Company may, in certain situations, enter into separate billing agreements directly with RBOC's and major independent telephone operating companies. In the event an end user elects to pay via a major credit card, charges are billed via direct agreements between Company and the credit establishment indicated by the end user's major credit card.
03. The charge for each completed operator assisted call consists of two charge elements: fixed operator service charge, which will be dependent on the type of billing selected (i.e., calling card, charge third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person); and a measured charge dependent on the duration, distance and time of day of the call. The measured element is specified as a rate per minute which applies to each minute of call duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as one full minute.

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**ISSUED:****EFFECTIVE:**

**BY:** Laura Clore, Regulatory Manager  
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SECTION III- SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES  
(Continued)

6. Payment and Billing (Continued)

.031 Charges for Collect, Calling Card, and Charge Third Party Calls will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by Company with the applicable telephone company.

.032 Charges for Credit Card Calls will be included on the user's regular monthly statement from the card-issuing company.

.033 When requested by the end user, and authorized by the subscriber, the charges may be provided for inclusion on the hotel or motel bill of the user. In such cases, Company will provide a record of the call detail and charges to the hotel or motel for such billing purposes.

04. Company reserves the right to validate worthiness of users through available credit card, calling card, call number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Company may refuse to place the call.

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

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OCMC, INC.

Original Sheet No.

44

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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

**6. Payment and Billing (Continued)**

06. Customers may receive credit adjustments up to an allowable amount for contested charges by contacting the billing agency whose number is shown on the customer's bill. Adjustments exceeding these allowances, if any, will be authorized after appropriate investigation. Credit card companies will credit the contested amount(s) and notify the Company for investigation and rebilling if appropriate.

07. The following call types are at no charge to the customer:

.071 Incomplete calls.

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44.1

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SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES

(Continued)

7. Changes to Rates and/or Charges

- .01 Any changes to Company's usage rates and operator service charges within its discounting authority will occur only after Company has given fourteen (14) calendar days prior notice to the Commission Staff.

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44.2

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Arizona Corporation Commission Tariff No. 1

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**SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES**  
**(Continued)**

**8. Complaint Processing Procedures**

- .01 End users may voice complaints and make inquiries by writing a letter to: Company, Billing Inquiry Division, P.O. Box 3141, Carmel, Indiana 46082, or by calling (800) 276-1111 during normal business hours.**
- .02 Company shall promptly make a suitable investigation and advise the complainant of the results thereof.**
- .03 In the event the complainant is dissatisfied with Company's report, Company shall advise the complainant of the Arizona Corporation Commission's complaint process, giving the end user the address and telephone number of the Consumer Services Section of the Commission.**
- .04 Company shall make a suitable investigation of all complaints forwarded from the Commission on behalf of an end user. Company shall advise the Commission of the results of the investigation in writing. Initial response to the Commission shall be made within 30 days after the complaint is forwarded by the Commission.**
- .05 Company shall keep a record of all complaints, showing the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof. Such record shall be maintained for a period of two years subsequent to the final settlement of the complaint.**

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**801 Congressional Blvd.**  
**Carmel, IN 46032**

OCMC, INC.

Original Sheet No.

44.3

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Arizona Corporation Commission Tariff No. 1

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SECTION III-SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES

(Continued)

9. Willingness to Comply with Commission's Rules

- .01 Company will comply with A.A.C. R14-2-1001. et seq., governing alternative operator service providers, except where a waiver has been formally requested and granted.

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Carmel, IN 46032

OCMC, INC.

45

d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet No.

Arizona Corporation Commission Tariff No. 1

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SECTION IV- DESCRIPTION OF SERVICE

1. General Description of Service

- .01 For purposes of this tariff, the services provided by Company are interexchange telecommunications and operator services.
- .02 Company offers its services subject to the provisions of this tariff.
- .03 Company's services are offered to subscribers on a monthly basis.
- .04 Company's services are offered to subscribers twenty-four (24) hours a day.
- .05 All service shall remain in effect for a minimum of thirty (30) days.
- .06 Company offers its services subject to the availability of the necessary facilities and/or equipment. Company reserves the right to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.

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Carmel, IN 46032

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46

d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
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Original Sheet No.

Arizona Corporation Commission Tariff No. 1

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Section IV- DESCRIPTION OF SERVICE (Continued)

2. Call Completion

- .01 Not more than one (1) call per one hundred (100) calls during a typical "busy hour" will receive a busy signal from the Company's terminal or experience any other service delay related to the Company's facilities or service. The Company is not responsible for delays or signal degradation caused by any phone company.

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Arizona Corporation Commission Tariff No. 1

SECTION IV- DESCRIPTION OF SERVICE (Continued)

3. Calculation of Charges and Distance

- .01 Chargeable time for calls will begin when connection is established between calling party and company switch. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the calling station does not hang up, chargeable time ends when the network connection is released by automatic timing equipment in the network.
- .02 Charges for Company's service(s) are based on the distance and duration of the call, monthly usage, and the rate period (Day, Evening, Night) when the call is placed.
- .03 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across the United States and Canada. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. A vertical (V) and a horizontal (H) coordinate is computed for each local exchange company primary serving office and serving office from its latitude and longitude location by use of appropriate map-projection equations. A pair of V-H coordinates locates a primary serving office or serving office for determining airline mileage, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two primary serving offices or serving offices is the airline mileage computed as follows:

$$\text{FORMULA: } \frac{(V - V_2)^2 + (H_1 - H_2)^2}{10}$$

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OCMC, INC.

48

d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet No.

Arizona Corporation Commission Tariff No. 1

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SECTION IV- DESCRIPTION OF SERVICE (Continued)

4. Service Offerings

- .01 Operator Services are those services provided by the Company in which the end user has a customer relationship with the Company, the Company contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator assisted calls; or Company's customer relationship is with a subscriber through a contractual agreement, and the end user has no direct customer relationship with the Company.
- .02 Special Promotions The Company may from time to time engage in special promotional trial service offerings of limited duration, [not to exceed ninety (90) days on a per customer basis, for non-optional, recurring charges], designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering.
- .03 Directory Assistance Company processes Directory Assistance/Information calls on a per call basis. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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OCMC, INC.

48.1

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ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet No.

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SECTION IV- DESCRIPTION OF SERVICE (Continued)

4. Service Offerings (Continued)

.04 Reserved For Future Use.

.05 Reserved For Future Use.

.06 Alternative is a service whereby subscribers originate calls in areas with Equal Access capabilities serviced by the Company by dialing to Company's switch through Equal Access Dialing procedures: 1+ Dialing/FGD (101XXXX). This service is designed for business customers. There is no installation fee or monthly charge. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

.07 Tier One is a basic MTS service for customers whose monthly long distance usage exceeds \$1000. There is no installation fee or monthly charge for Tier One service. Calls are billed in six (6) second increments with a thirty (30) second minimum.

.08 Hospitality B is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$50. There is no installation fee or monthly charge for Hospitality service. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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Carmel, IN 46032

OCMC, INC.  
48.2  
d/b/a OPTICOM, ADVANTTEL,  
ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Original Sheet No.

Arizona Corporation Commission Tariff No. 1

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SECTION IV- DESCRIPTION OF SERVICE (Continued)

4. Service Offerings (Continued)

- .09 Hospitality C is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$100. There is no installation fee or monthly charge for Hospitality C service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .10 Hospitality F is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$1000. There is no installation fee or monthly charge for Hospitality F service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .11 Hospitality E is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$500. There is no installation fee or monthly charge for Hospitality E service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .12 Hospitality J is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$3500. There is no installation fee or monthly charge for Hospitality J service. Calls are billed in six (6) second increments with a six (6) second minimum.
- .13 800 Alternative is a product whereby subscribers receive incoming calls using switched access. This service is designed for business customers. There is a \$5.00 monthly minimum for 800 Alternative. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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Arizona Corporation Commission Tariff No. 1

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SECTION IV- DESCRIPTION OF SERVICE (Continued)

4. Service Offerings (Continued)

- .14 Home Link 800 is a product whereby subscribers receive incoming calls using switched access. This service is designed for residential customers. There is a \$5.00 monthly minimum for Home Link 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .15 Hospitality 800 is an inbound 800/888 service designed for hospitality customers, such as hotels/motels and condominiums. There is a \$5.00 monthly minimum for Hospitality 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .16 Travel America allows a customer to place long distance calls from locations other than their presubscribed telephone. Access to the One Call network is gained by dialing an 800/888 number. Calls are billed in six (6) second increments with a one (1) minute minimum. Cards are issued at no charge to the subscriber.
- .17 Protocall Ambassador allows a customer to place long distance calls from locations other than their presubscribed telephone. Access to the One Call network is gained by dialing an 800/888 number. Calls are billed in six (6) second increments with a thirty (30) second minimum. Cards are issued at no charge to the subscriber.
- .18 Target 800 is an inbound 800/888 service designed for business customers whose average long distance usage exceeds \$500. There is a \$5.00 monthly minimum for Target 800. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

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OCMC, INC.  
48.4  
d/b/a OPTICOM, ADVANTTEL,  
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Original Sheet No.

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SECTION IV- DESCRIPTION OF SERVICE (Continued)

4. Service Offerings (Continued)

- .19 Ultra 800 is an inbound 800/888 service designed for business customers whose average monthly long distance usage exceeds \$100. There is a \$5.00 monthly minimum for Ultra 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .20 One Solution is a basic MTS service designed for business customers. Calls are billed in six (6) second increments with an eighteen (18) second minimum. This service requires a 24-month Agreement. There is a charge of \$750.00 if service is terminated early.
- .21 One Solution 800 is an inbound 800/888 service designed for business subscribers. There is a \$5.00 monthly minimum billing. Calls are billed in six (6) second increments with an eighteen (18) second minimum. This service requires a 24-month Agreement. There is a charge of \$750.00 if service is terminated early.
- .22 Premiere Travel allows a customer to place long distance calls from locations other than their presubscribed telephone. Access to the One Call network is gained by dialing an 800/888 number. Calls are billed in six (6) second increments with a one (1) minute minimum. Cards are issued at no charge to the subscriber.
- .23 Ameritel Outbound is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$1500. There is no installation fee or monthly charge for Ameritel Outbound service. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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ONE CALL COMMUNICATIONS, INC.,  
SUPERTEL, LIVETEL, REGIONTEL, 1-800-MAX-SAVE

Arizona Corporation Commission Tariff No. 1

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SECTION IV- DESCRIPTION OF SERVICE (Continued)

4. Service Offerings (Continued)

- .24 Q-Guarantee is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$2500. There is no installation fee or monthly charge for Q-Guarantee service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .25 Special K Domestic is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$5000. There is no installation fee or monthly charge for Special K Domestic service. Calls are billed in six (6) second increments with a six (6) second minimum.
- .26 Hospitality 800 12 is an inbound 800/888 service designed for hospitality customers, such as hotels/motels and condominiums, whose monthly long distance usage exceeds \$500. There is a \$5.00 monthly minimum for Hospitality 800 12. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .27 Ameritel 800 is an inbound 800/888 service designed for hospitality customers, such as hotels/motels and condominiums, whose monthly long distance usage exceeds \$1500. There is a \$5.00 monthly minimum for Hospitality 800 12. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .28 Q-Guarantee III is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$7500. There is no installation fee or monthly charge for Q-Guarantee III service. Calls are billed in one (1) minute increments with a one (1) minute minimum.
- .29 Compete USA is a basic MTS service designed for business customers in Bell Operating Company calling areas. Calls are billed in

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**six (6) second increments with a six (6) second minimum.**

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OCMC, INC.  
48.6  
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SECTION IV- DESCRIPTION OF SERVICE (Continued)

4. Service Offerings (Continued)

- .30 Hospitality Special is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$6500. There is no installation fee or monthly charge for Hospitality Special service. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .31 Hospitality Special II is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$7000. There is no installation fee or monthly charge for Hospitality Special II service. Calls are billed in six (6) second increments with a six (6) second minimum.
- .32 Hospitality Special 800 is an inbound 800/888 service designed for hospitality customers, such as hotels/motels and condominiums, whose monthly long distance usage exceeds \$6500. There is a \$5.00 monthly minimum for Hospitality Special 800. Calls are billed in six (6) second increments with a thirty (30) second minimum.
- .33 Max Five is a basic MTS service for hospitality customers, such as hotels/motels and condominiums, whose average monthly long distance usage exceeds \$7500. There is no installation fee or monthly charge for Max Five service. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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Arizona Corporation Commission Tariff No. 1

SECTION V- RATES AND CHARGES

1. Operator Service Rates

.01 InterLATA Rates

RATE MILEAGE	DAY		EVENING		NIGHT	
	INITIAL/ADD'L MINUTE/MINUTE		INITIAL/ADD'L MINUTE/MINUTE		INITIAL/ADD'L MINUTE/MINUTE	
0-10	\$ .3000	.3000	\$ .3000		.3000	
11-16	.4000	.3000	.3000	.3000	.3000	.3000
17-22	.4000	.3000	.3000	.3000	.3000	.3000
23-30	.4500	.3000	.3135	.3000	.3000	.3000
31-40	.5065	.3000	.3135	.3000	.3000	.3000
41-55	.5307	.3332	.3135	.3000	.3000	.3000
56-70	.5560	.3732	.3590	.3000	.3000	.3000
71-124	.5560	.3865	.3590	.3000	.3000	.3000
125-196	.5560	.4265	.3590	.3000	.3000	.3000
197-292	.5560	.4799	.3590	.3000	.3000	.3000
293-OVER	.5800	.4820	.3908	.3000	.3300	.3000

.02 InterLATA Operator Service Charges

These rates and charges are for InterLATA Operator Services as specified in this tariff. The operator surcharge will be added to the first minute of each operator call in addition to the equal access long distance per minute rates set forth above.

	<u>Automated</u>	<u>Live</u>
Calling Card, Credit Card	\$ 1.50	\$ 2.30
Station-to-Station Collect and Third Party	\$ 2.33	\$ 2.33
Person-to-Person Collect and Third Party		\$ 4.66

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**Person-to-Person**

**\$ 4.50**

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Carmel, IN 46032**

Arizona Corporation Commission Tariff No. 1

SECTION V- RATES AND CHARGES (Continued)

1. Operator Service Rates (Continued)

.03 IntraLATA Rates

RATE MILEAGE	DAY INITIAL/ADD'L MINUTE/MINUTE		EVENING INITIAL/ADD'L MINUTE/MINUTE		NIGHT INITIAL/ADD'L MINUTE/MINUTE	
	\$		\$			
0-10		.3000			.3000	
	\$ .3000	.3000				
11-16	.4000	.3000	.3000	.3000	.3000	.3000
17-22	.4000	.3000	.3000	.3000	.3000	.3000
23-30	.4500	.3000	.3135	.3000	.3000	.3000
31-40	.4500	.3000	.3135	.3000	.3000	.3000
41-55	.4500	.3000	.3135	.3000	.3000	.3000
56-70	.5200	.3300	.3590	.3000	.3000	.3000
71-124	.5200	.3300	.3590	.3000	.3000	.3000
125-196	.5300	.3600	.3590	.3000	.3000	.3000
197-292	.5800	.3600	.3590	.3000	.3000	.3000
293-OVER	.5800	.3800	.3980	.3000	.3300	.3000

.04 Operator Service Charges

These rates and charges are for IntraLATA Operator Services as specified in this tariff. The operator surcharge will be added to the first minute of each operator call in addition to the equal access long distance per minute rates set forth above.

	<u>Automated</u>	<u>Live</u>
Calling Card, Credit Card	\$ 1.50	\$ 2.30
Station-to-Station Collect and Third Party	\$ 2.30	\$ 2.30
Person-to-Person Collect and Third Party		\$ 4.50

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801 Congressional Blvd.  
Carmel, IN 46032

Person-to-Person

\$ 4.50

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Carmel, IN 46032**

Arizona Corporation Commission Tariff No. 1

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SECTION V- RATES AND CHARGES (Continued)

1. Operator Service Rates (Continued)

.05 Operator Dialed Surcharge

In addition to the operator surcharges located on Sheet Nos. 49 and 50, an Operator Dialed Surcharge applies to Operator Station and Person-to-Person calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station.

.051 The operator dialed surcharge will not be imposed in cases of equipment failure such that end users are not able to place calls without operator assistance and in cases where the end user is experiencing a disability.

.052 Operator Dialed Surcharge: \$2.00

.06 Property Surcharge

In addition to the charges set forth on pages 49, 50 and 51 of this tariff, a property surcharge, of no more than \$1.00 per billable call, may be added to all intrastate operator assisted calls completed through Company.

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OCMC, INC.  
51.1  
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SECTION V- RATES AND CHARGES (Continued)

1. Operator Service Rates (Continued)

.07 1-800-MAX-SAVE

COLLECT – PEAK RATES\*

<u>Rate Mileage</u>	<u>Initial Minute</u>	<u>Additional Minutes</u>
All	\$0.3800	\$0.3800

COLLECT – OFF-PEAK RATES\*

<u>Rate Mileage</u>	<u>Initial Minute</u>	<u>Additional Minutes</u>
All	\$0.0800	\$0.0800

CALLING CARD – ALL TIME PERIODS

<u>Rate Mileage</u>	<u>Initial Minute</u>	<u>Additional Minutes</u>
All	\$0.8900	\$0.8900

OPERATOR CHARGES

Automated Calling Cared	\$4.99
Live Calling Card	\$5.50
Automated Collect	\$2.99
Live Collect	\$3.95

\*Peak: 7am-8pm, Off-Peak 8pm-7am. Collect calls are billed in three minute increments with a three minute minimum.

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SECTION V-RATES AND CHARGES (Continued)

2. Directory Assistance Charge

Rate for in-state assistance \$ 2.00

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SECTION V-RATES AND CHARGES (Continued)

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5. Alternative

Maximum per minute rates:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$ .2050	\$ .2050	\$ .2050

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SECTION V-RATES AND CHARGES (Continued)

6. Tier One

Maximum per minute rates:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$ .1900	\$ .1900	\$ .1900

7. Hospitality B

Maximum per minute rates:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$ .1750	\$ .1750	\$ .1750

8. Hospitality C

Maximum per minute rates:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$ .1600	\$ .1600	\$ .1600

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SECTION V-RATES AND CHARGES (Continued)

9. Hospitality F

Maximum per minute rates:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$ .1300	\$ .1300	\$ .1300

10. Hospitality E

Maximum per minute rates:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$ .1500	\$ .1500	\$ .1500

11. Hospitality 800 12

Maximum per minute rates:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$ .1700	\$ .1700	\$ .1700

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SECTION V-RATES AND CHARGES (Continued)

12. One Solution 800

Maximum per minute rates:

Day \$.1510

Evening/Night/Weekend \$.1510

13. 800 Alternative

Maximum per minute rates:

Day \$.2500

Evening/Night/Weekend \$.2500

14. Home Link 800

Maximum per minute rates:

Day \$.2800

Evening/Night/Weekend \$.2800

15. Hospitality 800

Maximum per minute rates:

Day \$.1800

Evening/Night/Weekend \$.1800

16. Target 800

Maximum per minute rates:

Day \$.1700

Evening/Night/Weekend \$.1700

17. Ultra 800

Maximum per minute rates:

Day \$.2050

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**Evening/Night/Weekend \$.2050**

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SECTION V-RATES AND CHARGES (Continued)

18. 800 Service Options and Fees

The following charges are maximum one time charges:

- .01 Limited Area Coverage \$150.00
- .02 Extended Area Coverage \$ 50.00 each  
(including Alaska, Hawaii,  
the Virgin Islands and Puerto Rico)
- .03 Re-direct to another line \$ 10.00 per  
800 number
- .04 Installation fee for 800 \$ 10.00 per  
numbers ordered over 10 800 number

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SECTION V-RATES AND CHARGES (Continued)

19. Travel America

Maximum per minute rates:

Day	\$ .3000
Evening	\$ .2600
Night	\$ .2300

Maximum Verification Fee: \$1.00 per call

20. Protocall Ambassador

Maximum per minute rates:

Day	\$ .4000
Evening	\$ .4000
Night	\$ .4000

21. One Solution

Maximum per minute rates:

Day	\$ .1510
Evening	\$ .1510
Night	\$ .1510

22. Special K Domestic

Maximum per minute rates:

Day	\$ .1250
Evening	\$ .1250
Night	\$ .1250

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SECTION V-RATES AND CHARGES (Continued)

23. Q-Guarantee

Maximum per minute rates:

Day	\$ .1564
Evening	\$ .1564
Night	\$ .1564

24. Ameritel Outbound

Maximum per minute rates:

Day	\$ .1390
Evening	\$ .1390
Night	\$ .1390

25. Hospitality J

Maximum per minute rates:

Day	\$ .1200
Evening	\$ .1200
Night	\$ .1200

26. Ameritel 800

Maximum per minute rates:

Day	\$ .1390
Evening	\$ .1390
Night	\$ .1390

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SECTION V-RATES AND CHARGES (Continued)

27. Premiere Travel

Maximum per minute rates:

Day	\$ .2500
Evening	\$ .2500
Night	\$ .2500

28. Q-Guarantee III

Maximum per minute rates:

Day	\$ .1000
Evening	\$ .1000
Night	\$ .1000

29. Compete USA

Maximum per minute rates:

Day	\$ .1600
Evening	\$ .1600
Night	\$ .1600

30. Hospitality Special

Maximum per minute rates:

Day	\$ .1050
Evening	\$ .1050
Night	\$ .1050

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SECTION V-RATES AND CHARGES (Continued)

31. Hospitality Special II

Maximum per minute rates:

Day	\$ .1010
Evening	\$ .1010
Night	\$ .1010

32. Hospitality Special 800

Maximum per minute rates:

Day	\$ .1050
Evening	\$ .1050
Night	\$ .1050

33. Max Five

Maximum per minute rates:

Day	\$ .1000
Evening	\$ .1000
Night	\$ .1000

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SECTION VI- PRICE LIST

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SECTION VI- PRICE LIST (Continued)

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3. Alternative

The following per minute rates apply:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$ .1550	\$ .1550	\$ .1550

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SECTION VI- PRICE LIST (Continued)

4. Tier One

The following per minute rates apply:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$.1400	\$.1400	\$.1400

5. Hospitality B

The following per minute rates apply:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$.1250	\$.1250	\$.1250

6. Hospitality C

The following per minute rates apply:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$.1110	\$.1110	\$.1110

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SECTION VI- PRICE LIST (Continued)

7. Hospitality E

The following per minute rates apply:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$.1010	\$.1010	\$.1010

8. One Solution

The following per minute rates apply:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$.1010	\$.1010	\$.1010

9. One Solution 800

The following per minute rates apply:

<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$.1010	\$.1010	\$.1010

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SECTION VI- PRICE LIST (Continued)

10. Hospitality 800 12  
Day \$.1200/min.  
Evening/Night/Weekend \$.1200
11. 800 Alternative  
Day \$.2010/min.  
Evening/Night/Weekend \$.2010
12. Home Link 800  
Day \$.2310/min.  
Evening/Night/Weekend \$.2310
13. Hospitality 800  
Day \$.1310/min.  
Evening/Night/Weekend \$.1310
14. Target 800  
Day \$.1200/min.  
Evening/Night/Weekend \$.1200
15. Ultra 800  
Day \$.1550/min.  
Evening/Night/Weekend \$.1550

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SECTION VI- PRICE LIST (Continued)

16. 800 Service Options and Fees

The following charges are one time charges:

.01	Limited Area Coverage	\$150.00
.02	Extended Area Coverage (including Alaska, Hawaii, the Virgin Islands and Puerto Rico)	\$ 50.00 each
.03	Re-direct to another line	\$ 10.00 per 800 number
.04	Installation fee for 800 numbers ordered over 10	\$ 10.00 per 800 number

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SECTION VI- PRICE LIST (Continued)

17. Travel America

Day           \$.2500/min.  
Evening       \$.2100  
Night          \$.1800

Verification Fee: \$.50 per call

18. Protocall Ambassador

Day           \$.3500/min.  
Evening       \$.3500  
Night          \$.3500

19. Hospitality F

Day           \$.0800/min.  
Evening       \$.0800  
Night          \$.0800

20. Special K Domestic

Day           \$.0650/min.  
Evening       \$.0650  
Night          \$.0650

21. Q-Guarantee

Day           \$.1064/min.  
Evening       \$.1064  
Night          \$.1064

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SECTION VI- PRICE LIST (Continued)

22. Ameritel Outbound

Day           \$.0890/min.  
Evening       \$.0890  
Night          \$.0890

23. Hospitality J

Day           \$.0700/min.  
Evening       \$.0700  
Night          \$.0700

24. Ameritel 800

Day           \$.0890/min.  
Evening       \$.0890  
Night          \$.0890

25. Premiere Travel

Day           \$.2000/min.  
Evening       \$.2000  
Night          \$.2000

26. Q-Guarantee III

Day           \$.0490/min.  
Evening       \$.0490  
Night          \$.0490

27. Compete USA

Day           \$.0800/min.  
Evening       \$.0800

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**Night**

**\$.0800**

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SECTION VI- PRICE LIST (Continued)

28. Hospitality Special

Day	\$.0550/min.
Evening	\$.0550
Night	\$.0550

29. Hospitality Special II

Day	\$.0510/min.
Evening	\$.0510
Night	\$.0510

30. Hospitality Special 800

Day	\$.0550/min.
Evening	\$.0550
Night	\$.0550

31. Max Five

Day	\$.0500/min.
Evening	\$.0500
Night	\$.0500

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