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**ORIGINAL**

AZ CORP COMMISSION  
DOCKET CONTROL

Docket Control Center  
Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, Arizona 85007-2927

RE: Initial Local Tariff for Access Point, Inc.  
Docket No. T-03446A-08-0055

Dear Sir/Madame:

Enclosed for filing please find the original and thirteen (13) copies of the initial Local Tariff submitted on behalf of Access Point, Inc. The Company filed an Application for Approval of a Certificate of Convenience and Necessity to Provide Competitive Resold and Facilities-Based Local Exchange Telecommunications in Docket No. T-03446A-08-0555 and was approved on June 5, 2009 in Decision No. 71118. The Company respectfully requests an effective date for this filing of November 21, 2009.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided.

Any questions you may have regarding this filing may be directed to me at 407-740-3001 or via email to [tforte@tminc.com](mailto:tforte@tminc.com).

Thank you for your assistance in this matter.

Sincerely,

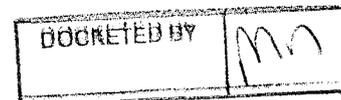
Thomas M. Forte  
Consultant to Access Point, Inc.

Enclosures  
TMF/rg

cc: J. Brown - Access Point (e-mail only)  
file: Access Point - AZ - Local  
tms: AZI0902

Arizona Corporation Commission  
**DOCKETED**

OCT 22 2009



Arizona  
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF  
OF  
**Access Point, Inc.**

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Access Point, Inc., with principal offices at 1100 Crescent Green, Suite 109, Cary, North Carolina 27518, 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: October 21, 2009

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

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**CHECK SHEET**

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages 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.

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**CHECK SHEET, (CONT'D.)**

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**EXPLANATION OF SYMBOLS**

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

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Access Point, Inc., hereinafter referred to as the Company, to Customers within the state of Arizona. Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Access Point, Inc. at 1100 Crescent Green, Suite 109, Cary, North Carolina 27518.

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### TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a)1.
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

**SECTION 1 - DEFINITIONS**

**Access Line** - An arrangement that connects the Customer's location to a Access Point switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

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

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

**Access Point** - Used throughout this tariff to mean Access Point, Inc. unless clearly indicated otherwise by the text.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** - Arizona Corporation Commission.

**Company or Carrier** - Access Point, Inc., unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP")** - The pulse type employed by rotary dial station sets.

**Direct Inward Dial (or "DID")** - A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

**Direct Outward Dial (or "DOD")** - A service attribute that allows individual station users to access and dial outside numbers directly.

**Dual Tone Multi-Frequency (or "DTMF")** - The pulse type employed by tone dial station sets.

**End User** - Any person, firm, corporation, partnership or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Telcordia.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

**SECTION 1 - DEFINITIONS, (CONT'D.)**

**In-Only** - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**Independent Territory** - Independent Telephone Company locations outside of the Access Point Telecommunications Service area.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

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

**LEC** - Local Exchange Company.

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

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

**Multi-Frequency or ("MF")** - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**PBX** - Private Branch Exchange

**Premises** - A building or buildings on contiguous property.

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

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

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

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

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges** - Charges for minutes or messages traversing over local exchange facilities.

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

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**SECTION 2 – RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Arizona.

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

**2.1.2 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond Company control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B.** Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E.** Service may be terminated upon written notice to the Customer if:
  - 1.** the Customer is using the service in violation of this tariff; or
  - 2.** the Customer is using the service in violation of the law.
- F.** This tariff shall be interpreted and governed by the laws of the state of Arizona regardless of its choice of laws provision.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (Cont'd.)**

- G.** Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9 of this tariff.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9 of this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- 1.** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - 2.** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, terrorists acts, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3.** Any unlawful or unauthorized use of the Company's facilities and services;
  - 4.** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - 5.** Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

**D. (Cont'd.)**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H.** **Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

**I. With respect to Emergency Number 911 Service:**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury 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 by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
  
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

**I. With respect to Emergency Number 911 Service, (Cont'd.)**

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

**2.1.5 Notification of Service-Affecting Activities**

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

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

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

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

**2.1.7 Non-routine Installation**

At Customer request, installation and/or maintenance may be performed outside the regular business hours or the Company or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but, at Customer request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request and expense of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer, (Cont'd.)****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of Company negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party, pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of Company services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand the Customer right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- A.** Terminal equipment on Customer Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at Customer expense, subject to prior Customer approval of the equipment expense.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.4 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
  
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

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

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 Billing and Collection of Charges, (cont'd.)**

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
  
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 Billing and Collection of Charges, (cont'd.)**

- E. If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds that are not immediately available, within fifteen (15) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%. There is a minimum finance charge of \$5 for Residential Accounts and \$10 for Business Accounts will be applied if an invoice is past due. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied.
  
- F. The Customer will be assessed a charge set forth below for each check submitted by the Customer to the Company that a financial institution refuses to honor.

<u>Maximum</u>	<u>Current</u>
\$50.00	\$25.00

- G. If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.3 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company shall require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission, 1200 West Washington Street, Phoenix, Arizona 85007.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.6 Discontinuance of Service****2.6.1 Cancellation by Customer**

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

**2.6.2 Discontinuance by the Company**

- A. Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability for any of the following reasons:
1. Failure of the Customer to pay a bill for utility service;
  2. Customer violation of any of the Company tariffs on file with Commission;
  3. Customer violation of the Commission's rules and regulations;
  4. Failure to meet or maintain the Company's credit and deposit requirements;
  5. Failure of the Customer to provide the Company reasonable access to its equipment and property;
  6. Customer breach of contract for service between the Company and the Customer;
  7. When necessary for the Company to comply with an order from any governmental agency having jurisdiction, or;
  8. Unauthorized resale of the equipment or services of the Company.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.6 Discontinuance of Service, (Cont'd.)**

**2.6.2 Discontinuance by the Company, (Cont'd.)**

- B.** The Company may disconnect service without advance written notice for any of the following:
  - 1.** The existence of an obvious hazard to the safety or health of the consumer, the general population or of the Company's personnel or facilities;
  - 2.** The Company has evidence of tampering or evidence of fraud.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.7 Cancellation of Application for Service**

- 2.7.1** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.7.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4** The special charges described in 2.7.1 through 2.7.3 above, will be calculated and applied on a case-by-case basis.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.8 Changes in Service Requested**

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

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.9 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.9.1 below for the part of the service that the interruption affects.

**2.9.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.9 Allowances for Interruptions in Service, (Cont'd.)**

**2.9.2 Limitations of Allowances**

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

- A.** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3 below), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to Customer failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.9 Allowances for Interruptions in Service, (Cont'd.)**

**2.9.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.9.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**
**2.9 Allowances for Interruptions in Service, (Cont'd.)****2.9.4 Application of Credits for Interruptions in Service, (cont'd.)****D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**F. Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.9 Allowances for Interruptions in Service, (Cont'd.)**

**2.9.5 Cancellation For Service Interruption**

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

**2.10 Use of Customer Service by Others**

**2.10.1 Joint Use Arrangements**

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

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.11 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.9.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2 of this tariff.

**2.11.1 Termination Liability**

The Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.12 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

**2.12.1** to any subsidiary, parent company or affiliate of the Company; or

**2.12.2** pursuant to any sale or transfer of substantially all the assets of the Company; or

**2.12.3** pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.13 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this tariff.

**2.13.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at Customer request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless unauthorized use is due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, Customer employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.14 Notices and Communications**

- 2.14.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.14.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.14.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.14.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.15 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

**2.15.1 Arizona Universal Service Fund (AUSF)**

In addition to all other taxes and fees that are listed herein or passed through in the normal course of business (e.g. sales tax), the Company shall also add an amount to be collected to each bill for recovery of the Arizona Universal Service Fund (AUSF).

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Arizona Corporation Commission has created support mechanisms to assist in the provision of such service in high-cost areas. Pursuant to Arizona Administrative Code, R14-2, Article 12, the Rule directs that the surcharge will be levied on all telecommunications service purchased by end-users.

The Arizona Universal Service Fund (AUSF) surcharge will be the amount set forth in the Arizona Administrative Code, R14-2, Article 12. The percentage and amounts set forth will be subject to periodic adjustment by the Company.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.16 Miscellaneous Provisions**

**2.16.1 Telephone Number Changes**

Whenever any Customer telephone number is changed after a directory is published, the Company shall intercept all calls to the former number and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.16.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

**2.17 Expiration of Term Plan Options**

At the expiration of the initial term as specified in a Customer Specific Term Plan, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party in accordance with the agreement terms. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term plan shall survive such termination.

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**SECTION 3 - SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) Qwest Corporation
- 2) Verizon

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**SECTION 3 - SERVICE AREAS, (CONT'D.)**
**3.1 Exchange Service Areas, (Cont'd.)****3.1.1 Verizon Exchanges**

<u>Exchange</u>	<u>Zone</u>	<u>Exchange Area/Local Calling Area</u>
Bouse	4	Bouse; Parker
Ehrenberg	4	Ehrenberg; Blythe, CA; Palo Verde (Cibola); Palo Verde, CA
Palo Verde (Cibola)	4	Ehrenberg; Blythe, CA
Parker	4	Bouse; Earp, CA; Parker; Parker Dam; Parker Dam, CA; Poston
Parker Dam	4	Earp, CA; Parker; Parker Dam; Parker Dam, CA; Poston
Poston	4	Earp, CA; Parker; Parker Dam; Parker Dam, CA; Poston

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**SECTION 3 - SERVICE AREAS, (CONT'D.)**
**3.1 Exchange Service Areas, (Cont'd.)****3.1.2 Qwest Exchanges**

<u>Exchange</u>	<u>Zone</u>	<u>Exchange Area/Local Calling Area</u>
Ash Fork	3	Ash Fork, Cameron, Flagstaff, Munds Park, Williams
Benson	3	Benson, Tuscon
Bisbee	3	Bisbee, Douglas, Sierra Vista, Tombstone, Elfrida
Cameron	3	Cameron, Ash Fork, Flagstaff, Munds Park, Williams
Camp Verde	3	Camp Verde, Cottonwood, Sedona
Casa Grande	3	Casa Grande, Coolidge, Eloy, Florence, Maricopa
Chino Valley	3	Chino Valley, Humboldt, Prescott, Millsite
Coolidge	3	Coolidge, Casa Grande, Eloy, Florence, Maricopa
Coronado	3	Coronado, Green Valley, Marana, Robles, Tubac, Tucson, Vail
Cottonwood	3	Cottonwood, Camp Verde, Sedona
Douglas	3	Douglas, Bisbee, Sierra Vista, Tombstone, Elfrida
Eloy	3	Eloy, Casa Grande, Coolidge, Florence, Maricopa
Flagstaff	3	Flagstaff, Ash Fork, Cameron, Munds Park, Williams
Florence	3	Florence, Casa Grande, Coolidge, Eloy, Maricopa
Gila Bend	3	Buckeye, Gila Bend
Globe	3	Globe, Miami, San Carlos

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**SECTION 3 - SERVICE AREAS, (CONT'D.)**
**3.1 Exchange Service Areas, (Cont'd.)****3.1.2 Qwest Exchanges, (Cont'd.)**

<u>Exchange</u>	<u>Zone</u>	<u>Exchange Area/Local Calling Area</u>
Green Valley	3	Green Valley, Coronado, Marana, Robles, Tubac, Tucson, Vail
Grand Canyon	3	Grand Canyon, Flagstaff
Hayden	3	Hayden, Phoenix
Humboldt	3	Humboldt, Chino Valley, Prescott; Millsite
Joseph City	3	Joseph City, Winslow
Marana	3	Marana, Coronado, Green Valley, Robles, Tubac, Tucson, Vail
Maricopa	3	Maricopa, Casa Grande, Coolidge, Eloy, Florence
Miami	3	Miami, Globe, San Carlos
Munds Park	3	Munds Park, Ash Fork, Cameron, Flagstaff, Williams
Nogales	3	Nogales, Patagonia
Page	2	Page, Glen Canyon City
Patagonia	3	Patagonia, Nogales
Payson	3	Payson, Cape Verde

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**SECTION 3 - SERVICE AREAS, (CONT'D.)**
**3.1 Exchange Service Areas, (Cont'd.)****3.1.2 Qwest Exchanges, (Cont'd.)**

<u>Exchange</u>	<u>Zone</u>	<u>Exchange Area/Local Calling Area</u>
Phoenix	3	Beardsley, Bethany, Black Canyon, Buckeye, Cactus, Cave Creek, Chandler, Circle City, Coldwater, Deer Valley, Foothills, Fort McDowell, Gilbert, Glendale, Greenway, Higley, Laveen, Litchfield Park, Maryvale, McClintock, Mesa, Midrivers, New River, Pecos, Peoria, Phoenix, Pinnacle Peak, Queen Creek, Rio Verde, Scottsdale, Shea, Sunnyslope, Sunrise, Superstition, Tempe, Thunderbird, Tolleson, Whitetanks, Lake Pleasant, Granite Mountain, Saddleback, South Lake Pleasant
Pima	3	Pima, Safford
Prescott	3	Prescott, Chino Valley, Humboldt; Millsite
Robles	3	Robles, Coronado, Green Valley, Marana, Tubac, Tucson, Vail
Safford	3	Safford, Pima
San Manual	3	San Manual, Tucson
Sedona	3	Sedona, Camp Verde, Cottonwood
Sierra Vista	3	Sierra Vista, Bisbee, Douglas, Tombstone, Elfrida
Superior	3	Phoenix
Tombstone	3	Tombstone, Bisbee, Douglas, Sierra Vista, Elfrida

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**SECTION 3 - SERVICE AREAS, (CONT'D.)**
**3.1 Exchange Service Areas, (Cont'd.)****3.1.2 Qwest Exchanges, (Cont'd.)**

<u>Exchange</u>	<u>Zone</u>	<u>Exchange Area/Local Calling Area</u>
Tubac	3	Tubac, Coronado, Green Valley, Marana, Robles, Tucson, Vail
Tucson	3	Tucson, Coronado, Green Valley, Marana, Robles, Tubac, Vail
Vail	3	Vail, Coronado, Green Valley, Marana, Robles, Tubac, Tucson
Wellton	3	Wellton, Yuma
Whitlow	3	Whitlow
Willcox	3	Willcox, Benson, Safford
Wickenburg	3	Wickenburg, Yarnell, Aguila
Williams		Williams, Ask Fork, Cameron, Flagstaff, Munds Park
Winslow	3	Winslow, Joseph City
Yarnell	3	Yarnell, Wickenburg, Aguila
Yuma	3	Yuma, Wellton

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**SECTION 4 - SERVICE OFFERINGS**

**4.1 Calculation of Distance**

For mileage sensitive services, the distance between originating and terminating points of a private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or Access Point access point(s) associated with the facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in Telcorida's V&H Tape and NECA FCC Tariff No. 3. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the Access Point network.

For non-switched private line services, mileage measurements are based on the distance in airline miles between Access Point access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in section 4.1.1.

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**
**4.1 Calculation of Distance, (Cont'd.)****4.1.1 Calculation Method for Private Line Services**

The following steps describe the procedure for calculating mileage distances for private line services:

- Step 1:** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

**Formula:**

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)****4.2 QPoint**

QPoint service combines local and long distance telecommunications service into one telecommunications package. QPoint Basic provides unlimited calls in the local calling area and low rates on the IntraLATA and long distance calls. QPoint Complete provides local, IntraLATA and domestic long distance free. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

IntraLATA calls are billed in one (1) minute increments. Domestic long distance calls are billed in an initial eighteen (18) seconds and six (6) second increments thereafter. All service requires a minimum of one year term agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

**4.2.1 Terms and Conditions**

- A. QPoint service is available in Qwest serving areas.
- B. QPoint service requires that the main telephone line and all of the other voice telephone lines located at the business address for the main telephone line are assigned to Access Point, Inc. for local telephone service. All voice telephone lines at the business address must be billed at the QPoint rate plan.
- C. QPoint service can be configured as POTS service only.
- D. QPoint is to be used for voice service only. Customers using autodialers, telemarketing applications or switching equipment are not eligible to use this rate plan.
- E. Toll Free minutes of usage will be billed at the rates below based on the origin of the call for all QPoint rate plans.
- F. International calls are billed at individual rates for each country per the published API World Access rate plan.
- G. All calls originated on these lines must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.2 QPoint, (Cont'd.)**

**4.2.2 Rates MAXIMUM**

**A. Monthly Service Fee per Line: QPoint Basic**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$58.00	\$58.00	\$74.00
1 Year	\$52.00	\$52.00	\$68.00
2 Years	\$50.00	\$50.00	\$68.00
3 Years	\$48.00	\$48.00	\$66.00

**B. Monthly Service Fee per Line: QPoint Complete**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$92.00	\$92.00	\$110.00
1 Year	\$86.00	\$86.00	\$104.00
2 Years	\$84.00	\$84.00	\$102.00
3 Years	\$82.00	\$82.00	\$100.00

**C. Usage Rates per Minute**

	<u>Local</u>
Basic	Included
Complete	Included

**D. Features**

1. Features - \$1.00

<p><u>Toll Blocking:</u>                      700 Block                      900/976 Block                      Collect Call Blocking                      Directory Assistance Blocking                      International Call Blocking                      Operator Assisted Call Blocking</p>	<p><u>Denial of Use:</u>                      Block Caller ID                      Deny Call Return                      Deny Call Trace                      Deny Repeat Dial</p>
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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.2 QPoint, (Cont'd.)**

**4.2.2 Rates MAXIMUM, (Cont'd.)**

**D. Features, (Cont'd.)**

2. Star Features - \$2.00 per occurrence

*57 Call Trace	*69 Call Return
*66 Busy Redial	*60 Call Back (*80 deactivate)

These features are also available on a monthly subscription basis as a Standard Feature.

3. Standard Features - \$7.00 monthly fee per feature, per line

Anonymous Call Rejection	Call Block
Call Forwarding Variable	Call Forwarding Variable Multi-Path
Call Forwarding Busy Line	Call Forwarding Busy Line Multi-Path
Call Forwarding Don't Answer	Call Return
Call Waiting	Remote Activation of Call Forwarding
Repeat Dialing	Selective Call Acceptance
Selective Call Forwarding	Selective Call Rejection
Selective Call Ring	Speed Dialing - 8 Number
Speed Dialing - 30 Number	Three Way Calling

4. Deluxe Feature - \$9.00 monthly fee per additional feature, per line

Caller ID - Number only  
 Distinctive Ring - 1 Telephone Number  
 Distinctive Ring - 2 Telephone Numbers  
 Enhanced Caller ID - Caller ID with Name, Number and ACR  
 Hunting

5. Unlimited Feature Package - Choose any Feature

Monthly Fee per Line	\$20.00
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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)****4.3 QPoint PBX**

QPoint PBX service combines local and long distance telecommunications service into one telecommunications package. QPoint PBX Basic provides unlimited calls in the local calling area and low rates on IntraLATA and long distance calls. QPoint PBX Complete provides local, IntraLATA and domestic long distance free. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

IntraLATA calls are billed in one (1) minute increments. Domestic long distance calls are billed an initial eighteen (18) seconds and six (6) second increments thereafter. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

**4.3.1 Terms and Conditions**

- A. QPoint PBX service is available in Qwest serving areas.
- B. QPoint PBX service requires that the main telephone line and all of the other voice telephone lines located at the business address for the main telephone line are assigned to Access Point, Inc. for local telephone service. All voice telephone lines at the business address must be billed at the QPoint PBX rate plan.
- C. QPoint PBX service can be configured as Two Way PBX and DID service only.
- D. All calls originated on these lines must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.
- E. QPoint PBX is to be used for voice service only. Customers using autodialers, telemarketing applications or switching equipment are not eligible to use this rate plan.
- F. Toll Free minutes of usage will be billed at the rates below based on the origin of the call for all QPoint PBX rate plans.
- G. International calls are billed at individual rates for each country per the published API World Access rate plan.

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.3 QPoint PBX, (Cont'd.)**

**4.3.2 Rates MAXIMUM**

**A. Monthly Service Fee per Line: QPoint PBX Basic**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$60.00	\$60.00	\$78.00
1 Year	\$54.00	\$54.00	\$72.00
2 Years	\$52.00	\$52.00	\$70.00
3 Years	\$50.00	\$50.00	\$68.00

**B. Monthly Service Fee per Line: QPoint PBX Complete**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$94.00	\$94.00	\$114.00
1 Year	\$88.00	\$88.00	\$108.00
2 Years	\$86.00	\$86.00	\$106.00
3 Years	\$84.00	\$84.00	\$104.00

**C. Usage Rates per Minute**

	<u>Local</u>
Basic	Included
Complete	Included

**D. Features**

1. Features - \$1.00

<p><u>Toll Blocking:</u>                      700 Block                      900/976 Block                      Collect Call Blocking                      Directory Assistance Blocking                      International Call Blocking                      Operator Assisted Call Blocking</p>	<p><u>Denial of Use:</u>                      Block Caller ID                      Deny Call Return                      Deny Call Trace                      Deny Repeat Dial</p>
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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.3 QPoint PBX, (Cont'd.)**

**4.3.2 Rates MAXIMUM, (Cont'd.)**

**D. Features, (Cont'd.)**

2. Star Features - \$2.00 per occurrence

\*57 Call Trace

\*69 Call Return

\*66 Busy Redial

\*60 Call Back (\*80 deactivate)

These features are also available on a monthly subscription basis as a Standard Feature.

3. Standard Features - \$7.00 monthly fee per feature, per line

Anonymous Call Rejection

Call Block

Call Forwarding Variable

Call Forwarding Variable Multi-Path

Call Forwarding Busy Line

Call Forwarding Busy Line Multi-Path

Call Forwarding Don't Answer

Call Return

Call Waiting

Remote Activation of Call Forwarding

Repeat Dialing

Selective Call Acceptance

Selective Call Forwarding

Selective Call Rejection

Selective Call Ring

Speed Dialing - 8 Number

Speed Dialing - 30 Number

Three Way Calling

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.3 QPoint PBX, (Cont'd.)**

**4.3.2 Rates MAXIMUM, (Cont'd.)**

**D. Features, (Cont'd.)**

- 4. Deluxe Features - \$9.00 monthly fee per feature, per line
  - Caller ID - Number Only
  - Distinctive Ring - 1 Telephone Number
  - Distinctive Ring - 2 Telephone Numbers
  - Enhanced Caller ID - Caller ID with Name, Number and ACR
  - Hunting
  
- 5. DIDs
  - Monthly Fee per DID \$0.40
  
- 6. Unlimited Feature Package
  - Monthly Fee per Line \$20.00

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)****4.4 QPoint Centrex**

QPoint Centrex service combines local and long distance telecommunications service into one telecommunications package. QPoint Centrex Basic provides unlimited calls in local calling area and low rates on IntraLATA and long distance calls. QPoint Centrex Complete provides local, IntraLATA and domestic long distance calls free. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

IntraLATA calls are billed in one (1) minute increments. Domestic long distance calls are billed in initial eighteen (18) seconds and six (6) second increments thereafter. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

**4.4.1 Terms and Conditions**

- A.** QPoint Centrex service is available in Qwest serving areas.
- B.** QPoint Centrex service requires that the main telephone line and all of the other voice telephone lines located at the business address for the main telephone line are assigned to Access Point, Inc. for local telephone service. All voice telephone lines at the business address must be billed at the QPoint Centrex rate plan.
- C.** QPoint Centrex service can be configured at Centrex service only.
- D.** All calls originated on these lines must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.
- E.** QPoint Centrex is to be used for voice service only. Customers using autodialers, telemarketing applications or switching equipment are not eligible for this rate plan.
- F.** Toll Free minutes of usage will be billed at the rates below based on the origin of the call for all QPoint Centrex rate plans.
- G.** International calls are billed at individual rates for each country per the published API World Access rate plan.

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.4 QPoint Centrex, (Cont'd.)**

**4.4.2 Rates MAXIMUM**

**A. Monthly Service Fee per Line: QPoint Centrex Basic**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$60.00	\$60.00	\$78.00
1 Year	\$54.00	\$54.00	\$72.00
2 Years	\$52.00	\$52.00	\$70.00
3 Years	\$50.00	\$50.00	\$68.00

**B. Monthly Service Fee per Line: QPoint Centrex Complete**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$94.00	\$94.00	\$114.00
1 Year	\$88.00	\$88.00	\$108.00
2 Years	\$86.00	\$86.00	\$106.00
3 Years	\$84.00	\$84.00	\$104.00

**C. Usage Rates per Minute**

	<u>Local</u>
Basic	Included
Complete	Included

**D. Features**

1. Features - \$1.00

<u>Toll Blocking:</u> 700 Block 900/976 Block Collect Call Blocking Directory Assistance Blocking International Call Blocking Operator Assisted Call Blocking	<u>Denial of Use:</u> Block Caller ID Deny Call Return Deny Call Trace Deny Repeat Dial
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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)****4.5 SinglePoint**

SinglePoint service combines local and long distance telecommunications service with high speed internet access. SinglePoint provides unlimited calls in the local calling area and IntraLATA calls. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

Domestic long distance calls are billed an initial eighteen (18) seconds and six (6) second increments thereafter. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

**4.5.1 Terms and Conditions**

- A. SinglePoint service is provided by dedicated T-1 circuits and the Integrated T-1 monthly service fee includes 6 voice channels and your choice of 256K, 384K, 512K, 768K or 1024K Internet Access. A maximum of 14 additional voice channels may be ordered on the SinglePoint Integrated T-1.
- B. SinglePoint pricing Tiers are determined by customer location and bandwidth selected.
- C. SinglePoint service can be configured as POTS, Digital Trunks, or PRI configuration.
- D. All calls originating on these circuits must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.
- E. The 4,000 domestic long distance minutes included with the circuit must be used for calls on the circuit. They cannot be used by, shared with, or applied to, any other circuit, service or location. Additional minutes please see Access Point, Inc.'s Interstate Tariff.
- F. International calls are billed at individual rates for each country per the published API World Access rate plan.

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.5 SinglePoint, (Cont'd.)**

**4.5.2 Rates MAXIMUM**

**A. Monthly Service Fees**

<u>Pricing Tier</u>	<u>Month to Month</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>
Tier 1	\$784	\$712	\$678	\$640
Tier 2	\$856	\$778	\$740	\$700
Tier 3	\$930	\$846	\$804	\$760
Tier 4	\$1027	\$934	\$888	\$840
Tier 5	\$1100	\$1000	\$950	\$900
Tier 6	\$1175	\$1068	\$1016	\$960
Tier 7	\$1247	\$1134	\$1078	\$1020
Tier 8	\$1320	\$1200	\$1140	\$1080
Tier 9	\$1419	\$1290	\$1226	\$1160
Tier 10	\$1492	\$1356	\$1290	\$1220
Tier 11	\$1566	\$1424	\$1354	\$1280
Tier 12	\$1639	\$1490	\$1416	\$1340
Tier 13	\$1736	\$1578	\$1500	\$1420
Tier 14	\$1835	\$1668	\$1586	\$1500
Tier 15	\$1932	\$1756	\$1670	\$1580
Tier 16	\$2031	\$1846	\$1754	\$1660
Tier 17	\$2127	\$1934	\$1838	\$1740
Tier 18	\$2226	\$2024	\$1924	\$1820
Tier 19	\$2323	\$2112	\$2008	\$1900
Tier 20	\$2420	\$2200	\$2090	\$1980

**B. Additional Voice Channels**

<u>Monthly Service Fee per Voice Channel</u>			
<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	
\$60.00	\$56.00	\$52.00	

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.5 SinglePoint, (Cont'd.)**

**4.5.2 Rates MAXIMUM, (Cont'd.)**

**C. Installation Fee**

Installation Fee 1 Year	\$1500.00
Installation Fee 2 Years	\$1000.00
Installation Fee 3 Years	\$100.00

**D. Features**

1. Toll Free and DID charges

First 20 DIDs	Included
Additional DIDs	\$0.40 per number monthly

2. Features - \$1.00

Call Block	Caller ID
900/976 Block	Call Forwarding
Caller ID Blocking	Call Return
Call Trace	Call Transfer
Call Waiting	Hunting
Three Way Calling	Repeat Dialing
Speed Dialing	

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)****4.6 PrimaryAccess**

PrimaryAccess combines local and long distance telephone service. Customers can choose T-1 as ISDN-PRI or a local T-1. Regulatory charges and taxes are not included in the rates of this service.

Local calls are billed in one (1) minute increments. Domestic long distance calls are billed an initial eighteen (18) seconds and six (6) second increments thereafter. International calls are billed at individual rates for each country per the published API World Access rate plan. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

**4.5.1 Terms and Conditions**

- A.** PrimaryAccess service is provided only via dedicated T-1 circuits and can be configured as Digital Trunks or PRI Trunks.
- B.** Direct Trunk Overflow is not available in all serving areas.
- C.** Customers subscribing to Option 1 must ensure that the percentage of non-toll free incoming calls is less than 75% of the total number of calls. Access Point reserves the right to bill \$0.015 per minute of all calls in excess of 75%.
- D.** All calls originating on these circuits must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.
- E.** Local or IntraLATA minutes included with this service must be used for call on the circuit. They cannot be used by, shared with, or applied to, any other circuit, service or location.
- F.** Toll Free calls will be billed at the rates specified for interstate, IntraLATA and intrastate.

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.6 Primary Access, (Cont'd.)**

**4.6.2 Usage Packages MAXIMUM**

**A. Option 1 - Domestic and Toll Free Measured Usage Rates**

<u>Monthly</u>	<u>Local Usage</u>	<u>IntraLATA Usage</u>
\$100	\$0.030 per minute	\$0.060 per minute

**B. Option 2 - Domestic and Toll Free Bundled Usage Rates**

<u>Monthly</u>	<u>Local Usage</u>	<u>IntraLATA Usage</u>
\$200	15,000 Minute Included \$0.020 per add'l minute	5,000 Minutes Included \$0.060 per add'l minute

**C. Option 3 - Domestic and Toll Free Flat Usage Rates**

<u>Monthly</u>	<u>Local Usage</u>	<u>IntraLATA Usage</u>
\$450	\$0.020 per add'l minute	\$0.060 per add'l minute

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**
**4.6 Primary Access, (Cont'd.)****4.6.3 T-1 Monthly Service Fee MAXIMUM**

Customers may choose from one of the Tier and Term Plan options below. Tiers are equal to the number of circuits turned up on the T-1 facility for voice grade services.

<u>Pricing Tier</u>	<u>Month to Month</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>
Tier 1	\$821	\$746	\$700	\$650
Tier 2	\$906	\$824	\$774	\$720
Tier 3	\$990	\$900	\$846	\$790
Tier 4	\$1076	\$978	\$920	\$860
Tier 5	\$1162	\$1056	\$994	\$930
Tier 6	\$1248	\$1134	\$1068	\$1000
Tier 7	\$1333	\$1212	\$1142	\$1070
Tier 8	\$1419	\$1290	\$1216	\$1140
Tier 9	\$1505	\$1368	\$1290	\$1210
Tier 10	\$1591	\$1446	\$1364	\$1280
Tier 11	\$1676	\$1524	\$1438	\$1350
Tier 12	\$1760	\$1600	\$1510	\$1420
Tier 13	\$1846	\$1678	\$1586	\$1490
Tier 14	\$1932	\$1756	\$1660	\$1560
Tier 15	\$2017	\$1834	\$1734	\$1630
Tier 16	\$2103	\$1912	\$1808	\$1700
Tier 17	\$2189	\$1990	\$1882	\$1770
Tier 18	\$2275	\$2068	\$1956	\$1840
Tier 19	\$2361	\$2146	\$2030	\$1910
Tier 20	\$2446	\$2224	\$2104	\$1980
Tier 21	\$2530	\$2300	\$2176	\$2050
Tier 22	\$2616	\$2378	\$2250	\$2120
Tier 23	\$2702	\$2456	\$2324	\$2190
Tier 24	\$2788	\$2534	\$2398	\$2260

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.6 Primary Access, (Cont'd.)**

**4.6.3 T-1 Monthly Service Fee MAXIMUM, (Cont'd.)**

<u>Pricing Tier</u>	<u>Month to Month</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>
Tier 25	\$2873	\$2612	\$2472	\$2330
Tier 26	\$2959	\$2690	\$2546	\$2400
Tier 27	\$3045	\$2768	\$2620	\$2470
Tier 28	\$3131	\$2846	\$2694	\$2540
Tier 29	\$3216	\$2924	\$2768	\$2610
Tier 30	\$3300	\$3000	\$2840	\$2680
Tier 31	\$3386	\$3078	\$2916	\$2750
Tier 32	\$3472	\$3156	\$2990	\$2820
Tier 33	\$3557	\$3234	\$3064	\$2890
Tier 34	\$3643	\$3312	\$3138	\$2960
Tier 35	\$3729	\$3390	\$3212	\$3030

**4.6.4 Features MAXIMUM**

First 20 DIDs	\$0.20
Additional DIDs	\$0.40 per number per month
Caller ID Name and Number	\$50.00 per month
Direct Trunk Overflow	\$100.00 per path

**4.6.5 Installation Charges MAXIMUM**

Installation Fee 1 Year Term	\$1500.00
Installation Fee 2 Year Term	\$1000.00
Installation Fee 3 Year Term	\$100.00

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)****4.7 VPoint**

VPoint service combines local and long distance telecommunications service into one telecommunications package. VPoint Basic provides unlimited calls in the local calling area and low rates on IntraLATA and long distance calls. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

IntraLATA calls are billed in one (1) minute increments. Domestic long distance calls are billed an initial eighteen (18) seconds and six (6) second increments thereafter. International calls are billed at individual rates for each country per the published API World Access rate plan. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

**4.7.1 Terms and Conditions**

- A. VPoint service is available in Verizon serving areas.
- B. VPoint service require that the main telephone line and all of the other voice telephone lines located at the business address for the main telephone line are assigned to Access Point, Inc. for local telephone service. All voice telephone lines at the business address must be billed at the VPoint rate plan.
- C. VPoint service can be configured as POTS service only.
- D. All calls originated on these circuits must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carries for completion or billing.
- F. VPoint is to be used for voice service only. Customers using autodialers, telemarketing applications or switching are not eligible to use this rate plan.
- G. Toll Free minutes of usage will be billed at the rates below based on the origin of the call for all VPoint rate plans.

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.7 VPoint, (Cont'd.)**

**4.7.2 Rates MAXIMUM**

**A. Monthly Service Fee per Line: VPoint Basic Zone 4**

Month to Month	\$106.00
1 Year	\$100.00
2 Years	\$98.00
3 Years	\$96.00

**B. Usage Rates per Minute**

	<u>Local</u>
Basic	Included

**C. Features**

1. Features - \$1.00

<u>Toll Blocking:</u>	<u>Denial of Use:</u>
700 Block	Block Caller ID
900/976 Block	Deny Call Return
Collect Call Blocking	Deny Call Trace
Directory Assistance Blocking	Deny Repeat Dial
International Call Blocking	<u>Other:</u>
Operator Assisted Call Blocking	Hunting

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.7 VPoint, (Cont'd.)**

**4.7.2 Rates MAXIMUM, (Cont'd.)**

**C. Features, (Cont'd.)**

2. Star Features - \$2.00 per occurrence

\*57 Call Trace

\*69 Call Return

\*66 Busy Redial

\*60 Call Back (\*80 deactivate)

These features are also available on a monthly subscription basis as a Standard Feature.

3. Standard Features - \$8.00 monthly fee per feature, per line

Anonymous Call Rejection

Call Block

Call Forwarding Variable

Call Forwarding Variable Multi-Path

Call Forwarding Busy Line

Call Forwarding Busy Line Multi-Path

Call Forwarding Don't Answer

Call Return

Call Waiting

Remote Activation of Call Forwarding

Repeat Dialing

Selective Call Forwarding

Speed Dialing - 8 Number

Speed Dialing - 30 Number

Three Way Calling

4. Deluxe Features - \$9.00 monthly fee per feature, per line

Caller ID - Name and Number

Distinctive Ring - 1 Telephone Number

Distinctive Ring - 2 Telephone Numbers

Enhanced Caller ID

5. Unlimited Feature Package - Choose any Features

Monthly Fee per Line

\$30.00

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)****4.8 VPoint PBX**

VPoint PBX service combines local and long distance telecommunications service into one telecommunications package. VPoint PBX Basic provides unlimited calls in the local calling area and low rates on IntraLATA and long distance calls. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

IntraLATA calls are billed in one (1) minute increments. Domestic long distance calls are billed an initial eighteen (18) seconds and six (6) second increments thereafter. International calls are billed at individual rates for each country per the published API World Access rate plan. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

**4.8.1 Terms and Conditions**

- A. VPoint PBX service is available in Verizon serving areas.
- B. VPoint PBX service requires that the main telephone line and all of the other voice telephone lines located at the business address for the main telephone line are assigned to Access Point, Inc. for local telephone service. All voice telephone lines at the address must be billed at the VPoint PBX rate plan.
- C. VPoint PBX service can be configured as Two Way PBX and DID service only.
- D. All calls originated on these circuits must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carriers for completion or billing.
- E. VPoint PBX is to be used for voice service only. Customers using autodialers, telemarketing applications or switching equipment are not eligible to use this rate plan.
- F. Toll Free minutes of usage will be billed at the rates below based on the origin of the call for all VPoint PBX rate plans.

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.8 VOICEPoint PBX, (Cont'd.)**

**4.8.2 Rates MAXIMUM**

**A. Monthly Service Fee per Line: VPoint PBX Basic Zone 4**

Month to Month	\$106.00
1 Year	\$100.00
2 Years	\$98.00
3 Years	\$96.00

**B. Usage Rates per Minute**

	<u>Local</u>
Basic	Included

**C. Features**

1. Features - \$1.00

<u>Toll Blocking:</u>	<u>Denial of Use:</u>
700 Block	Block Caller ID
900/976 Block	Deny Call Return
Collect Call Blocking	Deny Call Trace
Directory Assistance Blocking	Deny Repeat Dial
International Call Blocking	<u>Other:</u>
Operator Assisted Call Blocking	Hunting

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.8 VOICEPoint PBX, (Cont'd.)**

**4.8.2 Rates MAXIMUM, (Cont'd.)**

**C. Features**

2. Star Features - \$2.00, per occurrence

*57 Call Trace	*69 Call Return
*66 Busy Redial	*60 Call Back (*80 deactivate)

These features are also available on a monthly subscription basis as a Standard Feature.

3. Standard Features - \$7.00 monthly fee per feature, per line

Anonymous Call Rejection	Call Block
Call Forwarding Variable	Call Forwarding Variable Multi-Path
Call Forwarding Busy Line	Call Forwarding Busy Line Multi-Path
Call Forwarding Don't Answer	Call Return
Call Waiting	Remote Activation of Call Forwarding
Repeat Dialing	Select Call Forwarding
Speed Dialing - 8 Number	Speed Dialing - 30 Number
Three Way Calling	

4. Deluxe Features - \$9.00 monthly fee per feature, per line

Caller ID - Name and Number  
 Distinctive Ring - 1 Telephone Number  
 Distinctive Ring - 2 Telephone Numbers  
 Enhanced Caller ID

5. DIDs

Monthly Fee per DID	\$0.40
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6. Unlimited Feature Package - Choose any Features

Monthly Fee per Line	\$30.00
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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)****4.9 VPoint Centrex**

VPoint Centrex service combines local and long distance telecommunications service into one telecommunications package. VPoint Centrex Basic provides unlimited calls in the local calling area and low rates on IntraLATA and long distance calls. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

IntraLATA calls are billed in one (1) minute increments. Domestic long distance calls are billed an initial eighteen (18) seconds and six (6) second increments thereafter. International calls are billed at individual rates for each country per the published API World Access rate plan. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

**4.9.1 Terms and Conditions**

- A.** VPoint Centrex service is available in Verizon serving areas.
- B.** VPoint Centrex service requires that the main telephone line and all of the other voice telephone lines located at the business address for the main telephone line are assigned to Access Point, Inc. for local telephone service. All voice telephone lines at the business address must be billed at the VPoint Centrex rate plan.
- C.** VPoint Centrex service can be configured as Centrex lines only.
- D.** All calls originated on these circuits must be completed and billed to the customer by Access Point, Inc. Calls cannot be sent to other carries for completion or billing.
- F.** VPoint Centrex is to be used for voice service only. Customers using autodialers, telemarketing applications or switching are not eligible to use this rate plan.
- G.** Toll Free minutes of usage will be billed at the rates below based on the origin of the call for all VPoint Centrex rate plans.

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.9 VPoint Centrex, (Cont'd.)**

**4.9.2 Rates MAXIMUM**

**A. Monthly Service Fee per Line: VPoint Centrex Basic Zone 4**

Month to Month	\$106.00
1 Year	\$100.00
2 Years	\$98.00
3 Years	\$96.00

**B. Usage Rates per Minute**

	<u>Local</u>
Basic	Included

**C. Features**

1. Features - \$1.00

<u>Toll Blocking:</u>	<u>Denial of Use:</u>
700 Block	Block Caller ID
900/976 Block	Deny Call Return
Collect Call Blocking	Deny Call Trace
Directory Assistance Blocking	Deny Repeat Dial
International Call Blocking	<u>Other:</u>
Operator Assisted Call Blocking	Hunting

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**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)**

**4.9 VPoint Centrex, (Cont'd.)**

**4.9.2 Rates MAXIMUM, (Cont'd.)**

**C. Features**

2. Star Features - \$2.00, per occurrence

\*57 Call Trace

\*69 Call Return

\*66 Busy Redial

\*60 Call Back (\*80 deactivate)

These features are also available on a monthly subscription basis as a Standard Feature.

3. Standard Features - \$7.00 monthly fee per feature, per line

Anonymous Call Rejection

Call Block

Call Forwarding Variable

Call Forwarding Variable Multi-Path

Call Forwarding Busy Line

Call Forwarding Busy Line Multi-Path

Call Forwarding Don't Answer

Call Return

Call Waiting

Remote Activation of Call Forwarding

Repeat Dialing

Select Call Forwarding

Speed Dialing - 8 Number

Speed Dialing - 30 Number

Three Way Calling

4. Deluxe Features - \$9.00 monthly fee per feature, per line

Caller ID - Name and Number

Distinctive Ring - 1 Telephone Number

Distinctive Ring - 2 Telephone Numbers

Enhanced Caller ID

5. Unlimited Feature Package - Choose any Features

Monthly Fee per Line

\$30.00

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**SECTION 5 – MISCELLANEOUS RATES**

**5.1 Directory Listing Service**

**5.1.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing consists of the name of the customer, the address where the service is located and the telephone number and is usually confined to one line in the directory.

Business Service Listings may be of members of the partnership, officers of the corporation, agents, employees, patrons of resellers or sharers, or of a business house with the customer represents or owns including a partnership or corporation under his control.

Residence Service Listings may be of members of the Customer's household.

Residence Dual Name Listings are comprised of a surname, two first names, address and telephone number. This listing may be provided for two persons who share the same surname and reside at the same address or for a person know by two first names.

**5.1.2 Listings**

**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line.

**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.1 Directory Listing Service, (Cont'd.)**

**5.1.2 Listings, (Cont'd.)**

**B. Additional Listings**

Additional listings may be the listings of individual names of those entitle to use the customer's service or , for business, Departments, Divisions, Trade names, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

**C. Alternate Listings**

Duplicate Listings - A Customer may be furnished a duplicate listing, including an alternate call number associated with the listing, which is considered necessary to facilitate the use of the directory by the public.

Foreign Exchange Service Listings - Foreign exchange service is listed in the alphabetical list of the exchange from which service is furnished. In connection with a contiguous exchange, a listing (without charge) of the service must be included in the primary directory of the exchange where the foreign exchange service is terminated. In connection with non-contiguous exchange service the listing is omitted unless its inclusion is requested by the Customer.

Foreign Listings - A Customer or an additionally listed party, in addition to a listing in his local directory, may be listed in an alphabetical list other than that in which the Customer is regularly listed.

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)****5.1 Directory Listing Service, (Cont'd.)****5.1.2 Listings, (Cont'd.)****D. Nonpublished Service**

At the request of the Customer, the numbers of initial central office lines may be omitted from the directory and from the Directory Assistance records of the Company, subject to the rates following. These numbers are designated as "non-Published Telephone Numbers" Unless the specific call number is given by the person calling, a connection will not be established with a telephone have a "Non-Published Telephone Number".

The Company shall not be liable to the Customer for losses or damages arising from such an arrangement. The Customer indemnifies and saves the Company harmless from any and all claims arising from such an arrangement.

**E. Nonlisted Service**

At the request of the Customer, the numbers of initial central office lines may be omitted from the directory only. These numbers are designated as "Non-Listed Telephone Numbers" and are included in the Directory Assistance records of the Company.

The Company shall not be liable to the Customer for losses or damages arising from such an arrangement. The Customer indemnifies and saves the Company harmless from any and all claims arising from such an arrangement.

**F. Toll-Free Directory Listing**

Where available, a listing which references the Toll-Free Number for a Business customer will be made available.

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.1 Directory Listing Service, (Cont'd.)**

**5.1.3 Rates**

**A. Monthly Charges**

	<u>Residential</u>	<u>Business</u>
	<u>MRC</u>	<u>MRC</u>
<u>Directory Listings</u>		
Additional Listing (Per Listing)	\$3.00	\$7.60
Non-Listed Number (Per Number)	\$3.70	\$3.70
Non-Published Number (Per Number)	\$4.70	\$4.70

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.2 Directory Assistance Services**

Directory Assistance Service is furnished upon Customer request for assistance in determining telephone numbers.

**5.2.1 Basic Directory Assistance**

The rates specified following apply when Customers request Company assistance in determining telephone numbers within Arizona.

A maximum of two (2) requested telephone numbers are allowed per call.

**A. Exemptions**

1. Charges for Directory Assistance are not applicable to calls from patients of hospital that have as their principal undertaking the medical and surgical care of the sick and disabled and which provide telephones in the majority of the patient rooms.
2. A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.2 Directory Assistance Services, (Cont'd.)**

**5.2.2 Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) is a service that provides Customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The requested number can be dialed automatically by the Operator Services System upon selection by the Customer of a mechanized prompt.

No alternative billing is provided by the Directory Assistance Operator, however, alternative billing of can be provided by dialing "0" and requesting such billing through the "A" Operator at the rates specified in Section 5.2 of this tariff.

Service is available only where the facilities and service used by the Customer can support all billing requirements.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 5.2.1.

DACC charges are not applicable to handicapped Customers exempt from Directory Assistance charges, as specified in Section 5.2.1.A.2 of this tariff.

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.2 Directory Assistance Services, (Cont'd.)**

**5.2.4 Rates**

**A. Basic Directory Assistance**

**MAXIMUM**

**Local Directory Assistance**

Direct dialed

Via operator

**Per query**

\$4.00

\$4.00

**B. Directory Assistance Call Completion**

**MAXIMUM**

Per completed call

\$2.00

**C. Intrastate InterLATA Directory Assistance**

**MAXIMUM**

Direct Dialed

\$6.00

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.3 Restoration of Service**

When a Customer's local exchange service has been suspended because of non-payment of charges, a non-recurring Service Restoral Charge will apply to each line restored. In the event that Local Exchange Service is terminated following suspension the Line Connection Charge is applicable in lieu of the Service Restoral Charge to reestablish service. Premises Work charges may also be applicable.

<b>MAXIMUM</b>	<b>Residence</b>	<b>Business</b>
Per occasion, per line	\$50.00	\$50.00

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

**MAXIMUM**  
Rate Per Call:

\$1.20

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)****5.5 Optional Calling Features**

The features in this section are made available to Residential and Business Customers. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed based on the service plan rates stated in this Tariff. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

**5.5.1 Basic Feature Descriptions****A. Three Way Calling/Call Hold**

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switch hook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)****5.5 Optional Calling Features, (Cont'd.)****5.5.1 Basic Feature Descriptions, (Cont'd.)****B. Call Forwarding**

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

**Call Forwarding - Busy** automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

**Call Forwarding - Don't Answer** automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

**Call Forwarding - Variable** allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

**C. Call Waiting/Cancel Call Waiting**

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.5 Optional Calling Features, (Cont'd.)**

**5.5.1 Basic Feature Descriptions, (Cont'd.)**

**D. Distinctive Ringing**

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

**E. Regular Multiline Hunting**

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

**F. Speed Calling**

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

**G. Caller ID**

The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Call ID records the name, number, date and time of each incoming call -including calls that aren't answered by the customer. Call ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)****5.5 Optional Calling Features, (Cont'd.)****5.5.1 Basic Feature Descriptions, (Cont'd.)****H. Automatic Redial**

The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Redialed:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

**I. Automatic Recall**

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

**J. Customer Originated Trace**

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)****5.5 Optional Calling Features, (Cont'd.)****5.5.2 Class Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

**A. Caller ID**

The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call -including calls that aren't answered by the customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

**B. Automatic Redial**

The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)****5.5 Optional Calling Features, (Cont'd.)****5.5.2 Class Features, (cont'd.)****B. Automatic Redial (cont'd.)**

The following types of calls cannot be Automatically Redialed:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

**C. Automatic Recall**

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

**D. Customer Originated Trace**

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

- E. Anonymous Call Rejection:** Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number. When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)****5.6 Local Operator Service**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

**Customer Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

**Operator Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

**Operator Station** - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

**Person-to-Person** - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.6 Local Operator Service, (Cont'd.)**

**5.6.1 Local Per Call Service Charges:**

<b>Calling Card</b>	<b>MAXIMUM</b>
Customer Dialed	\$7.00
Operator Handled	\$8.00
<b>Station-to-Station, Collect, Third Party Billed</b>	
Automated	\$7.00
Operator Handled	\$8.00
Person-to-Person	\$12.50

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.7 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

**5.7.1 Rates**

<b>MAXIMUM</b>	<b>Per request</b>
Busy Line Verification	\$5.00
Emergency Interrupt	\$10.00

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)****5.8 Carrier Presubscription****5.8.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for IntraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**5.8.2 Presubscription Options** - Customers may select the same carrier or separate carriers for IntraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for IntraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both IntraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for IntraLATA and interLATA toll calls. One carrier to be the Customer's primary IntraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for IntraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all IntraLATA toll calls to the carrier of choice for each call.

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.8 Carrier Presubscription, (Cont'd.)**

**5.8.2 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for IntraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.8.5 below.

**5.8.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If the Customer does not select a primary toll carrier, the Customer will be charged a fee, specified in 5.8.5 below, until the Customer selects a carrier. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.8 Carrier Presubscription, (Cont'd.)**

**5.8.5 Presubscription Charges**

**A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in IntraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Charges**

	<b>MAXIMUM</b>
Per business or residence line, trunk, or port (Nonrecurring)	\$30.00
Customers who do not choose a Long distance carrier	\$8.00

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.9 Term Liability/Termination Charges**

If a Customer terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.9.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section below.

**5.9.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

**5.10 Account Maintenance Fee**

All Business Customers will be charged a maximum monthly account maintenance fee on each monthly detailed invoice of \$8.00. If the customer has multiple invoices delivered to different service locations, a fee of \$4.00 will be charged for each detailed invoice. The fee for Residential Customers is \$2.00.

**5.10.1 Monthly Recurring Charges MAXIMUM**

Business Single Location	\$8.00
Business Multi Locations	\$4.00
Residential	\$2.00

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.11 Carrier Cost Recovery Fee**

Carrier Cost Recovery Fee will be assessed on Local Lines to Residential and Business Customers. This assessment will help recover increased network access costs due to regulatory changes.

**5.11.1 Monthly Fee**

	<b>MAXIMUM</b>
Business, per line	\$2.00
Residential, per line	\$2.00

**5.12 Credit Card Convenience Fee**

The Company will assess a Credit Card Convenience fee to recover certain costs associated with certain operational issues relating to the provisioning and billing of credit card services. This charge will apply when a Customer requests to pay their invoice via a credit card.

<b>Credit Card Convenience Fees:</b>	<b>Monthly MAXIMUM</b>
\$100 & below	\$4.00
\$101 - \$200	\$6.00
\$201 - \$300	\$12.00
\$301 - \$400	\$18.00
\$401 - \$500	\$24.00
\$501 - \$600	\$30.00
\$601 - \$700	\$36.00
\$701 - \$800	\$42.00
\$801 - \$900	\$48.00
\$901 - \$999	\$54.00
\$1000 & above	
Multiply charge amount by .03	
Example: \$1000 X .03 = \$30.00	

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.13 Temporary Service Suspension Fee**

Customers who are delinquent in their billing, and service is suspended for non-payment.

<b>MAXIMUM</b>	<b>Recurring Charge</b>	<b>Non Recurring Charge</b>
<b>Charge:</b>	<b>\$20.00</b>	<b>\$30.00</b>

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.14 Custom Billing Reports MAXIMUM**

**A. Custom Billing Services - Monthly**

Requests for special billing service that are not currently identified as option in the Access Point billing system will require an additional fee identified below.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Custom Billing Services	\$10.00	\$150.00

**B. Billing Report Changes**

Any modification of billing formats.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Billing Report Changes	\$1.00	\$50.00

**C. Bill Image CD Copy**

PDF Image of the bill placed on a CD.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Bill Image CD Copy	\$40.00	\$1.00

**D. Call Detail CD Copy**

Call detail in comma delimited format placed on a CD. There is a set up fee for this service.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Call Detail CD Copy	\$40.00	\$20.00

**E. Call Detail E-Mail File**

Call detail in comma delimited format e-mailed on a monthly basis.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Call Detail E-Mail File	\$10.00	\$40.00

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.15 POTS Service MAXIMUM**

**A. New Line Install**

Installation is to D-Marc only. A separate charge applies to jacks/wiring.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
New Line Install		
Initial Line	\$1.00	\$190.00
Additional Line	\$1.00	\$72.00

**B. Change Fee**

Changes to existing POTS service which includes class of service changes, feature changes, listing changes, disconnects, etc. This fee is per request and when changes are made to pending new service requests.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Change Fee	\$1.00	\$40.00

**C. Traffic Study**

Measures the amount of traffic a line receives, also known as a busy line study.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Traffic Study	\$1.00	\$100.00

**D. Busy Line Verification**

This charge applies when end users request customer service to verify if a line called is busy.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Busy Line Verification	\$1.00	\$15.00

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.15 POTS Service MAXIMUM, (Cont'd.)**

**E. Jacks and Wiring**

Applies to inside wiring beyond the d-marc in a building, whether a new or existing structure.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Jacks and Wiring		
Initial Jack	\$1.00	\$170.00
Additional Jack	\$1.00	\$130.00

**F. Premise Work Charge**

Does not apply to maintenance or repair visits.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Premise Work Charge		
First Hour	\$1.00	\$368.00
Each Additional 30 Min.	\$1.00	\$90.00

**G. Dual Service**

Applies when local phone service is being transferred to a new location and the customer requests that service be operating at both locations for a temporary period.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Dual Service	\$1.00	\$48.00

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.16 T-1 Service MAXIMUM**

**A. Customer Premise - Site Visit**

Installation of API supplied equipment at customer site, includes testing, activation, and tune-up when applicable.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Customer Premise Visit		
Initial 2 Hours	\$1.00	\$450.00
Additional hour	\$1.00	\$180.00

**B. T-1 Change Fee**

Changes to existing T-1 service which includes reconfiguration, adding new service to existing T-1, disconnects to the T-1. This fee is per request.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
<u>T-1 Change Fee</u>	<u>\$1.00</u>	<u>\$300.00</u>

**C. T-1 Feature Change**

Applies to adding, removing or modifying features. It does not include charges for additional service being ordered.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
T-1 Feature Change Fee	\$1.00	\$50.00

**D. Order Modification Fee (pre-FOC)**

Applies to customer requests to modify an order that is in process prior to an FOC being delivered.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Order Modification Fee (pre-FOC)	\$1.00	\$200.00

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.16 T-1 Service MAXIMUM, (Cont'd.)**

**E. Order Modification Fee (post-FOC)**

Applies to customer requests to modify an order that is in process after an FOC has been delivered.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Order Modification Fee (post FOC)	\$1.00	\$500.00

**F. Order Cancellation Fee (post-FOC)**

Applies to customer requests to cancel an order that is in process after an FOC has been delivered.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Order Cancellation Fee (post FOC)	\$1.00	\$1000.00

**G. After Hours Activation**

Applies when customer requests to activate or turn-up a T-1 outside of normal business hours of 8:00 am to 5:00 pm. This service charge applies per T-1 circuit and is available during 6:30 am to 8:00 am and 5:00 pm to 7:00 pm local time.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
After Hour Activation	\$1.00	\$500.00

**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.17 Common Charges MAXIMUM**

**A. Maintenance Work Charge**

Premise visit that requires maintenance or service.

	<u>Non-Recurring Charge</u>
Maintenance Work Charge	
First Hour	\$268.00
Additional hour	\$180.00

**B. Inside Wiring Voice/Data service - Option 1**

Installation of inside wiring for a voice/data solution requires CAT 5e PVC cable. This fee includes a visit charge and jack termination with cable up to 300 ft.

	<u>Non-Recurring Charge</u>
Inside Wiring Voice/Data Option 1	\$400.00

**C. Inside Wiring Voice/Data service - Option 2**

Installation of inside wiring for a voice/data solution requires CAT 5e Plenum cable. This fee includes a visit charge and jack termination with cable up to 300 ft.

	<u>Non-Recurring Charge</u>
Inside Wiring Voice/Data Option 2	\$490.00

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**SECTION 5 – MISCELLANEOUS RATES, (CONT'D.)**

**5.17 Common Charges MAXIMUM, (Cont'd.)**

**D. D-MARC Extension Voice/Data Service**

Up to 300 ft, d-marc extension using CAT 5e Plenum cable with jack termination, includes site visit.

	<u>Non-Recurring Charge</u>
D-Marc Extension Voice/Data	\$750.00

**E. Missed Appointment Fee**

When customer is not present to receive installation or other work related to a service order that results in a premise visit.

	<u>Non-Recurring Charge</u>
Missed Appointment Fee	\$300.00

**F. Customer Premise Site Survey (per location)**

Applies with a premise visit occurs in order to conduct a visual inspection of the facility, gather and record information necessary to complete design of customer solution.

	<u>Non-Recurring Charge</u>
Customer Premise Site Survey	\$450.00

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**SECTION 6 – CURRENT RATES**

**6.1 QPoint**

**6.1.1 Monthly Service Fee per Line: QPoint Basic**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$29.00	\$29.00	\$37.00
1 Year	\$26.00	\$26.00	\$34.00
2 Years	\$25.00	\$25.00	\$33.00
3 Years	\$24.00	\$24.00	\$32.00

**6.1.2 Monthly Service Fee per Line: QPoint Complete**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$46.00	\$46.00	\$55.00
1 Year	\$43.00	\$43.00	\$52.00
2 Years	\$42.00	\$42.00	\$51.00
3 Years	\$41.00	\$41.00	\$50.00

**6.1.3 Usage Rates per Minute**

	<u>Local</u>
Basic	Included
Complete	Included

**6.1.4 Features**

**A. Complimentary Features - No Charge**

<p><u>Toll Blocking:</u>                      700 Block                      900/976 Block                      Collect Call Blocking                      Directory Assistance Blocking                      International Call Blocking                      Operator Assisted Call Blocking</p>	<p><u>Denial of Use:</u>                      Block Caller ID                      Deny Call Return                      Deny Call Trace                      Deny Repeat Dial</p>
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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.2 QPoint PBX**

**6.2.1 Monthly Service Fee per Line: QPoint PBX Basic**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$30.00	\$30.00	\$39.00
1 Year	\$27.00	\$27.00	\$36.00
2 Years	\$26.00	\$26.00	\$35.00
3 Years	\$25.00	\$25.00	\$34.00

**6.2.2 Monthly Service Fee per Line: QPoint PBX Complete**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$47.00	\$47.00	\$57.00
1 Year	\$44.00	\$44.00	\$54.00
2 Years	\$43.00	\$43.00	\$53.00
3 Years	\$42.00	\$42.00	\$52.00

**6.2.3 Usage Rates per Minute**

	<u>Local</u>
Basic	Included
Complete	Included

**6.2.4 Features**

**A. Complimentary Features - No Charge**

Toll Blocking:

- 700 Block
- 900/976 Block
- Collect Call Blocking
- Directory Assistance Blocking
- International Call Blocking
- Operator Assisted Call Blocking

Denial of Use:

- Block Caller ID
- Deny Call Return
- Deny Call Trace
- Deny Repeat Dial

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.2 QPoint PBX, (Cont'd.)**

**6.2.4 Features, (Cont'd.)**

**B. Star Features - \$1.00 per occurrence**

*57 Call Trace	*69 Call Return
*66 Busy Redial	*60 Call Back (*80 deactivate)

These features are also available on a monthly subscription basis as a Standard Feature.

**C. Standard Features - \$3.50 monthly fee per feature, per line**

Anonymous Call Rejection	Call Block
Call Forwarding Variable	Call Forwarding Variable Multi-Path
Call Forwarding Busy Line	Call Forwarding Busy Line Multi-Path
Call Forwarding Don't Answer	Call Return
Call Waiting	Remote Activation of Call Forwarding
Repeat Dialing	Selective Call Acceptance
Selective Call Forwarding	Selective Call Rejection
Selective Call Ring	Speed Dialing - 8 Number
Speed Dialing - 30 Number	Three Way Calling

**D. Deluxe Features - \$4.50 monthly fee per feature, per line**

Caller ID - Number Only  
 Distinctive Ring - 1 Telephone Number  
 Distinctive Ring - 2 Telephone Numbers  
 Enhanced Caller ID - Caller ID with Name, Number and ACR  
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**E. DIDs**

Monthly Fee per DID	\$0.20
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**F. Unlimited Feature Package**

Monthly Fee per Line	\$10.00
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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.3 QPoint Centrex**

**6.3.1 Monthly Service Fee per Line: QPoint Centrex Basic**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$30.00	\$30.00	\$39.00
1 Year	\$27.00	\$27.00	\$36.00
2 Years	\$26.00	\$26.00	\$35.00
3 Years	\$25.00	\$25.00	\$34.00

**6.3.2 Monthly Service Fee per Line: QPoint Centrex Complete**

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$47.00	\$47.00	\$57.00
1 Year	\$44.00	\$44.00	\$54.00
2 Years	\$43.00	\$43.00	\$53.00
3 Years	\$42.00	\$42.00	\$52.00

**6.3.3 Usage Rates per Minute**

	<u>Local</u>
Basic	Included
Complete	Included

**6.3.4 Features**

**A. Complimentary Features - No Charge**

<u>Toll Blocking:</u>	<u>Denial of Use:</u>
700 Block	Block Caller ID
900/976 Block	Deny Call Return
Collect Call Blocking	Deny Call Trace
Directory Assistance Blocking	Deny Repeat Dial
International Call Blocking	
Operator Assisted Call Blocking	

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.3 QPoint Centrex, (Cont'd.)**

**6.3.4 Features, (Cont'd.)**

**B. Star Features - \$1.00 per occurrence**

*57 Call Trace	*69 Call Return
*66 Busy Redial	*60 Call Back (*80 deactivate)

These features are also available on a monthly subscription basis as a Standard Feature.

**C. Standard Features - \$3.50 monthly fee per feature, per line**

Anonymous Call Rejection	Call Block
Call Forwarding Variable	Call Forwarding Variable Multi-Path
Call Forwarding Busy Line	Call Forwarding Busy Line Multi-Path
Call Forwarding Don't Answer	Call Return
Call Waiting	Remote Activation of Call Forwarding
Repeat Dialing	Selective Call Acceptance
Selective Call Forwarding	Selective Call Rejection
Selective Call Ring	Speed Dialing - 8 Number
Speed Dialing - 30 Number	Three Way Calling

**D. Deluxe Features - \$4.50 monthly fee per feature, per line**

Caller ID - Number Only  
 Distinctive Ring - 1 Telephone Number  
 Distinctive Ring - 2 Telephone Numbers  
 Enhanced Caller ID - Caller ID with Name, Number and ACR  
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**E. Unlimited Feature Package - Choose any features**

Monthly Fee per Line	\$10.00
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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.4 SinglePoint**

**6.4.1 Monthly Service Fees**

<u>Pricing Tier</u>	<u>Month to Month</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>
Tier 1	\$392	\$356	\$339	\$320
Tier 2	\$428	\$389	\$370	\$350
Tier 3	\$465	\$423	\$402	\$380
Tier 4	\$514	\$467	\$444	\$420
Tier 5	\$550	\$500	\$475	\$450
Tier 6	\$587	\$534	\$508	\$480
Tier 7	\$624	\$567	\$539	\$510
Tier 8	\$660	\$600	\$570	\$540
Tier 9	\$710	\$645	\$613	\$580
Tier 10	\$746	\$678	\$645	\$610
Tier 11	\$783	\$712	\$677	\$640
Tier 12	\$820	\$745	\$708	\$670
Tier 13	\$868	\$789	\$750	\$710
Tier 14	\$917	\$834	\$793	\$750
Tier 15	\$966	\$878	\$835	\$790
Tier 16	\$1015	\$923	\$877	\$830
Tier 17	\$1064	\$967	\$919	\$870
Tier 18	\$1113	\$1012	\$962	\$910
Tier 19	\$1162	\$1056	\$1004	\$950
Tier 20	\$1210	\$1100	\$1045	\$990

**6.4.2 Additional Voice Channels**

<u>Monthly Service Fee per Voice Channel</u>			
<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	
\$29.95	\$27.95	\$25.95	

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.4 SinglePoint, (Cont'd.)**

**6.4.3 Installation Fee**

Installation Fee 1 Year	\$750.00
Installation Fee 2 Years	\$500.00
Installation Fee 3 Years	\$0.00

**6.4.4 Features**

**A. Toll Free and DID charges**

First 20 DIDs	Included
Additional DIDs	\$0.20 per number monthly

**B. Features - No Charge**

Call Block	Caller ID
900/976 Block	Call Forwarding
Caller ID Blocking	Call Return
Call Trace	Call Transfer
Call Waiting	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Speed Dialing	Three Way Calling

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.5 Primary Access**

**6.5.1 Usage Packages**

**A. Option 1 - Domestic and Toll Free Measured Usage Rates**

<u>Monthly</u> Included	<u>Local Usage</u> \$0.015 per minute	<u>IntraLATA Usage</u> \$0.029 per minute
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**B. Option 2 - Domestic and Toll Free Bundled Usage Rates**

<u>Monthly</u> \$100	<u>Local Usage</u> 15,000 Minute Included \$0.010 per add'l minute	<u>IntraLATA Usage</u> 5,000 Minutes Included \$0.029 per add'l minute
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**C. Option 3 - Domestic and Toll Free Flat Usage Rates**

<u>Monthly</u> \$225	<u>Local Usage</u> Included	<u>IntraLATA Usage</u> Included
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**SECTION 6 – CURRENT RATES, (CONT'D.)**
**6.5 Primary Access, (Cont'd.)****6.5.2 T-1 Monthly Service Fee**

<u>Pricing Tier</u>	<u>Month to Month</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>
Tier 1	\$410	\$373	\$350	\$325
Tier 2	\$453	\$412	\$387	\$360
Tier 3	\$495	\$450	\$423	\$395
Tier 4	\$538	\$489	\$460	\$430
Tier 5	\$581	\$528	\$497	\$465
Tier 6	\$624	\$567	\$534	\$500
Tier 7	\$667	\$606	\$571	\$535
Tier 8	\$710	\$645	\$608	\$570
Tier 9	\$752	\$684	\$645	\$605
Tier 10	\$795	\$723	\$682	\$640
Tier 11	\$838	\$762	\$719	\$675
Tier 12	\$880	\$800	\$755	\$710
Tier 13	\$923	\$839	\$793	\$745
Tier 14	\$966	\$878	\$830	\$780
Tier 15	\$1009	\$917	\$867	\$815
Tier 16	\$1052	\$956	\$904	\$850
Tier 17	\$1095	\$995	\$941	\$885
Tier 18	\$1137	\$1034	\$978	\$920
Tier 19	\$1180	\$1073	\$1015	\$955
Tier 20	\$1223	\$1112	\$1052	\$990
Tier 21	\$1265	\$1150	\$1088	\$1025
Tier 22	\$1308	\$1189	\$1125	\$1060
Tier 23	\$1351	\$1228	\$1162	\$1095
Tier 24	\$1394	\$1267	\$1199	\$1130

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.5 Primary Access, (Cont'd.)**

**6.5.2 T-1 Monthly Service Fee, (Cont'd.)**

<u>Pricing Tier</u>	<u>Month to Month</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>
Tier 25	\$1437	\$1306	\$1236	\$1165
Tier 26	\$1480	\$1345	\$1273	\$1200
Tier 27	\$1522	\$1384	\$1310	\$1235
Tier 28	\$1565	\$1423	\$1347	\$1270
Tier 29	\$1608	\$1462	\$1384	\$1305
Tier 30	\$1650	\$1500	\$1420	\$1340
Tier 31	\$1693	\$1539	\$1458	\$1375
Tier 32	\$1736	\$1578	\$1495	\$1410
Tier 33	\$1779	\$1617	\$1532	\$1445
Tier 34	\$1822	\$1656	\$1569	\$1480
Tier 35	\$1865	\$1695	\$1606	\$1515

**6.5.3 Features**

First 20 DIDs	Included
Additional DIDs	\$0.20 per number per month
Caller ID and Number	\$25.00 per month
Direct Trunk Overflow	\$50.00 per path

**6.5.4 Installation Charges**

Installation Fee 1 Year Term	\$750.00
Installation Fee 2 Year Term	\$500.00
Installation Fee 3 Year Term	\$0.00

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.6 VPoint**

**6.6.1 Monthly Service Fee per Line: VPoint Basic Zone 4**

Month to Month	\$53.00
1 Year	\$50.00
2 Years	\$49.00
3 Years	\$48.00

**6.6.2 Usage Rates per Minute**

	<u>Local</u>
Basic	Included

**6.6.3 Features**

**A. Complimentary Features - No Charge**

Toll Blocking:

- 700 Block
- 900/976 Block
- Collect Call Blocking
- Directory Assistance Blocking
- International Call Blocking
- Operator Assisted Call Blocking

Denial of Use:

- Block Caller ID
  - Deny Call Return
  - Deny Call Trace
  - Deny Repeat Dial
- Other:
- Hunting

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.6 VPoint, (Cont'd.)**

**6.6.3 Features, (Cont'd.)**

**B. Star Features - \$1.00 per occurrence**

*57 Call Trace	*69 Call Return
*66 Busy Redial	*60 Call Back (*80 deactivate)

These features are also available on a monthly subscription basis as a Standard Feature.

**C. Standard Features - \$3.50 monthly fee per feature, per line**

Anonymous Call Rejection	Call Block
Call Forwarding Variable	Call Forwarding Variable Multi-Path
Call Forwarding Busy Line	Call Forwarding Busy Line Multi-Path
Call Forwarding Don't Answer	Call Return
Call Waiting	Remote Activation of Call Forwarding
Repeat Dialing	Selective Call Forwarding
Speed Dialing - 8 Number	Speed Dialing - 30 Number
Three Way Calling	

**D. Deluxe Features - \$4.50 monthly fee per feature, per line**

Caller ID - Name and Number  
 Distinctive Ring - 1 Telephone Number  
 Distinctive Ring - 2 Telephone Numbers  
 Enhanced Caller ID

**E. Unlimited Feature Package - Choose any Features**

Monthly Fee per Line	\$15.00
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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.7 VPoint PBX**

**6.7.1 Monthly Service Fee per Line: VPoint PBX Basic Zone 4**

Month to Month	\$53.00
1 Year	\$50.00
2 Years	\$49.00
3 Years	\$48.00

**6.7.2 Usage Rates per Minute**

	<u>Local</u>
Basic	Included

**6.7.3 Features**

**A. Complimentary Features - No Charge**

<u>Toll Blocking:</u>	<u>Denial of Use:</u>
700 Block	Block Caller ID
900/976 Block	Deny Call Return
Collect Call Blocking	Deny Call Trace
Directory Assistance Blocking	Deny Repeat Dial
International Call Blocking	<u>Other:</u>
Operator Assisted Call Blocking	Hunting

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.7 VPoint PBX, (Cont'd.)**

**6.7.3 Features, (Cont'd.)**

**B. Star Features - \$1.00 per occurrence**

*57 Call Trace	*69 Call Return
*66 Busy Redial	*60 Call Back (*80 deactivate)

These features are also available on a monthly subscription basis as a Standard Feature.

**C. Standard Features - \$3.50 monthly fee per feature, per line**

Anonymous Call Rejection	Call Block
Call Forwarding Variable	Call Forwarding Variable Multi-Path
Call Forwarding Busy Line	Call Forwarding Busy Line Multi-Path
Call Forwarding Don't Answer	Call Return
Call Waiting	Remote Activation of Call Forwarding
Repeat Dialing	Selective Call Forwarding
Speed Dialing - 8 Number	Speed Dialing - 30 Number
Three Way Calling	

**D. Deluxe Features - \$4.50 monthly fee per feature, per line**

Caller ID - Name and Number  
 Distinctive Ring - 1 Telephone Number  
 Distinctive Ring - 2 Telephone Numbers  
 Enhanced Caller ID

**E. Unlimited Feature Package - Choose any Features**

Monthly Fee per Line	\$15.00
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**F. DID Service**

Monthly Fee per DID	\$0.20
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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.8 VPoint Centrex**

**6.8.1 Monthly Service Fee per Line: VPoint Centrex Basic Zone 4**

Month to Month	\$53.00
1 Year	\$50.00
2 Years	\$49.00
3 Years	\$48.00

**6.8.2 Usage Rates per Minute**

	<u>Local</u>
Basic	Included

**6.8.3 Features**

**A. Complimentary Features - No Charge**

Toll Blocking:

- 700 Block
- 900/976 Block
- Collect Call Blocking
- Directory Assistance Blocking
- International Call Blocking

Denial of Use:

- Block Caller ID
- Deny Call Return
- Deny Call Trace
- Deny Repeat Dial

Other:

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.9 Directory Listings**

	<u>Residential</u>	<u>Business</u>
<u>Directory Listings</u>	<u>MRC</u>	<u>MRC</u>
Additional Listing (Per Listing)	\$1.50	\$3.80
Non-Listed Number (Per Number)	\$1.85	\$1.85
Non-Published Number (Per Number)	\$2.35	\$2.35

**6.10 Directory Assistance**

**6.10.1 Basic Directory Assistance**

<b>Local Directory Assistance</b>	<b>Per query</b>
Direct dialed	\$1.15
Via operator	\$1.15

**6.10.2 Directory Assistance Call Completion**

Per completed call	\$0.50
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**6.10.3 Intrastate InterLATA Directory Assistance**

Direct Dialed	\$2.49
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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.11 Restoration of Service**

	<b>Residence</b>	<b>Business</b>
Per occasion, per line	\$25.00	\$25.00

**6.12 Public Telephone Surcharge**

Rate Per Call:	\$0.65
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**6.13 Local Operator Service**

**Calling Card**

Customer Dialed	\$3.50
Operator Handled	\$3.95

**Station-to-Station, Collect, Third Party Billed**

Automated	\$3.50
Operator Handled	\$3.95
Person-to-Person	\$6.50

**6.14 Busy Line Verification and Emergency Interrupt Service**

	<b>Per request</b>
Busy Line Verification	\$2.50
Emergency Interrupt	\$5.00

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.15 Carrier Presubscription**

Per business or residence line, trunk, or port (Nonrecurring)	\$15.00
Customers who do not choose a Long distance carrier	\$3.95

**6.16 Account Maintenance Fee**

Business Single Location	\$3.95
Business Multi Locations	\$1.95
Residential	\$0.95

**6.17 Carrier Cost Recovery Fee**

Business, per line	\$1.00
Residential, per line	\$1.00

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.18 Credit Card Convenience Fee**

<b>Credit Card Convenience Fees:</b>	<b>Monthly</b>
\$100 & below	\$1.95
\$101 - \$200	\$3.00
\$201 - \$300	\$6.00
\$301 - \$400	\$9.00
\$401 - \$500	\$12.00
\$501 - \$600	\$15.00
\$601 - \$700	\$18.00
\$701 - \$800	\$21.00
\$801 - \$900	\$24.00
\$901 - \$999	\$27.00
\$1000 & above	Multiply charge amount by .03
Example: \$1000 X .03 = \$30.00	

**6.19 Temporary Service Suspension Fee**

Customers who are delinquent in the billing, and service is suspended for non-payment.

Charge:	Recurring Charge \$10.00	Non Recurring Charge \$15.00
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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.20 Custom Billing Reports**

**6.20.1 Custom Billing Services - Monthly**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Custom Billing Services	\$10.00	\$75.00

**6.20.2 Billing Report Changes**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Billing Report Changes	\$0.00	\$25.00

**6.20.3 Bill Image CD Copy**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Bill Image CD Copy	\$20.00	\$0.00

**6.20.4 Call Detail CD Copy**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Call Detail CD Copy	\$20.00	\$10.00

**6.20.5 Call Detail E-Mail File**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Call Detail E-Mail File	\$5.00	\$20.00

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.21 POTS Service**

**6.21.1 New Line Install**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
New Line Install		
Initial Line	\$0.00	\$95.00
Additional Line	\$0.00	\$36.00

**6.21.2 Change Fee**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Change Fee	\$0.00	\$20.00

**6.21.3 Traffic Study**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Traffic Study	\$0.00	\$50.00

**6.21.4 Busy Line Verification**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Busy Line Verification	\$0.00	\$7.50

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.21 POTS Service, (Cont'd.)**

**6.21.5 Jacks and Wiring**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Jacks and Wiring		
Initial Jack	\$0.00	\$85.00
Additional Jack	\$0.00	\$65.00

**6.21.6 Premise Work Charge**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Premise Work Charge		
First Hour	\$0.00	\$184.00
Each Additional 30 Min.	\$0.00	\$45.00

**6.21.7 Dual Service**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Dual Service	\$0.00	\$24.00

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.22 T-1 Service**

**6.22.1 Customer Premise - Site Visit**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Customer Premise Visit		
Initial 2 Hours	\$0.00	\$225.00
Additional hour	\$0.00	\$90.00

**6.22.2 T-1 Change Fee**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
T-1 Change Fee	<u>\$0.00</u>	<u>\$150.00</u>

**6.22.3 T-1 Feature Change**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
T-1 Feature Change Fee	\$0.00	\$25.00

**6.22.4 Order Modification Fee (pre-FOC)**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Order Modification Fee (pre-FOC)	\$0.00	\$100.00

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**SECTION 6 – CURRENT RATES, (CONT'D.)**

**6.22 T-1 Service, (Cont'd.)**

**6.22.5 Order Modification Fee (post-FOC)**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Order Modification Fee (post FOC)	\$0.00	\$250.00

**6.22.6 Order Cancellation Fee (post-FOC)**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Order Cancellation Fee (post FOC)	\$0.00	\$495.00

**6.22.7 After Hours Activation**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
After Hour Activation	\$0.00	\$250.00

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**SECTION 6 – CURRENT RATES, (CONT'D.)**
**6.23 Common Charges****6.23.1 Maintenance Work Charge**

Maintenance Work Charge	<u>Non-Recurring Charge</u>
First Hour	\$184.00
Additional hour	\$90.00

**6.23.2 Inside Wiring Voice/Data service - Option 1**

Inside Wiring Voice Data Option 1	<u>Non-Recurring Charge</u>
	\$200.00

**6.23.3 Inside Wiring Voice/Data service - Option 2**

Inside Wiring Voice Data Option 2	<u>Non-Recurring Charge</u>
	\$245.00

**6.23.4 D-MARC Extension Voice/Data Service**

D-Marc Extension Voice/Data	<u>Non-Recurring Charge</u>
	\$375.00

**6.23.5 Missed Appointment Fee**

Missed Appointment Fee	<u>Non-Recurring Charge</u>
	\$150.00

**6.23.6 Customer Premise Site Survey (per location)**

Customer Premise Site Survey	<u>Non-Recurring Charge</u>
	\$225.00

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