

NEW APPLICATION
CROCKER & CROCKER
ATTORNEYS AT LAW



ORIGINAL

PATRICK D. CROCKER
patrick@crockerlawfirm.com

March 14, 2012

Brian McNeil, Executive Secretary
Telecommunications Division
Arizona Corporation Commission
1200 West Washington
Phoenix, AZ 85007

RE: Access One, Inc.

T-03699A-12-0097

Dear Mr. McNeil:

Enclosed for filing with the Commission, please find an original and thirteen (13) copies of the above captioned corporation's APPLICATION AND PETITION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY TO PROVIDE RESOLD AND FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES within the State of Arizona.

In addition, enclosed is a duplicate copy of this letter. Please date-stamp the duplicate and return it to me in the enclosed postage-paid envelope.

Should you have any questions concerning this filing, please contact the undersigned.

Very truly yours,

Patrick D. Crocker

PDC/tld

Arizona Corporation Commission
DOCKETED
MAR 16 2012

DOCKETED BY

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2012 MAR 16 P 4: 22
AZ CORP COMMISSION
DOCKET CONTROL

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunication Services**

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

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

Please indicate if you have current applications pending in Arizona as an Interexchange reseller, AOS provider, or as the provider of other telecommunication services.

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. Company and Telecommunications Service Information

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s):

- Resold Long Distance Telecommunications Services (Answer Sections A, B, C).
- Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, D, E).
- Alternative Service Provider Telecommunications Services (Answer Sections A, B).
- Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), email address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Access One, Inc.
820 W Jackson Blvd, 6th Floor
Chicago, IL 60607
Telephone: (312) 441-1000
Facsimile: (312) 441-1010
Toll Free Number: (800) 804-8333
Website: www.accessoneinc.com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

Not applicable

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and email address of the Applicant's management contact:

Alberta Lee, Controller
Access One, Inc.
820 W Jackson Blvd, 6th Floor
Chicago, IL 60607
Telephone: (312) 441-1000
Facsimile: (312) 441-1010
Email: Alee@accessoneinc.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and email address of the Applicant's Attorney and/or Consultant:

Patrick D. Crocker
CROCKER & CROCKER
107 W Michigan Avenue, 4th Floor
Kalamazoo, MI 49007
Telephone: (269) 381-8893
Facsimile: (269) 381-4855
Email: patrick@crockerlawfirm.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and email address of the Applicant's complaint contact person:

Julie Wichlin, VP of Customer Operations
Access One, Inc.
820 W Jackson Blvd, 6th Floor
Chicago, IL 60607
Telephone: (312) 441-1000
Facsimile: (312) 441-1010
Toll Free: (800) 804-8333
Email: jwichlin@accessoneinc.com

(A-7) What type of legal entity is the applicant? Mark the appropriate box(s) and category.

- Sole proprietorship
- Partnership: limited general Arizona Foreign
- Limited liability company Arizona Foreign
- Corporation: "S" "C" non-profit
- Other, specify: _____

(A-8) Please include "Attachment A."

Attachment A must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

(A-9) Include your Tariff as "Attachment B."

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
Tariff Page(s) No.:

Tariff #2 Section 8-pages 1-4;
Section 9-pages 1-7;
Section 10-pages 1-6;
Section 12-pages 1-2;
Section 13-Current Price List-pages 1-4

Tariff #3 Section 3-page 34
Section 5-page 40
Section 8-Current Price List- page 43 **rates to be determined

2. Tariff Maximum Rate and prices to be charged (reference by Tariff page number).
Tariff Page(s) No.:

Tariff #2 Section 8-pages 1-4;
Section 9-pages 1-7;
Section 10-pages 1-6;
Section 12-pages 1-2;
Section 13-Current Price List-pages 1-4

Tariff #3 Section 3-page 34
Section 5-page 40
Section 8-Current Price List- page 43 **rates to be determined

3. Terms and Conditions Applicable to provision of service (reference by Tariff page number).
Tariff Page(s) No.:

Tariff #2 Section 2-pages 1-25

Tariff #3 Section 2- pages 10-32

4. Deposits, Advances, and/or Prepayments Applicable to provision of service (reference by Tariff page number).
Tariff Page(s) No.:

Tariff #2 Section 2 -pages 15-16 "2.5.4" "2.5.5"

Tariff #3 page 26 "2.5.2"

5. The proposed fee that will be charged for returned checks (reference by Tariff page number).
Tariff Page(s) No.:

Tariff #2 Section 2-pg 14 "2.5.2.F."
Section 13-pg 4

(A-10) Indicate the geographic market to be served:

- Statewide (Applicant adopts statewide map of Arizona provided with this application).
 Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any State or Federal Regulatory Commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

Neither Applicant nor any of its officers, directors, partners, or managers is currently involved in any formal or informal complaint proceedings pending before any State or Federal Regulatory Commission, administrative agency, or law enforcement agency.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or is currently involved in any civil or criminal investigations, or had judgment entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

Neither the Applicant nor any of its officers, directors, partners, or managers has been or is currently involved in any civil or criminal investigations, or had judgment entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes No

If "No," continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes No

If "No," continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes No

If "No," continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes No

If any box in (A-14) is marked "No", continue to (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

Applicant will not require deposits or advance payments by Customers for Services. See Tariff No. 2, Section 2, Pages 15 and 16.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the services will be provided.

Applicant will publish legal notice prior to authorization

Note: For Resellers. The Applicant must complete and submit an Affidavit of Public Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in the State of Arizona:

Yes No

If "Yes," provide the name of the company or companies whose telecommunications services the Applicant resells:

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona:

Attached as Attachment C.

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona.

Attached as Attachment C.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

Applicant currently has no affiliates providing service in Arizona.

(A-21) Check here is you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- Decision #64178 Resold Long Distance
- Decision #64178 Resold LEC
- Decision #64178 Facilities-Based Long Distance
- Decision #64178 Facilities-Based LEC

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Not applicable.

(B-4) The Applicant must provide the following information:

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per minute.

Applicant's expected revenue for the next 12 months is approximately \$20,000.00.

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

Applicant's expected operating expenses during the first 12 months are approximately \$10,000.00.

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

The net book value of all Arizona jurisdictional assets is zero.

4. If the projected value of all assets is zero, please specifically state this in your response.

The projected value of all assets is zero.

5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

The projected fair value is zero.

C. RESOLD LONG DISTANCE AND/OR LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation.

Yes No

If "Yes," please reference the resale agreement by Commission Docket Number of Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in the State of Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services for the State of Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in the State of Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services for the State of Arizona:

Applicant will not construct or deploy any telecommunications facilities in the near future. However, Applicant is requesting authority to include such plans in case future market conditions warrant. In that case, Applicant may install simple soft-switch technologies either physically or virtually co-located with ILEC central offices. Applicant would not construct and deploy conduits, ducts, poles, wires, traditional end-office switches, or other facilities.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59241:

Yes No

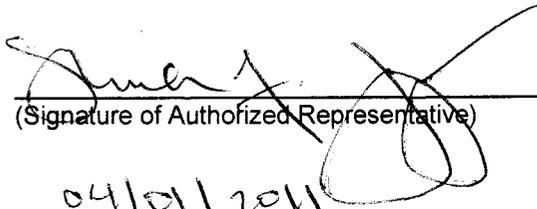
(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

Yes No

(E-3) Indicate that the Applicant's switch is "full equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

Yes No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona State Law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



(Signature of Authorized Representative)

04/01/2011

(Date)

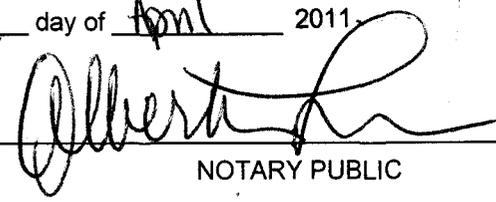
Mark A Jozwiak

(Print Name of Authorized Representative)

President

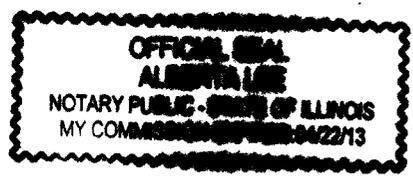
(Title)

SUBSCRIBED AND SWORN to before me this 1 day of April 2011.



NOTARY PUBLIC

My Commission Expires 4/22/13



ATTACHMENT A

(1) Certificate of Good Standing

(2) The Name, Address, and Telephone Number of Each Owner, Officer and/or Director:

Mark A Jozwiak 820 W Jackson Blvd 6 th Floor Chicago, IL 60607	President/Secretary/Director
--	------------------------------

Brian K Barkley (same as above)	CEO/Treasurer/Director
------------------------------------	------------------------

Larry Levy (same as above)	Senior Vice-President and Chief Operating Officer
-------------------------------	--

Daniel Montgomery (same as above)	Vice President of Engineering
--------------------------------------	-------------------------------

Julie Wichlin (same as above)	Vice President of Customer Operations
----------------------------------	---------------------------------------

Tom Turner (same as above)	Vice President of Sales
-------------------------------	-------------------------

(3) Percentage of Ownership of Each Shareholder Listed in (2):

Mark A Jozwiak, President	50%
Brian K Barkley, CEO	50%

ATTACHMENT B

Proposed Tariffs

Tariff No. 2 – Local Exchange Services Tariff

Tariff No. 3 – Competitive Access Services Tariff

ARIZONA
LOCAL TELECOMMUNICATIONS SERVICES TARIFF
OF
ACCESS ONE, INC.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Access One, Inc. with principal offices at 820 W Jackson Blvd, 6th Floor, Chicago, IL 60607 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.

Issued:

Effective

Issued by: Mark A Jozwiak, President
Access One, Inc.
820 W Jackson Blvd, 6th Floor
Chicago, IL 60607

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Special Arrangements.....	Section 6	1
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Connection Charges	Section 8	1
Network Switched Services.....	Section 9	1
Additional Services	Section 10	1
Special Construction.....	Section 11	1
Local Services	Section 12	1
Current Price List	Section 13	1

Issued:

Effective:

Issued by: Mark A Jozwiak, President
 Access One, Inc.
 820 W Jackson Blvd, 6th Floor
 Chicago, IL 60607

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original	2	20	Original
Preface	1	Original	2	21	Original
Preface	2	Original	2	22	Original
Preface	3	Original	2	23	Original
Preface	4	Original	2	24	Original
Preface	5	Original	3	1	Original
Preface	6	Original	4	1	Original
1	1	Original	5	1	Original
1	2	Original	6	1	Original
1	3	Original	7	1	Original
1	4	Original	8	1	Original
1	5	Original	8	2	Original
1	6	Original	8	3	Original
1	7	Original	8	4	Original
1	8	Original			Original
2	1	Original			
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2	14	Original			
2	15	Original			
2	16	Original			
2	17	Original			
2	18	Original			
2	19	Original			

* - indicates those pages included with this filing

 Issued:

Effective:

Issued by: Mark A Jozwiak, President
 Access One, Inc.
 820 W Jackson Blvd, 6th Floor
 Chicago, IL 60607

CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
9	1	Original			
9	2	Original			
9	3	Original			
9	4	Original			
9	5	Original			
9	6	Original			
9	7	Original			
10	1	Original			
10	2	Original			
10	3	Original			
10	4	Original			
10	5	Original			
10	6	Original			
11	1	Original			
11	2	Original			
11	3	Original			
12	1	Original			
12	2	Original			
13	1	Original			
13	2	Original			
13	3	Original			
13	4	Original			

* - indicates those pages included with this filing

Issued:

Effective:

Issued by: Mark A Jozwiak, President
Access One, Inc.
820 W Jackson Blvd, 6th Floor
Chicago, IL 60607

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.

Issued:

Effective

Issued by: Mark A Jozwiak, President
Access One, Inc.
820 W Jackson Blvd, 6th Floor
Chicago, IL 60607

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 One, Inc., hereinafter referred to as the Company, to Customers within the state of Arizona. The Company's 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 One, Inc.. at 820 W Jackson Blvd, 6th Floor, Chicago, IL 60607.

Issued:

Effective

Issued by: Mark A Jozwiak, President
Access One, Inc.
820 W Jackson Blvd, 6th Floor
Chicago, IL 60607

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 4th Revised Page 14 cancels the 3rd 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 nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on 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.

Issued:

Effective

Issued by: Mark A Jozwiak, President
Access One, Inc.
820 W Jackson Blvd, 6th Floor
Chicago, IL 60607

SECTION 1 – DEFINITIONS

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

ANALOG - Analog technology refers to electronic transmission accomplished by adding signals of varying frequency or amplitude to carrier waves of a given frequency of alternating electromagnetic current. Broadcast and phone transmission have conventionally used analog technology.

APARTMENTS - A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

ASCII - American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

ASYNCHRONOUS - Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

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

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

BILLING PERIOD - A telephone service consumption period that typically lasts one month.

BIT - The smallest unit of information in the binary system of notation.

BUILDING - A structure enclosed within exterior walls or firewalls, built, erected and framed of component structural parts and designed for permanent occupancy.

BUSINESS SERVICE - A switched network service that provides for dial station communications that is described as a business or commercial rate.

CALL INITIATION - The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

Issued:

Effective

Issued by: Mark A Jozwiak, President
Access One, Inc.
820 W Jackson Blvd, 6th Floor
Chicago, IL 60607

SECTION 1 – DEFINITIONS

CALL TERMINATION - The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CHANNEL CONVERSION - The termination of 1.544 Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

CHANNEL SERVICE UNIT ("CSU") - The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

Commission – Arizona Corporation Commission.

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

COMMUNICATIONS SERVICES - The intrastate end user communication services offered in this tariff by the Company.

COMMUNICATIONS SYSTEMS - Channels and other facilities which are capable of two-way communications between subscriber -provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

Company - Whenever used in this tariff, "Company" refers to Access One, Inc., unless otherwise specified or clearly indicated by the context.

COMPANY FACILITIES - Equipment, cabling, and/ or connections owned, leased or otherwise used by the Company or by the Company's agents to provide service to the Customer pursuant to this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - Telecommunications gear and associated arrangements that the Customer purchases or leases from its suppliers, connects to Company Facilities as defined above and maintains.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

DEMARCATIION POINT - The physical dividing point between the Company Facilities and the Customer's Premises Equipment and/ or cabling.

Issued:

Effective

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Chicago, IL 60607

SECTION 1 – DEFINITIONS

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

DIGITAL - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/ switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DISCONTINUANCE OF SERVICE - The temporary cessation of telephone service caused by the Company and not voluntarily requested by a 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 NPANXX code in the Local Exchange Routing Guide ("LERG"), issued by BellCore.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

ERROR - A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE - A unit established by a utility for communication service in a specific geographic area, which unit usually embraces a city, town or community and its environs. It usually consists of one or more central offices together with the associated plant used in furnishing communication service to the general public within that area.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

GROUND START - Describes the signaling method between the PBX/ key system interface and the Company's switch. It is the signal requesting service.

INCOMING SERVICE GROUP - Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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Interexchange Carrier (“IXC”) - A long distance telecommunications services provider.

INTEROFFICE MILEAGE - The segment of a line which extends between the central offices serving the originating and terminating points.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

KILOBIT - One thousand bits.

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, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

LEASED CHANNEL - A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

LOCAL EXCHANGE AREA - The specific area served by, or purported to be served by an exchange.

LOCAL EXCHANGE CARRIER - A company authorized to provide local exchange communications service.

LOOP START - Describes the signaling between the terminal equipment or PBX/ key system interface and the Company's switch. It is the signal requesting service.

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SECTION 1 – DEFINITIONS

MATR - Minimum Average Time Requirement.

MEASURED RATE SERVICE - A type of exchange service provided with additional charges for local calling based on usage on the local network. Charges for local usage are calculated on time of day, calendar day, distance of call and duration of call.

MEGABIT - One million bits.

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

MOU - Minutes of Use.

MULTI-FREQUENCY (“MF”) - An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

N/A - Represents "Not Applicable."

N/C - Represents "No Charge."

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

NODE

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

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

PBX - A private branch exchange.

PIN - Personal Identification Number. See Authorization Code.

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SECTION 1 – DEFINITIONS

Point of Presence (“POP”) - Point of Presence

Premises - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

RECURRING RATES AND CHARGES - The rates and charges that, unless otherwise stated herein, apply each month for services that the Company provides to the Customer. Such rates and charges shall continue to apply for each month that the Customer continues to obtain service(s) from the Company.

REMOVAL OF ACCOUNT - A permanent cessation of telephone service caused by the Company and not voluntarily requested by a Customer.

RESALE OF SERVICE - The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without 'adding value') for profit.

SAME PREMISES - All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

Service - Any means of service offered herein or any combination thereof.

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

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company telecommunications services offered on the Company network.

SERVING CENTRAL OFFICE - The central office from which local service is furnished.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

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Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company outbound service such that "1 + 10-digit number" calls are automatically routed to the Company or an IXC network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

SHARING - An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

Station - The network control signaling unit and any other equipment provided at the Customer premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

SUSPENSION - Suspension of service for nonpayment is interruption of incoming and outgoing service. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

SYNCHRONOUS - Transmission in which there is a constant time interval between bits, characters or events.

T-1 SYSTEM - A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/ data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

TELEPHONE CALL - A voice connection between two or more telephone stations through the public switched exchange system.

TELEPHONE GRADE LINES - Lines furnished for voice transmission or for certain signaling purposes.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

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TIE LINE - A dedicated line connecting two switchboards or dial systems.

TONE DIAL SIGNALING (“TD”) - An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

TWO WAY - A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

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

User (or End User) - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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Chicago, IL 60607

SECTION 2 - 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 the Company's 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.

2.1.3 Terms and Conditions

A. Service is provided on the basis of a minimum period of 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.

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SECTION 2 - REGULATIONS**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (Cont'd.)**

- 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.
- 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.

2.1.4 Liability of the Company

- 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 2.7.

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SECTION 2 - REGULATIONS**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)**

- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, 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.
- 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 control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, 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 Company 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 Company facilities;

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SECTION 2 - REGULATIONS

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

2.1.4 Liability of the Company, (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 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 Company facilities;
- .9 Any non-completion 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 Company services or facilities.

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.

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SECTION 2 - REGULATIONS**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)**

- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet 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 nocharge 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.
- 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, of (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 - REGULATIONS**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (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 rate sheet, 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 all 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.

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.

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SECTION 2 - REGULATIONS**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

- 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.
- 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 the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours 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 the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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 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;

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SECTION 2 - REGULATIONS

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

2.1.8 Special Construction, (Cont'd.)

- 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 rate sheet remains in the Company, its partners, agents, contractors or suppliers.

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.

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SECTION 2 - REGULATIONS**2.2 Prohibited Uses, (Cont'd.)**

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.

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 - REGULATIONS**2.3 Responsibilities 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 Company 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 2.3.1D.; 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.

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, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

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SECTION 2 - REGULATIONS**2.3 Responsibilities of the Customer, (Cont'd.)****2.3.2 Liability of the Customer, (Cont'd.)**

- 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 rate sheet 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 the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet 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 rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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

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SECTION 2 - REGULATIONS**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.2 Station Equipment, (Cont'd.)**

- 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 the Customer's expense, subject to prior Customer approval of the equipment expense.

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 communications services and the channels, facilities or equipment of others shall be provided at the Customer's expense.
- B.** Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of 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 user-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Customers 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 - REGULATIONS**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 2.4.2A. 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.

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 the Company's services.

The security of the Customer's 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 - REGULATIONS**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 upon receipt of the Company's invoice by the Customer.
- 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 upon receipt. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- 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.
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days following the invoice date, 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%.
- F. The Customer will be assessed a *maximum* charge of thirty five dollars (\$35.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor. See Section 13 of this tariff for current charges,
- 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.

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SECTION 2 - REGULATIONS**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 may 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, AZ 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.

2.5.4 Advance Payments

Company will not require deposits or advance payments by Customers for Services.

2.5 Payment Arrangements, (Cont'd.)**2.5.5 Deposits**

Company will not require deposits or advance payments by Customers for Services.

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SECTION 2 - REGULATIONS**2.6 Discontinuance of Service****2.6.1 Cancellation by Customer**

Customer may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fee, 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 the 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.

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 - REGULATIONS**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** Special charges described in 2.7.1 through 2.7.3 above, will be calculated and applied on a case-by-case basis.

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 - REGULATIONS**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 2.7.1 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 rate sheet.
- 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 Company 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.

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 rate sheet 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;

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SECTION 2 - REGULATIONS**2.9 Allowances for Interruptions in Service, (Cont'd.)**

- 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 the 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 2.7.3), 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 the Customer's 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.

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 - REGULATIONS
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**

Length of Interruption	Amount of Service To Be Credited
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.

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.

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SECTION 2 - REGULATIONS**2.10 Use of Customer's 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 the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.11 Cancellation of Service/Termination Liability

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(s) and all associated features. 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 2.7.1 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.

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 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 the Customer's cancellation.

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SECTION 2 - REGULATIONS**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.

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 the Customer's 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's 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 rate sheet, unless 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, the Customer's employees, or the public.

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SECTION 2 - REGULATIONS**2.13 Customer Liability for Unauthorized Use of the Network, (Cont'd.)****2.13.1 Customer Liability for Fraud and Unauthorized Use of the Network, (Cont'd.)**

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

2.14 Notices and Communications

2.14.1 The Customer shall designate on the Service Order the 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.

2.15 Taxes, Fees and Surcharges

The Company reserved 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.

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SECTION 2 - REGULATIONS

2.16 Miscellaneous Provisions

2.16.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days 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.

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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

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SECTION 4 - LONG DISTANCE SERVICES AND RATES

4.1 General

Rates and regulations for the Company's Long Distance Services may be found in the Company's Arizona Tariff No. 1 – Interexchange Telecommunications Tariff.

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SECTION 5 – ACCESS SERVICES

5.1 General

Rates and regulations for the Company's Access Services may be found in the Company's Arizona Tariff No. 3 – Access Services Tariff.

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SECTION 6 – SPECIAL ARRANGEMENTS

6.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing on a nondiscriminatory basis.

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SECTION 7 – PROMOTIONAL OFFERINGS

7.1 Special Promotions

The Company may, from time to time offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

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SECTION 8 - CONNECTION CHARGES**8.1 CONNECTION CHARGES****8.1.1 General**

Connection Charges are nonrecurring charges which may apply to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with the service to which they apply or are provided in this Section.

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The Customer may be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a service to existing equipment and/ or service at one location.

Change: The change, including rearrangement or reclassification, of existing service at the same location.

8.1.2 Exceptions to the Connection Charge

- a) The Company may from time to time waive or reduce the connection charges as part of a promotion or trial.

8.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment pursuant to this tariff but before cancellation of the service.

Restoral Charge: Maximum
\$375.00

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SECTION 8 - CONNECTION CHARGES
8.3 CHARGES ASSOCIATED WITH PREMISES VISIT**8.3.1 Premises Visit and Trouble Isolation Charge**

Premises Visit charges apply when the installation of network access facilities requires a visit to the Customer's premises. In addition, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	<u>Maximum</u>
	<u>Per Visit Charge</u>
Per Premises Visit:	
- Initial 15 Minutes (or any portion thereof)	\$502.50
- Each Additional 15 Minutes (or any portion thereof)	\$62.50

8.4 RATES AND CHARGES**8.4.1 Application of Service Charges**

Charges are applicable when the Company receives or processes requests for service.

a) **Service Connection Charge**

A Service Connection Charge applies for the connection of each exchange line, Private Branch Exchange (PBX) trunk, and Direct or Remote Access Line connected to an Intermediary Switching Arrangement. Service Connection Charges also apply to the relocation of existing service to a different premises or building.

b) **Miscellaneous Service Charge applies for:**

- 1) Each port rearrangement for Central Office Local Area Network Service.
- 2) Each existing line for which a Billing Agency Code is established or changed.

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SECTION 8 - CONNECTION CHARGES**8.4 RATES AND CHARGES (continued)****8.4.1 Application of Service Charge (continued)**

c) Customer-initiated Order Charge

When no other Service Charge is applicable, a Customer-initiated Order Charge applies per Customer order for:

- The change of exchange line telephone numbers
- The restoration of service suspended at the request of a Customer
- The establishment of a special Calling Card billing number
- The change to a Nonlisted or Non-Published Telephone Service
- The establishment of or changes associated with Fixed Call Forwarding or for activation of a message waiting indicator.
- The establishment or change of Remote Call Forwarding
- The establishment of Three-Way Call Transfer
- The subsequent ordering of blocking of Special Connection Request Service
- The rearrangement of ports in connection with Central Office Local Area Network Service
- The Customer requested data base changes associated with Central Office Local Area Network Service
- The establishment of Line Side Answer Supervision

d) Change of Class or Grade of Service Charge

A change of Class or Grade of Service Charge applies for changes in class or grade of service.

Service Charges are in addition to all other rates and charges that may be applicable for service. Service Charges do not apply to:

- a) Visits to a Customer's premises solely for the purpose of repair, maintenance or full or partial disconnection of Company provided service and equipment and no other chargeable activity is required, excluding premises wiring.
- b) Changes in the class or grade of service necessitated by a change in central office operation, including concurrent moves or changes necessitated by the change.
- c) Customer orders when one Customer accepts service and equipment from another Customer without lapse in the rendition of service, and no other work is required.
- d) A change in telephone number when initiated by the Company.

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SECTION 8 - CONNECTION CHARGES
8.4 RATES AND CHARGES (continued)**8.4.1 Application of Service Charge (continued)**

- e) Nonlisted or Nonpublished Telephone Service furnished to a Customer for short periods of time, usually one day, in connection with local and long distance message broadcasts of sporting events, conventions or other special events.
- f) Nonlisted or Nonpublished Telephone Service furnished to a Customer with other listed, nonlisted or nonpublished service in the same directory area.
- g) The establishment of Audiotex Call Restriction Service.
- h) Restricting a line from access to the usage capability of Custom Calling Services features that provide a per-use option.

8.4.2 Reserved For Future Use**8.4.3 Network Switched Services**

Connection charges may apply when a Customer requests connection to one or more Network Switched Services as provided in Section 5 of this tariff. Orders for services for the same Customer account made at the same time for the same premises will be considered one request.

Charges may not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

8.4.4 Presubscription-2 (PIC)

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The Customer will incur a charge as provided below each time there is a change in the long distance carrier associated with the Customer's intraLATA or interLATA service after the initial installation of service. For example, if a Customer changes both its interLATA and intraLATA carriers simultaneously, a total of two (2) separate charges will apply (one for the interLATA change and one for the intraLATA change).

MaximumNon-recurring

Each Carrier Change (Per Line)	\$25.00
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SECTION 9 – NETWORK SWITCHED SERVICES**9.1 GENERAL**

Network Switched Services provide a Customer with a connection to the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 8XX NPA; and access 911 service for emergency calling; and
- d) access the services of providers of interexchange services. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (101XXXX).

Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 4 of this tariff apply to all services on a one-time basis unless waived pursuant to this tariff or a promotional or trial offering.

9.2 SERVICE DESCRIPTIONS AND RATES

The following Access Service Options are offered:

DID Service
Local Digital PBX Trunk Service
Local ISDN PRI Service

Basic Local Line Service, Multi-Line Service, Local Analog PBX Trunk Service are offered with message rate local service.

All Network Switched Service may be connected to Customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines.

Service may be arranged for two-way calling, inward calling only or outward calling only.

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SECTION 9 – NETWORK SWITCHED SERVICES

9.2 SERVICE DESCRIPTIONS AND RATES (continued)

9.2.1 Optional Direct Inward Dial (DID) Service Option

The DID Service Option may be purchased in conjunction with the Company's Analog Trunk Services or Digital Trunk Services. The DID Service Option transmits the dialed digits for all incoming calls thereby allowing the Customer's PBX system to route incoming calls directly to individual stations by Customer-assigned DID telephone number. Charges for the DID Service Option and blocks of telephone numbers apply in addition to the rates and charges associated with the Company's Analog Trunk Services or Digital Trunk Services. One DID Service Option charge applies for each DID-equipped Analog Trunk Service or Digital Trunk Service. The Customer must purchase at least one block of DID telephone numbers for each trunk or trunk group Hunting Arrangement or DID-equipped channel or channel group Hunting Arrangement.

1) Recurring and Nonrecurring Charges

Charges are in addition to Local Trunk services as described within this tariff. Additional nonrecurring charges may apply as described within this tariff.

	<u>Maximum</u>	
	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
DID Trunk Termination	\$29.00	\$216.00
First 20 DID Numbers (or any fraction thereof)	\$39.24	\$1,700.00
Additional 20 Numbers (or any fraction thereof)	\$39.24	\$47.30

9.2.2 Local Digital PBX Trunk Service

1) Description

Local Digital PBX Trunk Service provides a Customer with connection to the Company switch via a DS1 digital local loop connection operating at 1.544 Mbps and time division multiplexed into 24 digital communications channels. Digital PBX Trunks are provided for connection of Customer-provided digital PBX equipment. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	DSX-1 panel
Signaling Type:	Ground, E& M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming, Out-Going Only or Two Way, as specified by the Customer

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SECTION 9 – NETWORK SWITCHED SERVICES
9.2 SERVICE DESCRIPTIONS AND RATES (continued)**9.2.2 Local Digital PBX Trunk Service (continued)**

2) General

Service to points within the local calling area is included in the charge for Local Digital PBX Trunk Service. Charges based on time periods and calendar days are provided herein. Nonrecurring connection and Service Order charges apply as described herein.

Optional Feature(s) -DID Service capability as described herein is available. Clear Channel capability as described in within this tariff is available. Applicable nonrecurring charges apply as described within this tariff.

3) Recurring and Nonrecurring Charges

Connection charges are applicable within this tariff. Charges for each Local Digital PBX Trunk include a monthly recurring service charge for the local T1 loop, channel termination charges, and line termination charge.

Where appropriate facilities do not exist, Special Construction charges will also apply, as described within this tariff.

	<u>Maximum</u>	
	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Digital Local Loop/ T-1 (D. T. I. only)	\$1,260.00	\$1,000.00
Channel Activation (DID, DOD, two-way) Per Trunk	\$50.00	\$376.00
Each additional channel activated at the same time	\$50.00	\$376.00

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SECTION 9 – NETWORK SWITCHED SERVICES**9.2 SERVICE DESCRIPTIONS AND RATES (continued)****9.2.3 Local ISDN-PRI Service**

1) General

Local ISDN-PRI – Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. These switched services include circuit switched voice (local calling, Message Toll Service, 800 and circuit switched data. Each ISDN PRI will allow connection of the aforementioned services via a single central office connection. This service allows PBX equipment and host computer type devices to connect to central office services in bulk quantity, rather than on a line by line or service by service basis. Local usage rates are as specified within this tariff.

Each ISDN PRI connection provides access from a Customer premises to the Company's circuit switched voice and circuit switched data via a 1.544 Mbps central office port termination and a 1.544 Mbps Digital Local Loop to the Customers premises. The Digital Local Loop is a DS1 with Clear Channel Capability. The rates and charges for the Loop are in addition to those for the ISDN PRI Port Connection. The central office port connection is provided in base capacities of twenty-three 64 Kbps "B" channels and one 64 Kbps "D" channel (23B+ D). The "D" channel is used for out-of-band signaling and control of the "B" channels. Where technology permits, "D" channels can be shared by multiple ISDN PRI's for the same Customer. "B" channels can be dedicated to each circuit switched voice and circuit switched data service by type or they can be shared among service types by using the call by call feature.

Where appropriate facilities do not exist, Special Construction charges will apply, as described within this tariff.

"B" Channel – "B" Channel (Bearer Channel) is a 64 Kbps digital channel capable of transporting circuit switched voice and circuit switched data.

"D" Channel – "D" Channel (Delta Channel) is a 64 Kbps digital channel used to transport signaling and control the B channels.

Out of Band Signaling – Out of Band Signaling is signaling that is separated from the channel carrying the circuit switched voice and data services.

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SECTION 9 – NETWORK SWITCHED SERVICES**9.2 SERVICE DESCRIPTIONS AND RATES (continued)****9.2.3 Local ISDN-PRI Service (continued)**

1) General (continued)

Dynamic Channel Allocation – Allows the circuit switched voice and data services enabled on the ISDN PRI to share "B" channels and arrange them as a single trunk group. This allows incoming and outgoing circuit switched voice and data calls to utilize "B" channels on a call by call basis. Without this capability, each service will have a dedicated "B" channel.

Calling Number Delivery – All calling numbers presented to the services working on ISDN PRI can be delivered to the Customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers. This feature is optioned on a per ISDN PRI Port basis only and is offered in appropriately equipped central offices.

Clear Channel Capability – The "B" channels on the ISDN PRI are clear, since all signaling and control functions are handled by the "D" channel. This allows all 64 kbps on each "B" channel to be used for Customer information over the ISDN PRI connection. Calls over the network may either by 56 kbps or 64 kbps depending on the public network in place between the ISDN PRI and the distant end of the call.

Digital Voice Transmission – All voice calls are transmitted using digital signaling.

Channel Configuration – Allows some or all B Channels to be dedicated to exchange and MTS, DID, or 800 Services. Multiple dedicated trunk groups can be established on the same primary port or group of primary ports.

Direct Inward Dialing Signal – Permits incoming dialed calls from the exchange network to reach a specific number serviced by Customer-premises equipment (CPE) without the assistance of an attendant. It also provides for the unique identification of the call based on digits sent to the CPE by the central office. The central office will outpulse digits to the CPE which can further process the calls as desired. Charges associated with blocks of DID numbers are located within this tariff.

Equal Access – Allows the Customer to preselect an Intra and Interexchange Carrier for each circuit switched voice or circuit switched data trunk group. The carrier designation can be changed for applicable charges as shown within this tariff.

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SECTION 9 – NETWORK SWITCHED SERVICES

9.2 SERVICE DESCRIPTIONS AND RATES (continued)

9.2.3 Local ISDN-PRI Service (continued)

2) Recurring and Nonrecurring Charges

	<u>Maximum</u>	
	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
<u>Local ISDN-PRI Service Arrangement:</u>		
Digital Local Loop/ Primary Rate Access Facility/ Per PRI	\$500.00	\$1,000.00
PRI Interface Arrangement		
23B+ D channels, per PRI	\$1,178.00	\$1,000.00
24B channels, per PRI	\$1,178.00	\$1,000.00
23B+ Backup D channels, per PRI (required when more than 47B channels are controlled by a single D channel)	\$1,178.00	\$1,000.00
PRI Reconfiguration Charges/ Add change to existing trunk group, addition of new trunk group, per occasion		\$376.00
Change in D-channel configuration, per occasion	\$376.00	
<u>Local ISDN-PRI Custom Calling Charges:</u>		
	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Optional Service Feature Package/ Includes both Calling Line ID and Call- By-Call Service Selection, per PRI	\$486.00	\$376.00
Calling Line Identification/ Shows the Directory number of the calling party, per PRI	\$486.00	\$376.00
Call-By-Call Service Selection/ B channels may be configured to access multiple services on a per call basis, per PRI	\$188.00	\$376.00
Individual Additional Telephone Numbers/ Each additional telephone number excluding DID numbers	\$8.00	\$376.00

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SECTION 9 – NETWORK SWITCHED SERVICES
9.2 SERVICE DESCRIPTIONS AND RATES (continued)**9.2.4 Integrated Access Service**

Integrated Access Service provides a customer channelized high capacity (1.544 Mbps) facility¹ between a customer premises and its serving office for connection to services provided by the Company. Integrated Access Service allows a customer to integrate voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this tariff for multi line business service.

The customer selects a package of 12, 16, 20, or 23 voice lines for local exchange access. The balance of the facility's capacity is available for data applications. The rates herein are for the portion of the service dedicated to voice applications. Charges for nonregulated services and options will apply. Discounts for customers also subscribing to the Company's long distance service offerings may be available. The charges for voice lines are inclusive of appropriate End User Common Line Charges (EUCL).

Customers must sign a minimum one (1) year term agreement for Integrated Access Service. Full termination liabilities are assessed for early termination of service.

		<u>Maximum</u>			
Monthly Recurring Charges:		Voice Channels			
		<u>12</u>	<u>16</u>	<u>20</u>	<u>23</u>
AZ	\$3,314.00	\$3,470.00	\$3,666.00	\$3,936.00	

¹ Integrated Access Service will be delivered to customers over T-1 or HDSL access. The decision to use HDSL vs. T-1 is an engineering and provisioning decision made solely at the discretion of the Company and is made based on the availability of HDSL facilities. Customers who fall within reach of an Company HDSL-equipped collocation may have Integrated Access delivered to them via HDSL.

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SECTION 10 – ADDITIONAL SERVICES**10.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES****10.1.1 General**

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 classes of service. Transmission levels may not be sufficient in all cases.

Central Office Calling Features are optional features of central office services furnished to individual line end users. The Company may furnish Central Office Calling Features where there is available central office equipment with the proper program updates as determined by the Company. Central Office Calling Features are only provided for basic access line services. The Customer will be billed a charge for each change made to features or a group of features included in the Customer's service.

10.1.2 Description of Line and/ or Trunk Features

The following features are for end user lines:

Call Forwarding Busy Line – This feature automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

Call Forwarding Busy Line/Don't Answer – This feature automatically reroutes an incoming call to a Customer predesignated number when the called number is busy or when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding Don't Answer -This feature 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 -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.

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SECTION 10 – ADDITIONAL SERVICES**10.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES (continued)****10.1.2 Description of Line and/ or Trunk Features (continued)**

Call Trace -Allows a Customer to trace the most recent incoming call by dialing a code to automatically request that the Company record a caller's originating telephone number and the date and time of the call as well as the date and time the Customer initiated trace. The information is disclosed only to a law enforcement agency for investigation and case preparation purposes.

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.

Caller ID -Allows the subscriber to view the listed telephone number from which the incoming call is dialed before the call is answered. The calling number is displayed on a Customer provided compatible device attached to the Customer's telephone line.

Caller ID Deluxe -Allows subscriber to view listed name associated with the telephone number before the phone is answered. The calling number and name are displayed on a Customer provided compatible display device attached to the Customer's telephone line.

Remote Access to Call Forwarding – This feature combines call forwarding with remote access capability. In addition to the current call forwarding feature-access method, the Remote Access Call Forwarding feature provides Customers access from any tone-type address signaling capable telephone. The Customer dials a remote access directory number and then is guided by voice messages to enter their home or office telephone number equipped with the Remote Access Call Forwarding feature, a Personal Identification Number (PIN) and a feature code.

Repeat Call -This 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.

Repeat Call feature also allows Customers, having reached a busy number, to dial a code before hanging up. Repeat Dialing 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 10 – ADDITIONAL SERVICES**10.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES (continued)****10.1.2 Description of Line and/ or Trunk Features (continued)**

The following types of calls cannot be accessed with Repeat Call:

- Calls preceded by an interexchange carrier access code
- Calls to 900 and 976 Service numbers
- Calls to 911 -Calls to Directory Assistance
- Calls to toll free 8XX Service numbers
- International Direct Distance Dialed calls

Return Call -Allows the subscriber to automatically redial the number of the last incoming call whether answered or not.

Caller ID Per-Call Blocking (PCB) -This blocking option will allow callers to block the passage of their telephone numbers and/ or names on outgoing calls by dialing a special code, prior to making each call.

Caller ID Per-Line Blocking (PLB) -Caller ID Per-Line Blocking will allow callers to automatically prevent the display of their telephone numbers and/ or names on a permanent basis unless the service is deactivated, on a per call basis, by dialing a special code.

Special Ring – This feature allows a Customer to have up to three (3) separate telephone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to Customers also subscribing to call waiting.

Speed Dial 30 -Allows placing calls to thirty (30) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Speed Dial 8 -Allows placing calls to eight (8) other phone numbers by dialing a one or two digit code rather than the complete phone number.

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 switchhook 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.

Message Waiting Indicator -Stutter dial tone indicates that a message is waiting. Associated with subscribers of the Company voice mail services.

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SECTION 10 – ADDITIONAL SERVICES**10.2 DIRECTORY ASSISTANCE SERVICE****10.2.1 General**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

10.2.2 Description

The Company furnishes directory assistance service to aid Customers in determining telephone numbers. No more than two (2) telephone numbers may be requested per call to directory assistance service.

Rates apply when Customers request Company assistance in determining telephone numbers of Customers who are located in the local service area of the Washington Zone.

A call to directory assistance is considered completed whether or not the numbers requested are available from directory assistance records, or the information requested is normally provided by directory assistance.

10.2.3 Exemptions

Charges for Directory Assistance Service are not applicable to calls placed by persons who affirm in writing to the Company that a visual or physical handicap prevents them from using a telephone directory. This exemption includes Directory Assistance Service calls placed from a handicapped person's household, a business telephone service used exclusively by a handicapped person, and calls placed by use of a calling card furnished to handicapped Customers who indicate a need to use other telephones when away from their residence.

Handicapped Customers will be exempted from charges for Directory Assistance Service by means of the completion of an exemption form supplied by the Company. The handicapped Customer should notify the Company to make arrangements to be exempted.

The Company will provide a form to be signed by the Customer or the Customer's representative which when returned will establish the exemption. In addition, the Company will accept lists of handicapped Customers furnished by organizations and agencies which assist the handicapped as a substitute for individual written notification.

10.2.4 Regulations

For calls placed through a Company operator, the Operator Assisted Local Call Charge tariff applies. Operator Assisted Local Call Charge will not apply in the following cases:

- A. To reach the called Directory Assistance Service number when attempts by the Customer to direct dial such a call cannot be completed.

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SECTION 10 – ADDITIONAL SERVICES
10.2 DIRECTORY ASSISTANCE SERVICE (continued)**10.2.5 Rates**

	<u>Maximum</u>
	<u>Non-recurring Charge</u>
Business Directory Assistance Service Calls, per call	\$4.00

10.3 RESERVED FOR FUTURE USE**10.4 NUMBER TO NUMBER REFERRAL SERVICE**

Number to Number Referral Service provides a recorded announcement that states the line number status and a referral number for calls placed to a disconnected or changed business line number.

Charges apply after the basic referral period. The basic referral period is not until a new local directory is published.

	<u>Monthly Recurring Charges</u>
Referral Service, per number	\$99.00

10.5 RESERVED FOR FUTURE USE**10.6 DIRECTORY LISTING SERVICES****10.6.1 Directory Listing Definitions**

Primary Listing -One listing, termed the primary listing, is included with each Customer's service with the primary line of a line hunting group at no charge.

Non-Listed Listing – A Non-Listed Listing will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

Non-Published Listing -A Non-Published Listing will be furnished at the Customer's request. A Non-Published Listing is not listed in the telephone Company's directories, or on directory assistance records. Listing information (name, address and number) on a Non-Published Listing is not available to the general public. Charges for a Non-Published Listing are specified herein.

Additional Listing -Regular additional listings are available only in the names of authorized users of the customer's service. All listings are of the same address and telephone number as the primary listing, except as provided for joint user and alternate number listings.

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SECTION 10 – ADDITIONAL SERVICES**10.6 DIRECTORY LISTING SERVICES (continued)****10.6.2 Directory Listing Rates**

	<u>Maximum</u>
	<u>Monthly Recurring Per Listing</u>
Primary Listing	N/ C
Non-Listed Listing	\$1.68
Non-Published Listing	\$3.16
Additional Listing	\$6.68

10.7 RESERVED FOR FUTURE USE**10.8 RESERVED FOR FUTURE USE****10.9 LOCAL NUMBER PORTABILITY**

Provides ability for Customers to retain their existing telephone number when moving to a new service provider.

	<u>Monthly Recurring</u>
Local Number Portability (per number)	N/C

10.10 CUSTOMER REQUESTED TEMPORARY SUSPENSION

Customer Requested Temporary Suspension provides the ability for Customers to temporarily suspend their telephone service and retain their telephone number. The minimum period for this service is one (1) month and the maximum period is six (6) months. The Customer will be charged ½ of the normal line rate during the period of temporary suspension. All other charges will be applied at the normal rate.

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SECTION 11 – SPECIAL CONSTRUCTION**11.1 SPECIAL CONSTRUCTION****11.1.1 General**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request 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; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct;
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available;
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

11.1.2 Customer Acceptance

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

11.1.3 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- a. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor and supervision;
 - (3) transportation;
 - (4) rights of way; and
 - (5) shipping and delivery.

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SECTION 11 – SPECIAL CONSTRUCTION**11.1 SPECIAL CONSTRUCTION (continued)****11.1.3 Cost Computation (continued)**

- b. cost of maintenance;
- c. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e. license preparation, processing and related fees;
- f. tariff preparation, processing and related fees;
- g. any other identifiable costs related to the facilities provided; or
- h. an amount for return and contingencies.

11.1.4 Termination Liability

To the extent that there is no other requirement for use by the Company and where the Company cannot fully recover its cost(s) if the Customer disconnects a specially-constructed facility or service, a termination liability shall apply for facilities specially constructed at the request of the Customer.

- a. The termination liability period is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts for:
 - (1) Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/ or construction of new facilities as appropriate, less net salvage. The installed cost includes but may not be limited to the cost of:
 - equipment and materials provided or used;
 - engineering, labor and supervision;
 - transportation;
 - rights of way; and
 - shipping and delivery.
 - (2) license preparation, processing and related fees;
 - (3) tariff preparation, processing and related fees;
 - (4) cost of removal and restoration, where appropriate; and
 - (5) any other identified costs related to the specially constructed or rearranged facilities.

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SECTION 11 – SPECIAL CONSTRUCTION**11.1 SPECIAL CONSTRUCTION (continued)****11.1.4 Termination Liability (continued)**

- c. Calculating Termination Charges – Termination charges shall be computed in accordance with tariffed regulations in Section 7.1.4a and 7.1.4b or contractual agreements in effect. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined herein shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

11.2 NON-ROUTINE INSTALLATION AND/ OR MAINTENANCE

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

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SECTION 12 – LOCAL SERVICES**12.1 LOCAL SERVICES – USAGE BASED****12.1.1 Rates and Charges and Time Periods**

Usage charges are based on usage used or billed on the Company's network. Chargeable time for the Customer shall begin when the called party answers and shall end upon disconnection by either party. Local calls are billed on the basis of Local Message Rate Service. For Local Message Rate Service, all local calls are charged one rate which is not time-sensitive.

12.1.2 Local Calling

Local Calling Services - This Section contains a general description of the local usage service offered by the Company and the rates and charges applicable to such service. The Company provides switched, telephonic-quality voice and data transmission services that enable Customers and Authorized Users to communicate on a real-time basis between points within local exchange service areas within this jurisdiction, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services will be provided through the use of the Company's switches, through the use of Unbundled Network Elements ("UNEs"), Resold Services and through the use of Company Facilities.

12.2 BUSINESS LOCAL EXCHANGE RATESMaximum

The following Usage Charges apply:

Message Rate Per Message	\$0.164
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SECTION 12 – LOCAL SERVICES**12.3 GENERAL AVAILABILITY**

Each Exchange Access Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time. Exchange Access Service provides Customers and Authorized Users with access to the Public Switched Network (PSN) along with a numeric address on the PSN and generally enables the Customer to perform the following:

- a) place calls to other stations on or connected to the PSN;
- b) receive calls from other stations on or connected to the PSN;
- c) access the Company's Local Calling Services and other services as set forth in this tariff;
- d) access interexchange calling services of the Company and of other carriers;
- e) access operators and business offices for service-related assistance;
- f) access Directory Assistance;
- g) access toll-free telecommunications services such as 800/ 888 NPA;
- h) access 911/ E911 services for emergency calling;
- i) access Telecommunications Relay Service;
- j) access other services authorized by the Commission and the Federal Communications Commission.

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SECTION 13 – CURRENT PRICE LIST
13.1 RESTORAL CHARGE

Restoral Charge: \$187.50

13.2 CHARGES ASSOCIATED WITH PREMISES VISIT

Per Premises Visit:

- Initial 15 Minutes (or any portion thereof) \$251.25

- Each Additional 15 Minutes (or any portion thereof) \$31.25

Per Visit Charge**13.3 Presubscription-2 (PIC)**Non-recurring

Each Carrier Change (Per Line) \$12.50

13.4 Network Switched Services**a. Optional Direct Inward Dial (DID) Service Option**

1) Recurring and Nonrecurring Charges

Charges are in addition to Local Trunk services as described within this tariff.
Additional nonrecurring charges may apply as described within this tariff.

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
DID Trunk Termination	\$14.50	\$108.00
First 20 DID Numbers (or any fraction thereof)	\$19.62	\$850.00
Additional 20 Numbers (or any fraction thereof)	\$19.62	\$23.65

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SECTION 13 – CURRENT PRICE LIST**b. Local Digital PBX Trunk Service**

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Digital Local Loop/ T-1 (D. T. I. only)	\$630.00	\$500.00
Channel Activation (DID, DOD, two-way) Per Trunk	\$25.00	\$188.00
Each additional channel activated at the same time	\$25.00	\$188.00

c. Local ISDN-PRI Service

2) Recurring and Nonrecurring Charges

Local ISDN-PRI Service Arrangement:

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Digital Local Loop/ Primary Rate Access Facility/ Per PRI	\$250.00	\$500.00
PRI Interface Arrangement		
23B+ D channels, per PRI	\$589.00	\$500.00
24B channels, per PRI	\$589.00	\$500.00
23B+ Backup D channels, per PRI (required when more than 47B channels are controlled by a single D channel)	\$589.00	\$500.00
PRI Reconfiguration Charges/ Add change to existing trunk group, addition of new trunk group, per occasion		\$188.00
Change in D-channel configuration, per occasion	\$188.00	

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SECTION 13 – CURRENT PRICE LIST

13.4 Network Switched Services, (cont'd)

c. Local ISDN-PRI Service, (cont'd)

Local ISDN-PRI Custom Calling Charges:

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Optional Service Feature Package/ Includes both Calling Line ID and Call- By-Call Service Selection, per PRI	\$243.00	\$188.00
Calling Line Identification/ Shows the Directory number of the calling party, per PRI	\$243.00	\$188.00
Call-By-Call Service Selection/ B channels may be configured to access multiple services on a per call basis, per PRI	\$94.00	\$188.00
Individual Additional Telephone Numbers/ Each additional telephone number excluding DID numbers	\$4.00	\$188.00

d. Integrated Access Service

Monthly Recurring Charges:

	Voice Channels			
	<u>12</u>	<u>16</u>	<u>20</u>	<u>23</u>
AZ	\$1,657.00	\$1,735.00	\$1,833.00	\$1,968.00

13.5 DIRECTORY ASSISTANCE SERVICE

Non-recurring Charge

Business Directory Assistance Service Calls, per call	\$2.00
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13.6 NUMBER TO NUMBER REFERRAL SERVICE

Referral Service, per number	<u>Monthly Recurring Charges</u> \$49.00
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SECTION 13 – CURRENT PRICE LIST

13.7 DIRECTORY LISTING SERVICES

	<u>Monthly Recurring Per Listing</u>
Primary Listing	N/ C
Non-Listed Listing	\$0.84
Non-Published Listing	\$1.58
Additional Listing	\$3.34

13.8 LOCAL NUMBER PORTABILITY

	<u>Monthly Recurring</u>
Local Number Portability (per number)	N/C

13.9 BUSINESS LOCAL EXCHANGE RATES

The following Usage Charges apply:

Message Rate Per Message	\$0.082
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13.10 RETURNED CHECK CHARGE \$25.00

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

**ARIZONA
TELECOMMUNICATIONS ACCESS SERVICES TARIFF
OF
ACCESS ONE, INC.**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive carrier to carrier and access services and facilities for telecommunications services provided by ACCESS ONE, INC. ("Company") within the State of Arizona. This tariff is on file with the Arizona Commerce Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 820 W Jackson Blvd, 6th Floor, Chicago, IL 60607.

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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.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	Original	26	Original		
2	Original	27	Original		
3	Original	28	Original		
4	Original	29	Original		
5	Original	30	Original		
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9	Original	34	Original		
10	Original	35	Original		
11	Original	36	Original		
12	Original	37	Original		
13	Original	38	Original		
14	Original	39	Original		
15	Original	40	Original		
16	Original	41	Original		
17	Original	42	Original		
18	Original	43	Original		
19	Original				
20	Original				
21	Original				
22	Original				
23	Original				
24	Original				
25	Original				

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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SYMBOLS

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

- D** Delete or discontinue.
- I** Change resulting in an increase to a customer's bill.
- M** Moved from another location.
- N** New.
- R** Change resulting in a reduction to a customer's bill.
- T** Change in text or regulation but no change in rate or charge.

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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 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Page for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the 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).l.
 - 2.1.1.A.1.(a).l.(i).
 - 2.1.1.A.1.(a).l.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on 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.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: Refers to the Arizona Commerce Commission

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company: ACCESS ONE, INC., issuer of this tariff.

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunk side Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center. Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The center where the Customer's telephone exchange service channels are terminated for the purpose of interconnection to each other and to interoffice Trunks.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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

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SECTION 1 - DEFINITIONS

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

2.1.1 Scope

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

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 the Company's 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 from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company, (Cont'd.)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities within its control that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. 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.

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2.1 Undertaking of Company, (Cont'd.)

2.1.6 Provisions 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 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 the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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**2.1 Undertaking of Company, (Cont'd.)****2.1.6 Provisions 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. Notwithstanding the above, 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;
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual 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 the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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2.1 Undertaking of Company, (Cont'd.)

2.1.8 Special Construction

Subject to the arrangement 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 of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

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

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2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes 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 their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's 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. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- 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 Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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2.3 Obligations of the Customer, (Cont'd.)

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access 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 above. Any 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

2.3.1 The Customer shall be responsible for, (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's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 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 obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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SECTION 2 - RULES AND REGULATIONS**2.3 Obligations of the Customer, (Cont'd.)****2.3.2 Claims**

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. **Originating Access:** Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

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2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting, (cont'd.)

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.
- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting, (cont'd.)

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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

2.4.2 Station Equipment, (cont'd.)

- 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 the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, 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.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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

- 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

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

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

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2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 25 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 25 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 25 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

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SECTION 2 - RULES AND REGULATIONS**2.5.3 Refusal and Discontinuance of Service**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or

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2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (cont'd.)

F. (cont'd)

1. (cont'd)

- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
- (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:
 - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
 - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
 - IV. Continuing to have Company End Users presubscribed to the Customer; or
 - V. Any other Fraudulent means or devices; or

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2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (cont'd.)

F. (cont'd)

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;
3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

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 the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

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

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SECTION 2 - RULES AND REGULATIONS**2.6 Allowances for Interruptions in Service**

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

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;

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

2.6.1 Limitations on Allowances

- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Transfers and Assignments

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

2.8 Notices and Communications

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.8.2 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 the Company's bills for service shall be mailed.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.8 Notices and Communications, (Cont'd.)

- 2.8.3 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 the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.4 All notices or other communications required to be given pursuant to this tariff shall 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 deposit 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.
- 2.8.5 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.

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

3.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.2 Miscellaneous Charges

Customer Requested Due Date Change ^{1, 2}	\$50.00, per order
Customer Requested Expedite ²	\$100.00, per location, per order
Cancellation (after 3 business days from order placement)	2 Full NRCs + \$250.00, per order
Design or Engineering Charges	ICB
Additional Labor Charges	ICB

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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SECTION 4 - SWITCHED ACCESS SERVICE

4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements

4.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

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SECTION 4 - SWITCHED ACCESS SERVICE

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

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SECTION 4 - SWITCHED ACCESS SERVICE**4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)****4.2.5 Originating 800 FG Access**

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0-and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C message noise, 3-tone slope, d.c. continuity and operational signaling.

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SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

5.2 Rate Categories

5.2.1 There are several rate categories which apply to Switched Access Service:

- Blended Carrier Switched Access Originating
- Blended Carrier Switched Access Terminating
- Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

Common Line

The Common Line cost category establishes the charges related to the use of Company- provided end user common lines by customers and end users for intrastate access.

Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

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SECTION 5 - SWITCHED ACCESS RATES**5.2 Rate Categories, (Cont'd.)**End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

5.3 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center -(indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begin with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SECTION 5 - SWITCHED ACCESS RATES**5.3 Billing of Access Minutes, (Cont'd.)**

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

5.4 Rates and Charges**5.4.1 Intrastate Switched Access**Maximum Rate

Terminating Per Access Minute:	\$0.050
Originating Per Access Minute:	\$0.050

5.4.2 Toll-Free 8XX Data Base Query

Per Query	\$0.01
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5.4.3 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

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SECTION 6 – LOCAL AND OEAS TRAFFIC EXCHANGE AND TERMINATION

6.1 General

This section establishes the methodology for the exchange and termination of local and OEAS traffic for carriers that do not have an interconnection agreement with the Company.

6.2 Ordering Conditions

The Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

6.3 Local and OEAS Traffic Compensation

Local and OEAS traffic exchange will be conducted under a Bill and Keep arrangement. All local traffic will be exchanged under a Meet Point Billing Arrangement which utilized Category 92 summary usage record exchange, unless and until either the Commission or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, pursuant to which the Company and the Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent practicable, any Internet Service Provider access charge exemption. This provision does not apply to access traffic, transit, traffic, or wireless traffic.

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SECTION 7- CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

7.1 Contracts

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

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

7.2 Individual Case Basis Arrangements

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

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SECTION 8 – CURRENT PRICE LIST

8.1 Intrastate Switched Access

Terminating Per Access Minute:	\$x.xxxxxxx
Originating Per Access Minute:	\$x.xxxxxxx

8.2 Toll-Free 8XX Data Base Query

Per Query	\$x.xxx
-----------	---------

8.3 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

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ATTACHMENT C

Authorized States

JURISDICTION	TYPE OF SERVICE	STATUS
Alabama	Interexchange	OPERATING
Alaska	n/a	n/a
Arizona	Interexchange	Operating (Local Exchange – In Process)
Arkansas	Interexchange	OPERATING
California	Interexchange and Local Exchange	OPERATING
Colorado	Interexchange and Local Exchange	OPERATING
Connecticut	Interexchange	OPERATING
Delaware	Interexchange	OPERATING
District of Columbia	Interexchange and Local Exchange	OPERATING
Florida	Interexchange and Local Exchange	OPERATING
Georgia	Interexchange and Local Exchange	OPERATING
Hawaii	n/a	n/a
Idaho	Interexchange	OPERATING
Illinois	Interexchange and Local Exchange	OPERATING
Indiana	Interexchange and Local Exchange	OPERATING
Iowa	Interexchange	Operating (Local Exchange – In Process)
Kansas	Interexchange	OPERATING
Kentucky	Interexchange	OPERATING
Louisiana	Interexchange	OPERATING
Maine	Interexchange	OPERATING
Maryland	n/a	n/a
Massachusetts	Interexchange and Local Exchange	OPERATING
Michigan	Interexchange and Local Exchange	OPERATING
Minnesota	Interexchange	Operating (Local Exchange – In Process)
Mississippi	Interexchange	OPERATING
Missouri	Interexchange and Local Exchange	OPERATING
Montana	n/a	n/a
Nebraska	---	(Interexchange & Local Exchange – In Process)
Nevada	---	(Interexchange & Local Exchange – In Process)
New Hampshire	Interexchange	OPERATING
New Jersey	Interexchange	Operating (Local Exchange – In Process)
New Mexico	Interexchange	OPERATING
New York	Interexchange and Local Exchange	OPERATING
North Carolina	Interexchange	OPERATING
North Dakota	n/a	n/a
Ohio	Interexchange and Local Exchange	OPERATING
Oklahoma	Interexchange	OPERATING
Oregon	Interexchange	OPERATING
Pennsylvania	Interexchange	Operating (Local Exchange – In Process)
Rhode Island	Interexchange	OPERATING
South Carolina	Interexchange	OPERATING
South Dakota	Interexchange	OPERATING
Tennessee	n/a	n/a
Texas	Interexchange and Local Exchange	OPERATING
Utah	Interexchange	OPERATING
Vermont	Interexchange	OPERATING
Virginia	Interexchange	Operating (Local Exchange – In Process)
Washington	Interexchange	Operating (Local Exchange – In Process)
West Virginia	Interexchange	OPERATING
Wisconsin	Local Exchange	OPERATING
Wyoming	Interexchange	OPERATING

Applicant has never been denied authority to provide intrastate telecommunications services.

ATTACHMENT D

Financial Information

Access One, Inc.

**Financial Statements for the
Years Ended December 31, 2010 and 2009**



Blackman Kallick

Blackman Kallick, LLP
10 South Riverside Plaza
9th Floor
Chicago, IL 60606

Access One, Inc.

Years Ended December 31, 2010 and 2009

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Blackman Kallick

Blackman Kallick, LLP
10 South Riverside Plaza, 9th Floor
Chicago, IL 60606

Phone: 312-207-1040

Independent Accountants' Review Report

Board of Directors
Access One, Inc.
Chicago, Illinois

We have reviewed the accompanying balance sheets of **Access One, Inc.** as of December 31, 2010 and 2009, and the related statements of income, stockholders' deficit and cash flows for the years then ended. A review includes primarily applying analytical procedures to managements' financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Blackman Kallick, LLP

March 29, 2011

Balance Sheets Follow

Access One, Inc.

Balance Sheets

December 31, 2010 and 2009

	<u>2010</u>	<u>2009</u>
<u>Assets</u>		
Current Assets		
Cash	\$ 88,697	\$ 140,191
Receivables		
Customers (Net of allowance for doubtful accounts of \$90,931 and \$84,092 in 2010 and 2009, respectively)	1,671,574	1,223,337
Unbilled receivables	726,884	898,798
Other	17,140	29,349
Prepaid expenses	348,599	378,319
	<u>2,852,894</u>	<u>2,669,994</u>
Total Current Assets		
	<u>2,852,894</u>	<u>2,669,994</u>
Network Communications Equipment and Other Property and Equipment (Net of accumulated depreciation)	<u>1,626,221</u>	<u>1,533,556</u>
Other Assets		
Deferred line installation costs (Net of accumulated amortization)	352,611	271,189
Customer acquisition costs (Net of accumulated amortization)	278,688	251,032
Deferred optimization costs (Net of accumulated amortization)	27,939	93,488
Deposits	32,000	32,000
Network access costs	-	93,463
	<u>691,238</u>	<u>741,172</u>
Total Other Assets		
	<u>691,238</u>	<u>741,172</u>
	<u>\$ 5,170,353</u>	<u>\$ 4,944,722</u>

See independent accountants' review report.
The accompanying notes are an integral part of the financial statements.

Liabilities and Stockholders' Deficit

	<u>2010</u>	<u>2009</u>
Current Liabilities		
Borrowings under line of credit	\$ 770,000	\$ -
Long-term debt due within one year	657,064	669,021
Accounts payable	359,273	351,226
Accrued operations and support expenses	1,264,568	1,455,938
Sales tax payable	505,300	455,680
Customer deposits	84,269	73,342
Settlement payable	<u>66,667</u>	<u>-</u>
Total Current Liabilities	<u>3,707,141</u>	<u>3,005,207</u>
Other Liabilities - Deferred rent	<u>166,114</u>	<u>174,017</u>
Long-Term Debt (Net of portion included in current liabilities)	<u>1,971,193</u>	<u>2,741,301</u>
Stockholders' Equity (Deficit) (Exhibit C)		
Common stock - No par value; authorized - 40,413,837 shares; issued - 2,459,046 shares in 2010 and 2009, respectively	608	608
Additional paid-in capital	53,088	53,088
Accumulated deficit	<u>(727,791)</u>	<u>(1,029,499)</u>
Total Stockholders' Deficit	<u>(674,095)</u>	<u>(975,803)</u>
	<u><u>\$ 5,170,353</u></u>	<u><u>\$ 4,944,722</u></u>

Access One, Inc.

Statements of Income

Years Ended December 31, 2010 and 2009

	Amount		% of Operating Revenues	
	2010	2009	2010	2009
Operating Revenues	\$ 28,307,077	\$ 27,497,358	100.00%	100.00%
Operating Expenses	27,626,405	27,107,773	97.60	98.58
Operating Income	680,672	389,585	2.40	1.42
Interest Expense (Income)				
Interest expense	165,743	37,045	.59	.13
Interest income	(261)	(1,930)	(.01)	-
Total Interest Expense, Net	165,482	35,115	.58	.13
Net Income	\$ 515,190	\$ 354,470	1.82%	1.29%

See independent accountants' review report.
The accompanying notes are an integral part of the financial statements.

Access One, Inc.

Statements of Stockholders' Deficit

Years Ended December 31, 2010 and 2009

	Total	Common Stock - Voting		Additional Paid-In Capital	Accumulated Deficit
		Shares	Amount		
Balance, December 31, 2008	\$ 2,343,948	3,800,002	\$ 940	\$ 82,037	\$ 2,260,971
Dividends declared	(338,356)	-	-	-	(338,356)
Shares retired	(3,335,865)	(1,340,956)	(332)	(28,949)	(3,306,584)
Net income	354,470	-	-	-	354,470
Balance, December 31, 2009	(975,803)	2,459,046	608	53,088	(1,029,499)
Dividends declared	(213,482)	-	-	-	(213,482)
Net income (Exhibit B)	515,190	-	-	-	515,190
Balance, December 31, 2010 (Exhibit A)	\$ (674,095)	2,459,046	\$ 608	\$ 53,088	\$ (727,791)

See independent accountants' review report.
The accompanying notes are an integral part of the financial statements.

Access One, Inc.

Statements of Cash Flows

Years Ended December 31, 2010 and 2009

	2010	2009
Cash Flows from Operating Activities		
Net income	\$ 515,190	\$ 354,470
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	885,202	700,118
Impairment of network access costs	93,463	-
Amortization of deferred line installation costs	285,149	148,519
Amortization of customer acquisition costs	234,228	281,307
Amortization of deferred optimization costs	95,876	40,264
Provision for losses on receivables - Customers	84,808	449,248
(Increase) decrease in		
Receivables	(348,922)	(71,992)
Other	21,817	88,557
Increase (decrease) in		
Accounts payable	(1,823)	(100,056)
Accrued operations and support expenses	(191,370)	105,287
Sales tax payable	49,620	(47,066)
Customer deposits	10,927	10,037
Settlement payable	66,667	-
Total Adjustments	1,285,642	1,604,223
Net Cash Provided by Operating Activities	1,800,832	1,958,693
Cash Flows from Investing Activities		
Capital expenditures	(967,997)	(903,020)
Payments for deferred line installation costs	(366,571)	(291,877)
Payments for customer acquisition costs	(261,884)	(249,246)
Payments for deferred optimization costs	(30,327)	(133,752)
Net Cash Used in Investing Activities	(1,626,779)	(1,577,895)
Cash Flows from Financing Activities		
Net borrowings under line of credit	770,000	-
Principal payments on long-term debt	(782,065)	(113,043)
Stockholder dividends	(213,482)	(338,356)
Net Cash Used in Financing Activities	(225,547)	(451,399)
Net Decrease in Cash	(51,494)	(70,601)
Cash, Beginning of Year	140,191	210,792
Cash, End of Year	\$ 88,697	\$ 140,191

See independent accountants' review report.
The accompanying notes are an integral part of the financial statements.

Access One, Inc.

Notes to Financial Statements

Years Ended December 31, 2010 and 2009

Note 1 - Nature of Operations

Access One, Inc. (the company) provides local and long-distance telecommunications services to its customers located throughout the United States. The company was incorporated on June 30, 1993 in the state of Illinois.

Note 2 - Summary of Significant Accounting Policies

Cash

Substantially all of the company's cash is held by Cole Taylor Bank. The company maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The company has not experienced any losses in such accounts. The company believes it is not exposed to any significant credit risk on cash.

Receivables

Receivables are carried at original invoice or closing statement amount less estimates made for doubtful receivables. Management determines the allowances for doubtful accounts by using historical experience applied to an aging of accounts. A receivable is considered to be past due if any portion of the receivable balance is outstanding for more than 30 days. Receivables are written off when deemed uncollectible. Recoveries of receivables previously written off are recorded when received.

Depreciation and Amortization

The company's policy is to depreciate the cost of property and equipment over the estimated useful lives of these assets using accelerated methods. Leasehold improvements are amortized over the terms of the leases or their estimated useful lives, if shorter.

	<u>Years</u>
Communication and computer equipment	3-5
Network and router equipment	5
Furniture and fixtures	5-7
Leasehold improvements	15

Deferred line installation costs include line charges incurred in the establishment of local access lines for customers and are being amortized using the straight-line method over the economic life of the contracts with new customers. The terms of these contracts do not exceed 60 months.

See independent accountants' review report.

Access One, Inc.

Notes to Financial Statements

Years Ended December 31, 2010 and 2009

Note 2 - Summary of Significant Accounting Policies

Depreciation and Amortization (Continued)

Customer acquisition costs include charges incurred for commissions paid to third parties and are being amortized using the straight-line method over the economic life of the contracts with the new customers. The terms of these contracts do not exceed 60 months.

Deferred optimization costs include line charges incurred in the installation of new local access lines for customers and are being amortized using the straight-line method over the economic life of the contracts with existing customers. The average term of these contracts is 18 months.

Network Access Charges

Costs of the network access charges are identified as indefinite lived intangible assets. During 2010 these costs were written off, as the network the costs were related to was no longer being utilized.

Stock Options

Through November 1, 2009, the company had a stock-based compensation plan, which is described in further detail in Note 14. The company accounted for the plan under the recognition and measurement principles of the Compensation – Stock Compensation Topic (Compensation Topic) of accounting principles generally accepted in the United States of America (GAAPUSA).

The company adopted the provisions of the Compensation Topic of GAAPUSA, effective January 1, 2006, using a modified version of prospective application. This transition method provided that the company would recognize compensation cost after the effective date as the requisite service was rendered for the portion of options outstanding as of January 1, 2006, based on the grant-date fair value of those options calculated under the Compensation Topic of GAAPUSA for pro-forma disclosures. No share-based instruments have been granted subsequent to the effective date.

The company terminated the stock-based compensation plan on November 2, 2009.

Advertising

Advertising costs are expensed as incurred. Advertising expenses incurred were \$108,825 and \$47,011 in 2010 and 2009, respectively.

Revenue Recognition

Revenue is recognized as service is provided to customers. Monthly recurring charges include fees paid by customers for lines in service and additional features on those lines. These charges are billed monthly, in advance, and are fully earned during the month. Usage charges and reciprocal compensation charges are billed in arrears and are fully earned when billed. Termination fee revenues are accounted for on a cash basis due to uncertainties regarding collectability.

See independent accountants' review report.

Access One, Inc.

Notes to Financial Statements

Years Ended December 31, 2010 and 2009

Note 2 - Summary of Significant Accounting Policies (Continued)

Income Taxes

The company has elected to be taxed as an S corporation under provisions of the Internal Revenue Code. Accordingly, the accompanying financial statements do not reflect income taxes, except for state replacement tax.

The company's application of GAAPUSA regarding uncertain tax positions had no effect on its financial position as management believes the company has no material unrecognized income tax benefits. The company would account for any potential interest or penalties related to possible future liabilities for unrecognized income tax benefits as penalty and interest expense. The company is no longer subject to examination by tax authorities for federal, state or local income taxes for periods before 2007.

Management Estimates

The preparation of financial statements in conformity with GAAPUSA requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The company has evaluated subsequent events through March 29, 2011, the date the 2010 financial statements were available to be issued, and March 3, 2010 with respect to the comparative 2009 financial statements.

Note 3 - Network Communications Equipment and Other Property and Equipment

	<u>2010</u>	<u>2009</u>
Communication and computer equipment	\$ 626,179	\$ 570,655
Network and router equipment	4,306,339	3,386,822
Furniture and equipment under capital lease	72,093	72,093
Furniture and fixtures	24,935	23,799
Leasehold improvements	45,655	43,965
	<u>5,075,201</u>	<u>4,097,334</u>
Accumulated depreciation	<u>(3,448,980)</u>	<u>(2,563,778)</u>
	<u><u>\$ 1,626,221</u></u>	<u><u>\$ 1,533,556</u></u>

See independent accountants' review report.

Access One, Inc.

Notes to Financial Statements

Years Ended December 31, 2010 and 2009

Note 4 - Deferred Line Installation Costs

	<u>2010</u>	<u>2009</u>
Line connection charges	\$ 770,706	\$ 530,666
Less accumulated amortization	<u>(418,095)</u>	<u>(259,477)</u>
	<u><u>\$ 352,611</u></u>	<u><u>\$ 271,189</u></u>

Note 5 - Customer Acquisition Costs

	<u>2010</u>	<u>2009</u>
Customer acquisition costs	\$ 460,892	\$ 394,405
Less accumulated amortization	<u>(182,204)</u>	<u>(143,373)</u>
	<u><u>\$ 278,688</u></u>	<u><u>\$ 251,032</u></u>

Note 6 - Deferred Optimization Costs

	<u>2010</u>	<u>2009</u>
Line connection charges	\$ 103,598	\$ 133,752
Less accumulated amortization	<u>(75,659)</u>	<u>(40,264)</u>
	<u><u>\$ 27,939</u></u>	<u><u>\$ 93,488</u></u>

Note 7 - Short-Term Borrowings - Bank

On June 11, 2010, the company entered into a line of credit agreement with Cole Taylor Bank. The line of credit is a revolving line of credit for \$2,000,000 and bears interest at the greater of prime rate and 5% per annum. Borrowings are secured by the company's assets and are subject to financial covenants related to the debt service charge coverage ratio and maintenance of a minimum level of tangible net worth. The stockholders of the company have personally guaranteed borrowings on this line of credit. As of December 31, 2010, maximum additional available borrowings on this line of credit were \$1,230,000. The agreement expires on June 1, 2012.

See independent accountants' review report.

Access One, Inc.

Notes to Financial Statements

Years Ended December 31, 2010 and 2009

Note 8 - Long-Term Debt

Long-term debt consists of the following:

	2010	2009
Note payable to American Chartered Bank, payable in 47 monthly installments of \$5,208 plus interest, and one final principal and interest payment of \$5,242; interest payable at prime plus ½%; due on December 14, 2011; secured by the general business assets of the company; certain financial and nonfinancial covenants exist; personally guaranteed by the stockholders of the company. Paid off in June 2010, in connection with the establishment of the new line of credit at Cole Taylor Bank.	\$ -	\$ 125,000
Note payable to former stockholder, payable in 66 monthly installments of \$50,543; interest payable at the greater of prime plus 1/2% or 5.25%; due on May 15, 2015. Subordinate to Cole Taylor Bank line of credit.	2,628,257	3,285,322
Less current maturities	(657,064)	(669,021)
	\$ 1,971,193	\$ 2,741,301

Maturities on long-term debt as of December 31, 2010 are as follows:

Year Ending December 31:		
2012	\$	606,521
2013		606,521
2014		606,521
2015		151,630
	\$	1,971,193

See independent accountants' review report.

Access One, Inc.

Notes to Financial Statements

Years Ended December 31, 2010 and 2009

Note 9 - Operating Leases

The company leases their office facilities and network equipment storage facilities under operating lease agreements. Minimum rent is recognized over the terms of the leases using the straight-line method. Total rent expense charged to operations amounted to \$425,820 and \$424,148 in 2010 and 2009, respectively.

The following is a schedule by year of future minimum rent payments under these leases as of December 31, 2010:

Year Ending December 31:	
2011	\$ 381,183
2012	402,505
2013	414,574
2014	427,015
2015	380,194
After	<u>15,194</u>
Total Minimum Payments Required	<u><u>\$ 2,020,665</u></u>

See independent accountants' review report.

Access One, Inc.

Notes to Financial Statements

Years Ended December 31, 2010 and 2009

Note 10 - Commitments

The company and the stockholders have entered into an agreement for the right of first refusal or an option to purchase shares of the company stock, based on certain events as stated in the stockholders' agreement.

On November 2, 2009, the company repurchased and retired 1,340,956 shares of the company's common stock from a former stockholder. In accordance with the terms in the purchase agreement, the purchase price of \$3,335,865 is payable in 66 monthly principal installments of \$50,543, commencing December 15, 2009, plus interest at the greater of prime plus ½% or 5.25% per annum (See Note 8).

As of December 31, 2009 there was an outstanding complaint against the company and the stockholders by the former stockholder alleging violations of the purchase agreement. This complaint was dismissed on May 5, 2010.

In 2010, the company was the defendant in a lawsuit related to misappropriation of trade secrets, interference with a contract and civil conspiracy. The company and the plaintiff reached a settlement on September 2, 2010. The terms of the settlement agreement required the company to pay \$100,000 in 11 monthly installments of \$8,333, commencing September 15, 2010.

Note 11 - Employee Benefit Plan

The company sponsors a 401(k) plan. All employees are eligible after reaching the age of 21 and completing 30 days of service. The company matches employee contributions at a rate of 40% on the first 5% of the compensation contributed by the employee. Total contributions amounted to \$68,262 and \$53,877 in 2010 and 2009, respectively.

Note 12 - Other Cash Flow Information

In 2010 and 2009, cash payments of interest were \$165,743 and \$29,380, respectively.

Cash payments of state taxes amounted to \$68,886 and \$42,481 in 2010 and 2009, respectively.

As of December 31, 2010 and 2009, accounts payable includes \$9,870 and \$79,062 of capital expenditures, respectively.

The company financed \$3,335,865 of the stock repurchase in 2009.

See independent accountants' review report.

Access One, Inc.

Notes to Financial Statements

Years Ended December 31, 2010 and 2009

Note 13 - Stock Option Plan

Through November 1, 2009, the company had a stock option plan to benefit key employees, officers and independent contractors. The number of common shares to which options could have been granted under this plan and which could be issued upon exercise could not exceed 400,000 shares.

The plan was accounted for under the Compensation Expense Topic regarding stock compensation of GAAPUSA. This Compensation Expense Topic focuses primarily on accounting for transactions in which an entity obtains employee services in share-based payment transactions and requires that the fair value of such equity instruments be recognized as an expense in the historical financial statements as services are performed.

The exercise price of the option grants could not be less than 100% of the fair market value of a share of common stock on the date the stock option was granted. The company's board determined the vesting period of each option granted under this plan. Each option was to terminate 10 years from the grant date or at earlier times as the option agreement provided. The plan was set to expire on July 18, 2012; however, the company terminated the plan effective November 2, 2009.

Option information for the year ended December 31, 2009 is as follows:

Outstanding as of beginning of year	171,000
Granted	-
Exercised	-
Forfeited/canceled/terminated	<u>171,000</u>
Outstanding as of end of year	<u>-</u>
Options exercisable as of end of year	<u>-</u>
Weighted-average price of options outstanding, beginning of year	<u>\$ 2.58</u>

See independent accountants' review report.



Blackman Kallick

Blackman Kallick, LLP
10 South Riverside Plaza, 9th Floor
Chicago, IL 60606

Phone: 312-207-1040

Independent Accountants' Review Report on Supplementary Information

Board of Directors
Access One, Inc.
Chicago, Illinois

Our report on our reviews of the basic financial statements of **Access One, Inc.** for 2010 and 2009 appears on page one. Those reviews were made for the purpose of expressing a conclusion that there were no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The information included in Schedules B-1 and B-2 is presented only for purposes of additional analysis and has been subjected to the inquiry and analytical procedures applied in the reviews of the basic financial statements, and we are not aware of any material modifications that should be made thereto.

Blackman Kallick, LLP

March 29, 2011

Access One, Inc.

Operating Expenses

Years Ended December 31, 2010 and 2009

	<u>2010</u>	<u>2009</u>
Cost of goods sold	\$ 13,257,493	\$ 13,256,618
Billing	454,499	448,932
Commissions	2,965,717	2,902,780
Salaries	5,336,512	5,106,707
Officers' salaries	1,339,144	1,137,431
Taxes - Payroll	505,528	456,860
State taxes	62,393	36,683
Advertising	108,825	47,011
Brochures and catalogs	9,025	4,476
Delivery	12,879	18,579
Depreciation and amortization	885,202	700,118
Insurance		
Employee group	213,412	173,863
General	87,206	88,579
401(k) contributions	68,262	53,877
Professional fees	655,061	636,360
Dues and subscriptions	6,659	21,962
Bad debts	84,808	449,248
Other	201,614	73,708
Office	42,267	44,568
Conferences	21,358	14,759
Outside services	448,009	539,921
Compliance fees	33,734	61,422
Credit card fees	21,728	21,836
Bank fees	49,529	57,193
State income taxes	6,493	10,661
Rent and occupancy	425,820	424,148
Repairs and maintenance	-	1,588
Supplies	6,662	7,467
Utilities	101,252	105,467
Travel	85,432	72,823
Meals and entertainment	129,882	132,128
	<u>\$ 27,626,405</u>	<u>\$ 27,107,773</u>
Total (Exhibit B)		

See independent accountants' supplemental review report.

Access One, Inc.

Supplemental Statements of Income

Years Ended December 31, 2010 and 2009

	2010	2009
Operating Revenues	\$ 28,307,077	\$ 27,497,358
Operating Expenses		
Cost of good sold	13,257,493	13,256,618
Billing	454,499	448,932
Commissions	2,965,717	2,902,780
Salaries	5,336,512	5,106,707
Officers' salaries	1,339,144	1,137,431
Taxes - Payroll	505,528	456,860
State taxes	62,393	36,683
Advertising	108,825	47,011
Brochures and catalogs	9,025	4,476
Delivery	12,879	18,579
Insurance		
Employee group	213,412	173,863
General	87,206	88,579
401(k) contributions	68,262	53,877
Professional fees	655,061	636,360
Dues and subscriptions	6,659	21,962
Bad debts	84,808	449,248
Other	201,614	73,708
Office	42,267	44,568
Conferences	21,358	14,759
Outside services	448,009	539,921
Compliance fees	33,734	61,422
Credit card fees	21,728	21,836
Bank fees	49,529	57,193
Rent and occupancy	425,820	424,148
Repairs and maintenance	-	1,588
Supplies	6,662	7,467
State income taxes	6,493	10,661
Utilities	101,252	105,467
Travel	85,432	72,823
Meals and entertainment	129,882	132,128
Total Operating Expenses	26,741,203	26,407,655
Earnings Before Interest and Depreciation	1,565,874	1,089,703
Interest and Depreciation		
Depreciation expense	885,202	700,118
Interest expense	165,743	37,045
Interest income	(261)	(1,930)
Total Interest and Depreciation	1,050,684	735,233
Net Income	\$ 515,190	\$ 354,470

See independent accountants' supplemental review report.