

**DOMESTIC AND INTERNATIONAL INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO DOMESTIC  
AND INTERNATIONAL INTEREXCHANGE TELECOMMUNICATIONS  
SERVICES FURNISHED BY:

**ACCESS ONE, INC.**

between certain points inside the United States and other points inside the United States and between certain points inside the United States and points outside the United States. Service may be provided by means of wire, satellite transmission, submarine cable, landline, and/or microwave radio, or any combination thereof.

International services are provided pursuant to FCC 214 Authorization, File No. ITC 98-340.

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CONCURRING, CONNECTING, OR OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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EXPLANATION OF SYMBOLS

When changes are made on any Tariff page, a revised page will be issued canceling the Tariff page affected; such changes will be identified through use of the following symbols:

- (R) To signify reduction.
- (I) To signify increase.
- (C) To signify changed regulations.
- (T) To signify a change in text but no change in rate or regulation.
- (M) To signify matter relocated without change.
- (N) To signify a new rate or regulation.
- (D) To signify discontinued rate or regulation.
- (Z) To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

SECTION I - APPLICATION OF TARIFF

This Tariff contains the regulations and charges that apply to domestic and international interexchange telecommunications reseller services provided by Access One, Inc. ("Carrier").

SECTION II - DEFINITIONS OF TECHNICAL TERMS

Application for Service - A standard order form that includes all pertinent billing, technical, and other descriptive information that will enable Carrier to provide the Services, as required.

Authorized User - A person, firm, corporation, or other entity authorized by Customer to receive or send communications

Carrier - Access One, Inc. unless the context indicates otherwise.

Customer - The person, firm, corporation, or other entity that orders or uses the Services and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing Service.

Premises - The space designated by Customer as its place or places of business for termination of Service, whether for its own communications needs or for resale to other Customers. In the case of a non-profit sharing group, the term "Premises" shall include space at each sharer's place or places of business, as well as space at Customer's place of business.

Service or Services - The telecommunications service or services provided by Carrier.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephones, and data sets.

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### SECTION III - REGULATIONS

#### A. LIMITATIONS OF SERVICE

Carrier offers Service to all those who desire to purchase Service from Carrier consistent with all provisions of this Tariff. Prospective Customers interested in Carrier's Services shall file an Application for Service with Carrier and identify the Services desired.

1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.
2. Carrier reserves the right to discontinue furnishing Service to Customer, upon delivery of a written notice, when necessitated by conditions beyond its control or when Customer is using the Service in violation of any provision in this Tariff, law, or the rules and regulations of the Federal Communications Commission.
3. Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier is required before any assignment or transfer may be effected. All regulations and conditions contained in this Tariff and all conditions for obtaining Service shall apply to all such permitted assignees or transferees.

#### B. USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, Authorized User, or joint user to share the cost of the Service, as long as the arrangement generates no profit for any participant in the arrangement.

##### 1. Minimum Service Period

The minimum period of Service is 30 days, unless otherwise stated in this Tariff or in the service agreement.

#### C. LIABILITY

1. The liability of Carrier for any claim of loss, expense or damage due to any interruption, delay, error, omission or defect in any of the Services, facilities or transmissions provided under this Tariff shall not exceed an amount equivalent to the proportionate charge to Customer for the period during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, one month is considered equivalent to have thirty (30) days. In no event will Carrier be liable for any general, indirect, incidental, consequential or special damages or for any lost profits, whatsoever, as the result of services provided by Carrier, even if advised of the possibility of such damages or lost profits.

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C. LIABILITY (continued)

2. Carrier shall not be liable for any claim of loss, expense or damage due to any interruption, delay, error, act, omission or other defect in the Services, facilities or transmissions provided under this Tariff if caused by (i) any person or entity other than Carrier, (ii) malfunction of any Services or facilities provided by any other carrier, (iii) an act of God, fire, war, civil disturbance or act of government, or (iv) any other cause beyond Carrier's direct control.
3. Carrier shall not be liable for, and shall be fully indemnified and held harmless by Customer against, any claim of loss, expense or damage, including indirect, special or consequential damage for:
  - a. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with contract, misappropriation, violation of contract, proprietary or creative right, or any other injury to any person, property or entity arising from the material, data, information or content revealed to Carrier or, transmitted, processed, handled or used by Carrier under this Tariff;
  - b. claims for patent infringement arising from connecting, combining or adapting Carrier's facilities with Customer's apparatus or systems;
  - c. all claims arising out of any act or omission of Customer in connection with any service provided by Carrier, or
  - d. all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party or person for any personal injury to or death of any person(s) or for any loss, damage, defacement or destruction of Customer's Premises or any other property, whether owned by Customer or others, caused or claimed to be caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of terminals or other equipment or wiring provided by Carrier, if not caused by gross negligence or willful misconduct of Carrier.
4. Carrier shall not be liable for any claims made by authorized independent agents not contained in the service agreement unless they are approved by an officer of Carrier, in writing, or contained in a document provided by Carrier.
5. No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.



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C. LIABILITY (continued)

6. CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

D. INTERRUPTION OF SERVICE

Credit allowance for interruption of Service that is not due to the negligence of Customer or to the failure of channels, equipment and/or communications systems provided by Customer or other carriers are subject to the general liability provisions set forth in Section C herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in Service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within his or her control and is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

E. RESPONSIBILITY OF CUSTOMER

1. Customer assumes general responsibilities in connection with the provisions and use of Carrier's Service. When facilities, equipment and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customer is responsible for the following.
- a. Customer is responsible for placing orders for Service, paying all charges for Service rendered by Carrier and complying with all of Carrier's regulations governing the Service. Customer is also responsible for assuring that its users comply with regulations.
  - b. When placing an order for Service, Customer must provide:
    - (1) the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
    - (2) the name(s), address(es), and telephone number(s) of a Customer-contact person(s).
  - c. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
    - (1) the negligence or willful act of Customer or user;
    - (2) improper use of Service; or
    - (3) any use of equipment or service provided by others.
2. Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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E. RESPONSIBILITY OF CUSTOMER (continued)

3 Credit Allowances

Credit for failure of Service or equipment will be allowed only when failure is caused by, or occurs in, facilities or equipment owned, provided and billed for by Carrier.

- a. Credit allowances for failure of Service or equipment shall begin either when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure, whichever occurs first, and shall cease when the operation of Service has been restored or the equipment becomes functional and an attempt has been made to notify Customer.
- b. Customer shall notify Carrier of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by (i) Customer-provided facilities, (ii) any act or omission of Customer, or (iii) in wiring or equipment connected to the terminal.
- c. Only those portions of the Service or equipment disabled will be credited. No credit allowances will be made for:
  - (1) interruptions of Service resulting from Carrier performing routine maintenance;
  - (2) interruptions of Service for implementation of a Customer order for a change in the Service;
  - (3) interruptions of Service caused by negligence of Customer or Customer's Authorized User; or
  - (4) interruptions of Service resulting from the failure of Service or equipment caused by Customer or Authorized User-provided facilities.

4. Cancellation by Customer

Customer may cancel Service any time by giving Carrier 30 days' prior notice, or, if Service is designated, after meeting the minimum service period requirements. Termination charges will apply if Customer cancels prior to the expiration of the minimum service period as provided in the service agreement. Such termination charge will be equal to either one month's usage as projected in Carrier's proposal for Service or the then current average monthly usage by Customer, whichever is higher, plus the aggregate of the monthly account charges for the remainder of the contract period.

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If Customer orders Service requiring special facilities dedicated to Customer's use and then cancels the order before the Service begins, before expiration of the minimum service period or before completion of some other time frame mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier that are not fully reimbursed to Carrier by any installation and monthly charges which may have already been paid to Carrier by Customer. If pursuant to the Customer's order, any construction has either begun or been completed, but no Service has been provided, the nonrecoverable cost of such construction shall be born by • Customer. Such charges will be determined on a case-by-case basis by Carrier in its sole discretion.

## 5. Payment and Billing

- a. Carrier may make any investigations of Customer's credit worthiness deemed necessary.
- b. Charges for Service are applied on a recurring and nonrecurring basis. Service is billed on a monthly thirty (30) day basis until the expiration or termination of the service agreement. Carrier may back bill up to six months, not including the current month. Payment is due upon Customer's receipt of the billing statement. Service will continue to be provided until canceled by Customer or Carrier in accordance with the provisions of this Tariff.
- c. A nonrecurring penalty fee (unless a lower rate is prescribed by law, in which event at the highest rate allowable by law) will accrue at a rate of one and one-half percent (1.5%) per month on any unpaid amounts owed to Carrier by Customer commencing 30 days after the billing statement has been delivered to Customers.
- d. Customer is responsible for payment of all charges for Service furnished to Customer, including, but not limited to, all calls originated at Customer's number(s); accepted at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed by using a calling card issued to Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for Services ordered by Customer will be billed to Customer monthly in advance.
- e. Customers of toll free services (e.g., 800 and 888 numbers) are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility will not change by virtue of (i) any use, misuse or abuse of such numbers by Customer-provided systems, equipment, facilities or services interconnected to Customer's toll free service, or (ii) any use, misuse or abuse of such numbers caused by third parties, including, without limitation, Customer's employees, other common carriers or members of the public who dial Customer's toll free service number(s) by mistake. Carrier will not honor a Customer's request to switch Customer's toll free number to another carrier until Customer has paid in full all amounts owed to Carrier.

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5 Payment and Billing (continued)

f. Service may be denied or discontinued, in Carrier's sole discretion, for non-payment of amounts owed to Carrier which are past the due date for such amounts. Restoration of Service will be subject to payment of all applicable installation charges by Customer.

g. Customer will be billed, and is responsible for, payment of all applicable local, state and federal taxes assessed in conjunction with Service used by Customer.

h. If Customer does not pay a due invoice, Carrier, at its discretion, may debit Customer's credit card number, if provided, for the full amount of the invoice, plus any late charges that may apply.

i. Customer is responsible for any costs incurred by Carrier for collection of Customer's unpaid bills, including attorney's fees.

6 Application of Charges

The charges for Service are those in effect for the period that Service is furnished to Customer. If the charge for a period covered by a bill changes after the bill has been delivered to Customer, the bill will be adjusted to reflect the new charges.

7 Deposits

Carrier reserves the right to require a deposit or usage prepayment by Customer equal to one month's estimated charges to such Customer.

Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument that is returned unpaid by a bank or another financial institution to Carrier for any reason, Carrier will bill Customer a one-time charge of \$50.00.

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## E. RESPONSIBILITY OF CARRIER

### 1. Calculation of Credit Allowance

Pursuant to limitations set forth in Section III-D, when Service is interrupted, the credit allowance will be computed on the following basis:

- a. No credit shall be allowed for an interruption of less than two hours.
- b. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues,
- c. When a minimum usage charge is applicable and Customer fails to meet such minimum usage charge due to a Service interruption, a credit shall be applied against that minimum usage charge. For each two hour that the interruption continues, the credit shall equal 1/360th of the minimum monthly charge to Customer. In this instance, a fractional period of more than one hour shall be treated as a two-hour period.
- d. If notice of a dispute as to charges is not received in writing by Carrier within thirty (30) days after the date of the billing statement, the billing statement shall be considered correct and shall be binding on Customer, unless Customer demonstrates that extraordinary circumstances prevented the timely delivery of such notice.

### 2. Cancellation of Credit

Where Carrier cancels any of the Services and the final service period is shorter than the monthly billing period, a credit will be issued to Customer for any amounts paid by Customer in advance for such Service or Services, prorated at a rate of 1/30th the monthly recurring charge multiplied by the number of days in the monthly billing period for which such Service or Services were not provided. This credit will be issued to Customer or applied against any balance remaining on Customer's account

### 3. Disconnection of Service by Carrier

Carrier may discontinue Service or cancel an Application for Service without incurring any liability for any of the following reasons:

- a. after ten days' written notice to Customer, for non-payment of any sum owed to Carrier by Customer that remains unpaid for more than 30 days after the date on which Carrier delivers the bill for such amounts to Customer;
- b. after ten days' written notice to Customer, in the event of a violation of any regulation governing the Services provided under this Tariff;
- c. after ten days' written notice to Customer, in the event customer billing is below the Minimum Monthly Volume Commitment set forth in the service agreement
- d. without notice to Customer, in the event of a violation of any law, rule or regulation of any governing authority having jurisdiction over the Services;

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RESPONSIBILITY OF CARRIER (continued)

3 Disconnection of Service by Carrier (continued)

- e. without notice to Customer, in the event Carrier is prohibited from furnishing Services by order of a court or other government authority having jurisdiction over Carrier,
- f. without notice to Customer, in the event of excessive call attempts on, or fraudulent use of, Carrier's network, and Carrier may seek legal recourse to recover all costs involved in enforcement of this provision;
- g. without notice to Customer, in the event Customer provides false or misleading Customer credit information;
- h. without notice to Customer, in the event Carrier detects fraudulent calls or calls inconsistent with Customer's customary traffic pattern;
- i. without notice to Customer, in the event Carrier discovers Customer's usage unreasonably exceeds Customer's normal usage or in the event of Customer usage beyond the credit limit without the written consent of Carrier; or
- j. without notice to Customer, in the event Carrier receives checks for any amount greater than \$50.00 that will not be honored by the Customer's bank.

4. Fractional Charges

Charges for a portion of a month are calculated by dividing the number of days remaining in the billing period during which Services will not be used by 30 and multiplying that amount by the applicable monthly service charge.

F. RESTORATION OF SERVICE

The use and restoration of Service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

G. GENERAL REGULATIONS

1. Timing of Calls

Chargeable time begins when connection is established between Customer and the calling or called station and ends when the calling station "hangs up".

2. Start of Billing

For billing purposes, the start of Service is the day following acceptance by Customer of Carrier's Service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation, as described in Section 111E-4 of this Tariff.

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GENERAL REGULATIONS (continued)

3. Interconnection

a. Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.

b. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided Terminal Equipment of communications systems with Carrier's facilities. Customers shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnections.

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## SECTION IV – SERVICES AND RATES

### A. Description of Services

#### 1. Switched Telecommunications Service

Switched Telecommunications Service consists of the furnishing of switched message telecommunications service between points in the United States and between points in the United States and international locations as specified herein. Service is available twenty-four (24) hours a day, seven days a week. Switched Telecommunications Service is provided only where facilities and billing capabilities permit

#### 2. Dedicated Telecommunications Service

Dedicated Telecommunications Service consists of the furnishing of telecommunications service to or from a specific location between points in the United States or between points in the United States and international locations as specified herein, featuring the use of dedicated special access type connection(s). Service is available twenty-four (24) hours a day, seven days a week. Dedicated Telecommunications Service is provided only where facilities and billing capabilities permit

#### 3. Toll Free Service

Toll Free Service is a usage-based service, available for domestic calling only, where calls are dialed with a specific prefix (e.g., 800 or 888) and paid for by the subscriber of the service rather than the calling party. Customer is responsible for all charges for use of Carrier's network arising from calls placed to Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit

#### 4. Calling Card Service

Calling Card Service allows a Customer to have a domestic or international call billed to a specific calling card rather than to the phone line from which the call is originated. If the calling line is presubscribed to the Carrier, then the Customer can dial 0+, the called number and the full calling card number when the network signals that it is ready. Calling Card Service is provided only where facilities and billing capabilities permit.

#### 5. Directory Assistance Service

Directory Assistance Service is available for domestic calling only In Customers who dial 1 + (NPA) + 555-1212 from lines presubscribed to Carrier. Up to two requests for numbers maybe made on each call to Directory Assistance. A charge will apply whether or not the Directory Assistance bureau furnishes the requested telephone number(s). Directory Assistance Service is provided only where facilities and billing capabilities permit.



B. RATESANDCHARGES

1. Switched Telecommunications and Toll Free Services

- a. Domestic rates - The following usage charges apply to Carrier's interstate switched telecommunications and toll free services. Term and volume discounts may apply. Billing will be rounded to the nearest penny for each call. There is a \$15.00 per month usage minimum for toll-free services.

Standard Access One Service Agreement

Calls under this plan are billed in six-second increments with a six-second minimum.

<u>Minimum Usage</u>	CPM	<u>Under Minimum Usage Penalty</u>
\$150.00/month	\$0.0490	\$10.00

Easy Saver Service Agreement

Calls under this plan are billed in six-second increments with a thirty-second minimum.

<u>Minimum</u>	CPM	<u>Under Minimum Usage Penalty</u>
\$25.00/month	\$0.0550*	\$3.00* one year term agreement required
\$25.00/month	\$0.0590**	\$3.00 ** month-to-month agreement

- b. Alaska - The following usage charge applies to Carrier's interstate switched telecommunications and toll free services. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call. There is a \$15.00 per month usage minimum for toll-free services.

	<u>CPM</u>
i. Switched Telecommunications Service	\$0.50
ii. Toll Free Service	\$0.60

B. RATESANDCHARGES(continued)

- c. Hawaii - The following usage charge applies to Carrier's interstate switched telecommunications and toll free services. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call. There is a \$15.00 per month usage minimum for toll-free services.

	<u>CPM</u>
i. Switched Telecommunications Service	\$0.50
ii. Toll Free Service	\$0.60

- d. Puerto Rico/U.S. Virgin Islands - The following usage charge applies to Carrier's interstate switched telecommunications and toll free services. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call. There is a \$15.00 per month usage minimum for toll-free services.

	<u>CPM</u>
i. Switched Telecommunications Service	\$0.18
ii. Toll Free Service	\$0.23

- e. Guam - The following usage charge applies to Carrier's interstate toll free services. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call. There is a \$15.00 per month usage minimum for toll-free services.

	<u>CPM</u>
i. Toll Free Service	\$0.35

- f. Saipan - The following usage charge applies to Carrier's interstate toll free services. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call. There is a \$15.00 per month usage minimum for toll-free services.

	<u>CPM</u>
i. Toll Free Service	\$0.72

- g. International rates - The usage charges that apply to Carrier's outbound international switched telecommunications service are published on Carrier's web site. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call.

- h. The following usage charge applies to Carrier's interstate switched and dedicated services for portions of South Dakota, Minnesota, Iowa, and Nebraska with the following area code and prefix combinations:

<u>Area Code</u>	<u>Prefix</u>
712	432
712	338
712	775
218	862
218	339
218	844
218	548
218	486
218	936
218	237
218	895
218	632

	<u>CPM</u>
i. Switched Telecommunications Service	\$0.35
ii. Dedicated Telecommunications Service	\$0.35

**B. RATESANDCHARGES(continued)**

**2. Dedicated Telecommunications and Toll Free Services**

- a. Domestic rates - The following usage charges apply to Carrier's interstate dedicated telecommunications and toll free services. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call. There is a \$15.00 per month usage minimum for toll-free services.

<u>Minimum Usage</u>	<u>CPM</u>	<u>Under Minimum Usage Penalty</u>
\$1,500.00/month	\$0.0390	"make up to minimum"
\$2,500.00/month	\$0.0375	"make up to minimum"
\$4,000.00/month	\$0.0350	"make up to minimum"
\$7,500.00/month	\$0.0325	"make up to minimum"
\$15,000.00/month	\$0.0300	"make up to minimum"
\$25,000.00/month	\$0.0285	"make up to minimum"
\$50,000.00+/month	\$0.0265	"make up to minimum"

- b. Alaska - The following usage charge apply to Carrier's interstate dedicated telecommunications and toll free services. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call. There is a \$15.00 per month usage minimum for toll-free services.

	<u>CPM</u>
i. Dedicated Telecommunications Service	\$0.50
ii. Toll Free Service	\$0.60

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- c. Hawaii - The following usage charge apply to Carrier's interstate dedicated telecommunications and toll free services. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call. There is a \$15.00 per month usage minimum for toll-free services.

	<u>CPM</u>
i. Dedicated Telecommunications Service	\$0.50
ii. Toll Free Service	\$0.60

- d. Puerto Rico/U.S. Virgin Islands - The following usage charge apply to Carrier's interstate dedicated telecommunications and toll free services. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call. There is a \$15.00 per month usage minimum for toll-free services.

	<u>CPM</u>
i. Dedicated Telecommunications Service	\$0.13
ii. Toll Free Service	\$0.21

- e. Guam - The following usage charge applies to Carrier's interstate toll free services. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call. There is a \$15.00 per month usage minimum for toll-free services.

	<u>CPM</u>
i. Toll Free Service	\$0.32

- f. Saipan - The following usage charge applies to Carrier's interstate toll free services. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call. There is a \$15.00 per month usage minimum for toll-free services.

	<u>CPM</u>
i. Toll Free Service	\$0.69

- g. International rates - The usage charges that apply to Carrier's outbound international switched telecommunications service are published on Carrier's web site. Term and volume discounts may apply. Calls are billed in six-second increments with a six-second minimum. Billing will be rounded to the nearest penny for each call.

B. RATESANDCHARGES(continued)3. Calling Card Services

- a. Domestic rates - Domestic rates - The following are the usage charges that apply to Carrier's interstate Calling Card Service Calls are billed in one-minute increments. Billing will be rounded to the nearest penny for each call.

Rate per minute:	\$0.169
Offshore termination:	\$0.43
Offshore origination:	\$0.43
Canada termination:	\$0.32
Manual completion surcharge:	\$0.75
International call surcharge:	\$1.25
Dialing instructions:	\$0.75
Audio text:	\$0.40
Voice mail	
Individual, group, or guest:	\$0.40
Direct in 800 number:	\$10.00
Conference calling per minute:	\$0.40
Operator assistance surcharge per call:	\$1.50
Voice message delivery (up to 3 minutes):	\$0.40
Delivered message per minute:	\$0.40
Directory assistance per call (US &	\$4.50

- b. International rates - The usage charges that apply to Carrier's international Calling Card Service are published on Carrier's web site. Calls are billed in one-minute increments. Billing will be rounded to the nearest penny for each call.

4. Directory Assistance Service

- a. Domestic Directory Assistance Rates — The following are the usage charges that apply to Carrier's interstate Directory Assistance Service.

Rate per directory assistance call (US & Canada):\$1.00

- b. 8XX Directory Assistance Listing

i. Listing	\$28.00/month
ii. One time set-up fee	\$40.00
iii. 8XX Directory	\$4.50
Assistance Query	
iv. VIA Directory Express	\$4.50

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**B**     RATES AND CHARGES (continued)**5**     Accounting Services

- |    |   |         |
|----|---|---------|
| a. | Non-verified Accounting Code set-up fee               | \$25.00 |
| b. | Non-verified Accounting Code monthly recurring charge | \$10.00 |
| c. | Verified Security Code set-up fee                     | \$25.00 |
| d. | Verified Security Code monthly recurring charge       | \$15.00 |

**6**     Restoration Fee

A \$100.00 reconnection fee and payment of all collection costs and outstanding bills will be required to reestablish Customer's Service if Service is discontinued under the provisions of this Tariff.

**7**     Management Fee

A \$5.00 management fee will be assessed when Customer's account bills for less than the Minimum Monthly Volume Commitment set forth in the service agreement.

**8.**     Regulatory Compliance Fee

A fee to reimburse Access One for the costs incurred to maintain compliance with governmental authorities' regulatory requirements. The amount of the fee is 4.97% of the invoice.

**9.**     National Access Fee

A national access fee will be charged when Access One is the long distance carrier for reimbursement to the facilities network provider.

- |    |               |         |
|----|---------------|---------|
| a. | Circuits      | \$19.95 |
| b. | POTS Lines    | \$ 3.25 |
| c. | Centrex Lines | \$ 0.44 |

**10.**    Toll Free Monthly Management Fee

A toll free monthly fee in the amount of \$5.00 will apply for each toll free number.

**11.**    Non-RBOC Traffic Surcharge

A surcharge in the amount of \$0.04 per minute of use for the number of minutes by which the Customer's Non-RBOC terminations (or originations for 8xx service for in-bound) exceed 20% of Customer's total usage of the services.

**12.**    Short Call Duration Surcharge

A surcharge in the amount of \$0.012 per Short Duration Call; defined as a call that has a duration of 6 seconds or less.

**B. RATES AND CHARGES (continued)****13. EUCL Fee**

A EUCL fee will be charged when Access One is the local carrier for costs incurred to maintain its network and enable its local customers to receive calls from the customers of other carriers.

- a. Circuits \$19.95
- b. POTS and Centrex Lines

<u>State</u>	<u>Surcharge Terminology on Customer's Bill</u>	<u>MRC</u>	<u>POTS/ Centrex</u>
California	California EUCL Fee	\$4.49	Both
Illinois	Illinois Monthly Federal	\$4.88	Both
Indiana	Federal Access Charge EUCL	\$5.89	Both
Michigan	Federal Access Charge EUCL	\$5.72 \$0.48	POTS Centrex
Ohio	Federal Access Charge	\$5.76	Both
Wisconsin	EUCL	\$5.44	Both

**14. Network Maintenance Fee**

The network maintenance fee of \$10.45 per customer location covers the costs incurred by Access One to maintain its network infrastructure.

**C. PRICING INCREASES**

Upon thirty (30) days prior written notice to Customer, Carrier may 1) increase the rates for its Services and Fees and MRCs or 2) impose a surcharge for calls that terminate in high cost areas (non-standard termination points).

**D. SPECIAL PRICING ARRANGEMENTS**

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

**E. PROMOTIONS**

Carrier may, from time to time, engage in national promotional offerings or trials designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier. These promotions will be filed with the FCC with specific starting and ending dates. Promotions will not run longer than 90 days in any 12-month period.

Mark A. Jozwiak, President  
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