

# **SERVICE GUIDE**

Access One, Inc.

Effective: December 1, 2011  
Latest Update: March 1, 2021

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## **ACCESS ONE, INC.**

### **SERVICE GUIDE**

This document contains the terms, conditions, descriptions, rules and regulations, and other information applicable to the furnishing of products and services provide by Access One. At its discretion, Access One may waive, modify or amend this Service Guide at any time. Any such amendment or modification becomes effective thirty (30) days after posting the amendment or modification to this Service Guide.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS AND DEFINITIONS

### **“800” Number:**

An interexchange service offered by the Company for which the called party is assigned a unique 800-NXX-XXXX or any other NPA, and is billed for calls terminating at that number.

### **Account Code:**

A numerical code, one or more of which are available to a customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

### **Authorized User:**

A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange Service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

### **Bandwidth:**

The amount of data (quantified as Mbps (“M”) or Gbps (“G”)) made available to Customer as specified in the RFS, or in the event of usage based billing, the amount of data actually transmitted by Customer’s Equipment.

### **Bandwidth Commitment:**

The Customer’s commitment in a given month to pay for a certain level of Bandwidth. Customer agrees to pay the MRC specified on the RFS as a minimum monthly charge regardless of actual usage. A Bandwidth Commitment must be specified on the RFS to be applicable.

### **Burst Bandwidth:**

The amount of Bandwidth usage in excess of a Bandwidth Commitment. Any usage in excess of the Bandwidth Commitment will incur additional MRC based on the 95th Percentile Calculation where samples of average Bandwidth utilization rates of both inbound and outbound traffic from Customer port(s) are collected in five (5) minute intervals over a calendar month, and the highest five percent (5%) of samples are discarded and the next highest sample is chosen to represent the 95th percentile calculation for that month.

### **Business Service:**

A service that conforms to one or more of the following criteria:

- A. used primarily for paid commercial, professional or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

### **Calling Card:**

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a prearranged basis.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS AND DEFINITIONS *(Continued)*

**Colocation:**

A cage or suite in a secure data center designed to house critical IT gear and provide disaster recovery situations.

**Commencement Date:**

Also referred to as “Service Commencement Date.” When the necessary services or facilities (including loop installation, if applicable) to Customer’s building have been delivered and are available for use. The MRCs will begin billing on the Service Commencement Date.

**Commission:** Federal Communications Commission or “FCC”

**Company:** Access One, Inc.

**Credit Card:**

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment.

**Customer:**

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with the terms and conditions contained herein.

**Customer Premise Equipment:**

Also referred to as “CPE”. The associated equipment located at Customer’s premises and connected with Company’s network.

**Customer Service Agreement:**

Also referred to as the “CSA”. The written agreement executed by the Customer and the Company. The CSA contains the terms, conditions, and other provisions that govern the relationship between the Customer and the Company.

**Dedicated Access:**

Non-switched access between a Customer’s premises and the point of presence of the Company or the Company’s underlying carrier.

**Dedicated Line:**

A telecommunications path between two points that is available 24 hours a day for use by a designated user (individual or company). It is not shared in common among multiple users as dial-up lines are. A dedicated line can be a physical path rented from a telephone company (a “Leased Line”). A dedicated line is a nonswitched line (as opposed to a *switched* or dial-up line).

**Dedicated Service:**

A service that is not shared in common among multiple users. It is a dedicated path or connection to the Internet using a Leased Line that provides for high speed, large bandwidth connections.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS AND DEFINITIONS *(Continued)*

### **Disconnect or Disconnection:**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**DID:** Direct Inward Dialing. A DID is a telephone number assigned to a dedicated local circuit.

**DNIS:** Dialed Number Identification Service. A feature of toll free (800, 544, 866, 877, 888) lines. DNIS numbers are used to automatically identify to the customer phone system a specific employee station to which a call should route.

**DS3:** North American equivalent of 28 T1 circuits, providing 45 Mbps of bandwidth.

### **Dynamic Allocation:**

The ability to instantly divide large, high capacity bandwidth resources among multiple applications. Each application is provided with only that share of the bandwidth required at that moment, allowing other applications to use remaining bandwidth. Access One Dyversaband® features Dynamic Allocation.

### **E911 Service Area:**

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

### **Ethernet:**

Ethernet is a packet-based transmission protocol that is primarily used in LANs. Ethernet can be provided on twisted pair, coaxial cable or optical fibers.

**EoC:** Ethernet services provided to the customer location over a copper pairs connection. This mechanism uses spare copper cabling previously reserved for landlines and is dependent on the customer's building location.

**EoF:** Ethernet services provided to the customer location over a Fiber Optic connection. This mechanism is dependent on the customer's building location.

**EoS:** Ethernet services provided to the customer location over a Serial, or T1, connection. This mechanism is dependent on the customer's building location.

**Hub:** Location on a network where many circuits are brought together and aggregated into a single connection, often at a higher speed.

### **Hub-And-Spoke:**

VPN Private Networking configuration in which each spoke/remote location can send and receive data through a VPN tunnel.

### **IP Address:**

Internet Address. The addressing method by which users connect to the Internet.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS AND DEFINITIONS *(Continued)*

### **Mesh VPN:**

Private Networking configuration in which each spoke/remote location can send and receive data through a VPN tunnel directly to remote/spoke sites. This is achieved without communicating through the Hub location, thereby offering any-to-any connectivity.

### **Move, Add or Change (MAC) requests:**

A Customer may request moves, additions or changes to its services as originally ordered. Non-recurring charges will apply for MAC requests as described in this Service Guide.

### **MPLS:**

Multi-Protocol Label Switching. A family of telecommunications engineering standards in which networks make data packet forwarding decisions based on a pre-defined custom label and path.

### **MRC:**

The monthly recurring charge to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

### **NPA:**

The three-digit area code that precedes a seven digit telephone number.

### **NRC:**

Non-recurring charge. The initial charge(s), usually assessed on a one-time basis, to initiate and establish service.

### **Order Form:**

Also referred to as “Request for Services” or in some instances referred to as “Schedule of Work.” The written form executed by the Customer and the Company that contains the identification, description, pricing, term length, and other terms relating to the specific Services.

### **Primary and Secondary Hub-And-Spoke VPN:**

Private Networking configuration in which each spoke/remote location can send and receive data through a VPN tunnel with a backup (Secondary) Hub chosen for redundancy.

### **Private Line:**

A secure dedicated connection between two locations that can support voice, video and data.

### **QoS:**

Quality of Service is the process of prioritizing packets of data. Packets with the highest priority will be handled first by a router receiving multiple transmissions.

### **Redundancy:**

Backup or duplication of critical network elements in order to ensure system and network reliability.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS AND DEFINITIONS *(Continued)*

### **Request for Services:**

Also referred to as the “RFS”. The written Order Form executed by the Customer and the Company. The RFS contains the identification, description, pricing, term length, and other terms relating to the specific services.

### **Schedule of Work:**

Also referred to as the “SOW”. A type of written Order Form executed by the Customer and the Company that contains the identification, description, pricing, term length, and other terms relating to the specific services.

### **Service(s):**

The Internet, voice, data and other telecom services (the “Services”) that the Company provides to the Customer as described in one or more Order Forms.

### **Service Commencement Date:**

See “Commencement Date” definition.

### **SIP:**

Session Initiation Protocol. The industry leading telecommunications engineering protocol for initiating and managing Voice over IP (VoIP) calls.

### **SMS:**

Short Message Service. Also referred to as a “text message”. With a SMS, you can send a message of up to 160 characters to another device.

### **Spoke:**

Remote location on a Virtual Private Network connected to the main/Hub location.

### **Subscriber:**

See “Customer” definition.

### **T1:**

A North American digital circuit with a bandwidth speed of 1.544 Mbps.

### **User:**

Any person or entity that obtains the Company’s services provided herein, regardless of whether such person or entity is so authorized by the Customer.

### **Voice Compression:**

A process in which unwanted signals are suppressed and ambient noise and packets not containing speech are discarded. This mechanism is used to optimize circuit bandwidth.

### **VoIP:**

Voice over Internet Protocol technology allows for the transmission of voice communications over IP networks such as the Internet.

### **VPN:**

A Virtual Private Network that securely transmits phone calls and corporate data across multiple sites throughout a company/enterprise.

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## SECTION 2 – RULES AND REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY

- 2.1.1. All services provided are subject to the Rules and Regulations contained in this section. At its discretion, the Company may waive or modify these Rules and Regulations at any time.
- 2.1.2. The Company utilizes various underlying carriers to provide network services for its customers, and the Company reserves the right, without consent of Customer, to change underlying carriers at any time during the term of the CSA.
- 2.1.4. For those products and services that are subject to usage charges, Customer's monthly usage charges for Company's services are based on the total time Customer actually uses the service. For those products and services that are subject to burstable charges, Customer's monthly burstable/usage charges are set forth in the Burst Bandwidth definition in Section 1 above.
- 2.1.5. Request for service by the Customer will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.
- 2.1.6. Customer Proprietary Network Information ("CPNI"). The Company will use commercially reasonable means to protect the confidentiality of Customer's account information. The Company will authenticate callers requesting CPNI or changes to Customer's account, including adding new services. The Company will establish a password and reminder question for Customer's account as directed by the FCC. Customer shall diligently protect this information to prevent unauthorized persons from accessing Customer's account.
- 2.1.7. Privacy Policy. The Company's Privacy Policy can be found at:  
<https://www.accessoneinc.com/sites/default/files/Policies-Privacy-Policy.pdf>

### 2.2 LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to the availability of necessary facilities and/or equipment, on a continuing basis and without unreasonable expense, and subject to the provisions contained herein. The Company reserves the right to limit or to allocate the use of existing facilities, or to decommission facilities previously offered by the Company, whether in the Company's sole discretion or due to some other cause beyond the Company's control.
- 2.2.2. The Company may discontinue furnishing Services immediately and without notice if the Company deems that such action is necessary to prevent or protect against activity that would compromise the Company's network or violate Commission rules. Such prohibited use includes (without limitation) excessive termination to a single central office in excess of that location's termination capacity; sequential dialing; call blasting; fax broadcasts; excessive incomplete calls, and any traffic or activity that would compromise the Company's network or violate either the provisions contained herein or Commission rules.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, process or code. All rights, titles and interests remain solely with the Company at all times.



# SERVICE GUIDE

## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### 2.2.4 Scope of Work

#### **Access One – Direct Dedicated Internet Access and Dyversaband**

Customer's order for Dedicated Internet Access will be scheduled for Test and Turn Up (TTU) with the Company's Network Services department. The provisions of this Statement of Work are subject to the terms and conditions contained in the CSA and the Order Forms.

#### **Access One is responsible for:**

- Ordering network facilities and working with other telecommunications carriers to obtain local loops where required.
- Ordering, configuring and installing the Company provided router(s). This includes programming all the Company's provided IP addresses into the Company's provided equipment.
- Testing of the local loops and troubleshooting issues with the underlying carrier(s).
- Verifying latency within the Company's network meets the appropriate network standards.
- Providing a Customer cut sheet containing circuit ID's, LAN Block, Default Gateway, Subnet Mask and usable IP addresses and VLAN ID if applicable.
- NAT, DHCP and Reverse DNS are additional features provisioned by the Company when indicated on the customer order form.

#### **Access One is NOT responsible for:**

- Ordering, configuring, or installing any customer provided equipment.
- Latency issues beyond the Company's provided network connection.
- Resolving incompatibilities between Customer workstations additional routers, servers, switches or firewalls.
- Being in any way responsible for the applications within the Customer's LAN.

#### **Customer is responsible for:**

- Designating a technical point of contact to work with the Company to lend technical support for a successful implementation.
- Providing the Company with all network information required to complete a successful implementation including Private IP LAN block information, NATing, and or DHCP.
- Enabling the Company's field personnel or designated party to access the premise(s) as required for CPE installation and trouble shooting.
- Configuring, cabling, installation and support of Customer LAN equipment (including routers, firewalls, and servers) and providing necessary application software for such applications.
- Management, maintenance, and support of any equipment not expressly provided by the Company.

For purposes of this Statement of Work, configuring of equipment is defined as accessing the equipment (either remotely or on-site), downloading or changing settings, options, or IP addresses in any way. In the event the Company is asked to provide services above and beyond this Statement of Work, the Company may offer to provide additional technical support directly or through a third party, and Customer shall be responsible for payment of the charges from these third parties and/or the Company's charges at the rates listed in Section 5 of this Service Guide.

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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### 2.3 USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be re-sold to any third party without the Company's written consent.
- 2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.4. Customer expressly agrees not to use the Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If the Company determines, in its sole discretion, that Customer's use of the Services is excessive or in violation of this Agreement, the Company reserves the right to terminate or modify the Services immediately and without notice.
- 2.3.5. Acceptable use policy. Customer's use of the Company's services is governed by the Access One Terms of Use, which is available at: [www.accessoneinc.com/terms-of-use](http://www.accessoneinc.com/terms-of-use) , and Customer's failure to abide by the Access One Terms of Use may constitute a material breach of the CSA which could result in the termination of the services.

### 2.4 LIABILITIES OF THE COMPANY

- a. Customer shall pay for all charges pertaining to Customer's services and equipment, including but not limited to installation of new service and wire maintenance (unless waived in writing by the Company) including charges which are billed directly by third parties.
- b. The Company's sole liability to Customer for interruption of service or failure of equipment shall be limited to that amount of the Company's actual fixed charges incurred by Customer during the period of such interruption, and the Company records such interruption or failure in its trouble ticket system.
- c. The Company shall not be liable for any interruption caused by the negligence or willful acts or omissions of Customer or any third party furnishing any portion of the service hereunder. The Company makes no warranties (expressed or implied) including but not limited to any warranty of merchantability or fitness for a particular purpose or use. In no event shall the Company be liable to Customer or any other person or entity for general, special, indirect, incidental or consequential damages (including but not limited to lost revenues or lost profits) as a result of the services provided by the Company, including without limitation the failure of 911/E911 or other features, even if the Company has been advised of the possibility thereof.

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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### LIABILITIES OF THE COMPANY, Continued

- d. Customer shall be liable to the Company for any loss or theft or damage to any CPE located on Customer's premises. Customer shall defend, indemnify, and hold the Company harmless from any and all claims arising from Customer's use of the Company's service and equipment including claims for defamation, infringement or copyright, trademark and other intellectual property as a result of the contents of Customer's use and transmissions.
  - e. The Company is not liable for 900/976 charges that may result if the 900/976 call blocking features becomes inoperative or if call blocking fails to be installed on all applicable Customer lines. The Customer shall be fully liable for all such charges.
  - f. The Company shall not be liable for and Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party or person, for any personal injury to or death of any person(s), and for the 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, operation, failure to operate, maintenance, removal, condition, location or use of terminal(s) or other equipment that is not the direct result of the Company's negligence or willful misconduct. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- 2.4.1. Force Majeure. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including without limitation, unavoidable interruption in the working of its circuits or those of another carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, request of the United States Government or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, or other instrumentality or any one or more of such governmental entities or instrumentality, or of any civil or military authority; insurrections, riots, rebellions, wars, national emergencies, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this document to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.2. Disputed Charges. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company in writing and within thirty (30) days from date of invoice of any dispute concerning charges for the call(s) giving rise to such dispute or claim, or the basis of any claim for damages unless ordered by the Commission pursuant to state or federal law. The Company shall not be responsible for the claims made outside the thirty (30) day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.3. Calling Card Services. The Company shall not be liable for any damages (including usage charges) that the Customer may incur as a result of unauthorized use of its Calling Card services. The Customer shall be fully liable for all such charges.

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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### LIABILITIES OF THE COMPANY, Continued

- 2.4.4. Unauthorized and Fraudulent Use. The Company shall not be liable for any damages (including usage charges) that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

Although the Company has been successful in identifying fraudulent calling to limit its customers' exposure to fraud resulting from the operation of customer-provided equipment, systems, facilities or services which are interconnected to the Company's services, the Company is subject to certain limitations, and therefore the Company does not make any claims or assurances relative to its ability to identify or provide notice to its customers of fraudulent or unauthorized use. It is the responsibility of Customer to secure all Customer-provided equipment. Customer remains liable for all charges resulting from the unauthorized or fraudulent use of such systems. Upon request, the Company will assist Customer to identify, correct, and minimize the misuses or abuse through timely reconfiguration and restriction of service that is provided by the Company.

At Customer's request, Company shall selectively block and take other actions which are reasonable under Company's control in order to limit or prevent unauthorized calling resulting from the operation of Customer-provided systems, equipment, facilities, or services. Upon request, Company shall assist Customer 1) in the referral of all relevant information to State or Federal officials for the purposes of prosecuting those individuals responsible for the abuse or misuse of a Customer's service, and 2) in the preparation and submission of relevant information under Company's control in all legal actions which Customer may bring against third parties responsible for the abuse or misuse of the Customer's service. Further explanation of unauthorized and fraudulent use can be found at [https://www.accessoneinc.com/sites/default/files/Fraud Prevention-Disclosure.pdf](https://www.accessoneinc.com/sites/default/files/Fraud%20Prevention-Disclosure.pdf).

- 2.4.5. Unauthorized and Fraudulent Use (continued).  
International Call Blocking. The Company and Customer shall be governed by the following definition regarding International call blocking:
- a) International Call Blocking is an included feature with Customer's service at no extra charge. Access One automatically blocks International calls unless directed by the Customer to allow/unblock these International calls. International Call Blocking does not include calls to Canada, Puerto Rico, the U.S. Virgin Islands, most Caribbean nations, and any other countries within the North American Numbering Plan (NANP - as defined below) with dialing plans similar to the U.S. Calls to most countries that are included in International Call Blocking are initiated by dialing: 011 + country code + phone number.

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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### LIABILITIES OF THE COMPANY, Continued

- b) North American Numbering Plan (NANP) is an integrated telephone numbering plan administered by NeuStar which encompasses 24 countries and territories, including (without limitation) the United States and its territories, Canada, Bermuda and 17 Caribbean nations, including Anguilla, Antigua and Barbuda, Bahamas, Barbados, British Virgin Islands, Cayman Islands, Dominica, Dominican Republic, Grenada, Jamaica, Montserrat, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago, and Turks and Caicos. Although NANP calls are sometimes described as “NANP International calls,” Access One’s International Call Blocking does not include calls to countries within NANP. Calls to countries within NANP are initiated by dialing: 1 + area code + 7-digit phone number just like you would place a U.S. interstate call. Customers desirous of blocking calls to countries within NANP should program their PBX or other equipment to block those calls.

#### 2.4.6. With respect to Emergency Number 911 Service:

- a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. EXCEPT FOR ACCESS ONE’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CUSTOMER SPECIFICALLY AGREES THAT IN NO EVENT WILL ACCESS ONE OR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH ANY USE OF OR INABILITY TO USE EMERGENCY 911 SERVICES, AND CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ACCESS ONE AND THE INDEMNIFIED PARTIES FROM ANY AND ALL LIABILITIES, LAWSUITS, DAMAGES, JUDGMENTS, AND EXPENSES THAT MAY ARISE FROM ANY USE OF OR INABILITY TO USE 911/E-911 AND PS/ALI SERVICES.
- b) When a Customer with a non-published telephone number 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 the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this document, the Customer agrees to the release of such information under the above provision.
- c) It is crucial that all Customer’s phone numbers and DIDs get uploaded to the E-911 database. If Customer originates a 911 call that is received by the E-911 provider for which no calling number record can be found in the E-911 database, the call shall route to an emergency call center for handling. Call center personnel will attempt to query the caller for location information and manually route the call to the caller’s serving PSAP.
- (i) This may delay the ability for emergency service personnel to respond to a call.
- (ii) Any such 911 calls described in this subsection “c” that are routed to an emergency call center will incur a fee of \$100.00, and Customer shall be responsible for the payment of those fees.

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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### LIABILITIES OF THE COMPANY, Continued

- d) The Company will 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 herein. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.
- e) The Company will operate as specified in its agreements with Customers. Due to the interdependence among telecommunications companies and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for failures including, but not limited to, failures caused by: (1) other carriers, (2) customer premise equipment; or (3) Customer. In addition, the Company does not ensure compatibility between Company services and non-Company services used by Customer.

#### 2.4.7. With Respect to VoIP Service - Disclosure

##### Non-Availability of Traditional 911 or E911 Dialing Service.

Access One provides many technology and telecommunications solutions for its business customers. These solutions include Voice Over Internet Protocol services (“VoIP Services”). As compared to the E911 access capability available with traditional telephone service, there are differences in the E911 access capability available with VoIP Services. The FCC has mandated that VoIP Service providers (like Access One) must inform its customers of these differences and how that may affect users’ ability to access E911 services. Also, portable interconnected VoIP services can be used from virtually any internet connection anywhere, which raises challenges for the emergency services community in determining the location from which a 911 call has originated.

##### (1) VOIP SERVICES MAY NOT OPERATE DURING CERTAIN SITUATIONS.

- a. **Commercial power outages** could result in the loss of voice and data service, including access to E911 services. Once power service is restored, you may be required to reset or reconfigure your equipment before you will be able to use VoIP Services to contact E911 services. You are encouraged to implement a battery backup system for VoIP Services. Access One does not provide backup battery power with its VoIP Services.
- b. **Disruption in your broadband connection** could result in the loss of voice and data service, including access to E911 services. Once your broadband connection is restored, you may be required to reset or reconfigure your equipment before you will be able to use VoIP Services to contact E911 services.
- c. **Suspension of your services** could result in the loss of voice and data service, including access to E911 services. Once your services are restored, you may be required to reset or reconfigure your equipment before you will be able to use VoIP Services to contact E911 services.
- d. **Network congestion or other network problems** could result in your calls being dropped or delayed, including calls to E911 services. Your E911 calls may take longer to connect than E911 calls made using traditional telephone service.

# SERVICE GUIDE

## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### VOIP SERVICES DISCLOSURE, Continued

- (2) **VOIP SERVICES E911 CALLS MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU.**
- a. **Nomadic usage.** If you wish to move your device(s) to an alternate physical address (even if the move is temporary or short term), please contact the Access One Customer Service representatives at (800) 804-8333 and provide the alternate physical address information. Your failure to provide this information could result in your E911 calls being routed to emergency personnel who will not be able to assist you.
  - b. **Change of address.** If you wish to move your premise device to a new service address or if you notice that the service address information identified in your contract or bill is inaccurate, please contact the Access One Customer Service representatives at (800) 804-8333 and provide the updated or corrected information. Your failure to provide this information could result in your E911 calls being routed to emergency personnel who will not be able to assist you.
  - c. **Disabled device.** If your device is damaged or disabled, please contact your equipment vendor. A damaged device could impair your ability to use VoIP Services to contact E911 services.
  - d. **Non-Recognition of phone number.** If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), E911 access may be limited.
- (3) **ALTERNATE MEANS OF CONTACTING E911 SERVICES.** Access One recommends that you maintain an alternate means of contacting E911 services (like a cell phone) and you must inform your VoIP Services users of these alternate means. Customers that acquire VoIP Services from Access One will receive a set of stickers explaining when E911 service may not be available. Please place the stickers on or near the equipment you use to access your VoIP Services to alert users to use alternate means of contacting E911 in the event of an emergency. If you need additional stickers, please contact our Customer Service representatives at (800) 804-8333.

### 2.5 EQUIPMENT AND FACILITIES

- 2.5.1. The Company will use reasonable efforts to maintain the facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent by the Company.
- 2.5.2. Equipment installed at the Customer premises for use in connections with the Services the Company offers shall not be used for any purposes other than that for which the Company has provided the equipment.
- 2.5.3. The Company will not be responsible for the installation, operation, maintenance or repair of:
  - a) any Customer-provided communications equipment, or
  - b) any bandwidth provided by Customer or provided by an alternate carrier.

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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### EQUIPMENT AND FACILITIES, Continued

- 2.5.3.1. Where Customer-provisioned equipment is connected to the facilities furnished by the Company, the Company will not be responsible for:
- a) The transmission of signals by Customer-provided equipment; or
  - b) The reception of signals by Customer-provided equipment; or
  - c) Network control signaling when performed by Customer-provided signaling equipment.
- 2.5.4. At the request of the Customer, installation or maintenance may be performed outside of 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 by the Company will apply. If installation or maintenance extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply. For additional information regarding these charges, see Section 5 of this Service Guide.

### 2.6 CUSTOMER RESPONSIBILITIES

- 2.6.1. The Customer is responsible for compliance with applicable terms, conditions and regulations set forth herein.
- 2.6.2. The name(s) of the Customer(s) desiring to use the Service must be properly verified. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.6.3. The Customer is responsible for the payment of all charges for Service and equipment, including but not limited to installation of new service and wire maintenance (unless waived in writing by the Company) including charges which are billed directly by third parties, and for the payment of all charges for calls originated at the Customer's numbers.
- 2.6.4. Return of Company-provided equipment ("CPE"). Upon termination, the Customer is responsible for the return of all Company-provided equipment to the Company within five (5) business days of termination of Service. All returned CPE must be in the same condition as when delivered to the Customer by the Company, normal wear and tear excepted. If the CPE is not returned to the Company within five (5) business days of termination of Service, then notwithstanding the termination, Customer will continue to pay the MRCs for all Services until the CPE is returned to the Company. All amounts paid to the Company prior to the return of the CPE to the Company are non-refundable. Customer is responsible for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.6.5. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.
- 2.6.6. The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the non-compliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company.



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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### CUSTOMER RESPONSIBILITIES (continued)

- 2.6.7. Customer shall provide and maintain a) terminal equipment on Customer's premise and b) electric power consumed by such equipment. Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- 2.6.8. Compatibility and Interoperability. 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 voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's 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.
- 2.6.8.1. Interoperability. The Customer is responsible for ensuring that Company's technologies are compatible with Customer's technologies.
- a) Digital Interoperability. To help ensure that Company's technologies are compatible with Customer's technologies, Company offers interoperability testing. This interoperability testing is performed with Customer's equipment vendor and can be performed via the public internet. It is Customer's responsibility to request this interoperability testing. This interoperability testing is available prior to the execution of the CSA or any applicable Order Forms.
- 1) Customer is responsible for the MRCs which begin billing on the Service Commencement Date as described in the CSA and this Service Guide.
  - 2) Customer can avoid liability for MRCs by waiting until the interoperability testing is complete before signing an Order Form.
  - 3) If the interoperability testing occurs after execution of the Order Form and the services are cancelled before the Service Commencement Date, then Customer's liability for cancelling the services is limited to a sum equal to three (3) times the MRCs for the cancelled services.
  - 4) Customer's cancellation of the services after the Service Commencement Date may constitute a default and subject Customer to Early Termination Fees as described in Section 3 of this Service Guide.
- b) Analog Interoperability. Company utilizes some services that incorporate state of the art VoIP technology, and there may be instances where customer owned CPE has legacy analog circuit technology that is incompatible with the VoIP technology (including but not limited to fax, modem, and alarm). Company will use its best efforts to effectuate operability of Customer's technology independent of the VoIP technology; however, Company shall not be responsible for the incompatibility of the technologies. In the event that the customer owned CPE remains incompatible with the VoIP technology despite Company's best efforts, Customer agrees that Company may furnish POTS services to effectuate a satisfactory solution for those affected services, and Customer will incur the additional costs for the POTS services.

## SERVICE GUIDE

### SECTION 2 – RULES AND REGULATIONS *(Continued)*

#### CUSTOMER RESPONSIBILITIES (continued)

- 2.6.9. The Customer is responsible for securing all Customer-provided equipment. Customer remains liable for all charges resulting from the unauthorized or fraudulent use of such systems. Please refer to the Fraudulent Use provisions (section 2.4.4) of this Service Guide.
- 2.6.10. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed 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.
- 2.6.11. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of transmission facilities and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining 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 the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.
- 2.6.12. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required to the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions contained herein.
- 2.6.13. The Customer is responsible for 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 will 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 there is increased risk of personal injury or damage to property. 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.
- 2.6.14. The Customer is responsible for 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.
- 2.6.15. The Customer is responsible for making arrangements or obtaining permission for reasonable access for Company employees and agents to enter Customer's premises or any joint User at any reasonable hour for the purpose of inspecting, repairing, testing, regrooming or removing any part of the Company's facilities, without charge to the Company.
- 2.6.16. The Customer is responsible for notifying Company of any Service interruptions.
- 2.6.17. The Customer is responsible for placing any necessary orders; for complying with the terms, conditions, rules and regulations contained herein; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with the terms, conditions rules and regulations contained herein. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users.

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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### CUSTOMER RESPONSIBILITIES (continued)

#### 2.6.18. Special Construction.

In the course of providing Services to Customer, a site survey may reveal the requirement for additional construction costs or facilities costs in order to provide the Services for Customer (“Special Construction”). Special Construction often applies to service entrance facilities and room ready requirements, and the expenses will include the necessary time and materials costs to facilitate the provisioning of the Services for Customer. Demarc extension charges are not classified as Special Construction. The Company (on behalf of Customer) may be required to make arrangements with a third-party service provider (including but not limited to the local exchange carrier) where such third-party provider shall perform the Special Construction. In the event Special Construction is required to provide Customer with the Services, the Company shall notify Customer in writing of such Room Ready/Special Construction requirements (“Notice of Room Ready/Special Construction Requirements”).

a) Order Cancellation. If Customer does not agree to such Special Construction, Customer may elect to cancel its order for the affected Service without incurring any early termination liability as long as Customer notifies the Company in writing of Customer’s election to cancel the order within 10 days of Customer’s receipt of the Notice of Room Ready/Special Construction Requirements.

Cancellation fee. Customer’s failure to timely notify the Company of Customer’s election to cancel the order may result in the imposition of a cancellation fee in the sum of \$3,000.

b) If Customer agrees to Special Construction, Customer shall provide the Company with written confirmation of its consent and agreement to proceed with the order and absorb the Room Ready/Special Construction costs. Notwithstanding any earlier termination of the Services, once Special Construction has commenced with Customer’s consent, Customer shall be liable for all Special Construction costs incurred and invoiced by the Company.

### 2.7 FULL FORCE AND EFFECT

Should any provision or portion of this document be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

2.7.1. Assignment or Transfer. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained herein shall apply to all such permitted assignees or transferees, as well as all conditions of service. In the event that Customer sells, transfers, or assigns any interest in Customer’s location(s) or Services, this Agreement shall inure to the benefit of and be binding upon its transferee/assignee or successor-in-interest. The Company will give Customer written notification if Company assigns or transfers its interest in the CSAs or its accounts.

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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### 2.8 INTERRUPTION OF SERVICE

2.8.1. Access One service is interrupted when it becomes unusable to the Customer because of failure of the Access One network or facility component used to provide service under this Agreement. An interruption period begins when an inoperative service is reported to Access One and the service is released for testing and repair and ends when the service is operative. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer...that the interruptions of service are not within the Customer's control.

2.8.2. No credit allowance for service interruptions will be made under the following circumstances:

- Interruptions caused by the negligence of the Customer.
- Interruptions of a service due to the failure of equipment or systems provided by the Customer or others, including without limitation Customer's data network or its components such as: Ethernet switches, routers, hubs, data wiring.
- Interruptions of a service during any period in which Access One does not have access to the premises where the service is located.
- Interruptions of a service when the Customer has released the service to Access One for maintenance purposes, to make rearrangements or for the implementation of an order for a change in the service during the time period that was negotiated with the Customer prior to the release of that service.
- Interruptions of service that are planned service interruptions. A planned service interruption is a service interruption that is required to facilitate network maintenance or upgrades or regrooms. Access One shall endeavor to perform network maintenance or upgrades during non-business hours, including the following window: 12:01 am – 6:00 am. Access One shall use reasonable efforts to notify the Customer one week in advance when a planned service interruption is scheduled to take place. In the event an emergency should arise, Access One will attempt to notify the Customer of a planned service interruption as far in advance as possible.
- Interruptions of service when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- Interruptions of service resulting from the movement/relocation of any covered equipment unless Customer notifies Access One prior to any moves.
- Interruptions of service for Internet failures (if Access One is not the ISP) resulting from the ISP's network or equipment. Customer will pursue remedies through ISP's SLAs.
- Interruptions resulting from Force Majeure events as described in Section 2.4.1 above.
- Interruptions of service during periods of temporary discontinuance of service as specified in this Service Guide or the Company's applicable tariffs.

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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### INTERRUPTION OF SERVICE (continued)

2.8.3. The Customer/subscriber shall be credited for service interruptions as follows:

	On-Net Services			Off-Net Services		
Service Level Agreement	On-Net Voice	On-Net Integrated Voice and Data	On-Net Dedicated Internet Access	Off-Net Voice	Off-Net Integrated Voice and Data	Off-Net Dedicated Internet Access
Services	PRI, T1	IVAD, Dyversaband®	Internet T1, Bonded T1, DS3, Ethernet, or VPN	POTS, PRI, T1	IVAD, Dyversaband®	Internet T1, Bonded T1, DS3, Ethernet, or VPN
Network Availability	99.99% Access One Core Network			99.99% Off-Net		
Time Interval	Calendar Month			Calendar Month		
Remedy	Less than 4 hours - \$0.00 Greater than four hours - 1/30th MRC			Less than 4 hours - \$0.00 Greater than four hours - 1/30th MRC		
Latency	55ms			55ms		
Time Interval	Calendar Month			Calendar Month		
Remedy	N/A	If the network average in a given month exceeds the targeted metric, 1/30th MRC will be credited.		N/A	If the network average in a given month exceeds the targeted metric, 1/30th MRC will be credited.	

### 2.9 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the FCC's Rules and Regulations which specifies the priority system for such activities.

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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### 2.10 MINIMUM SERVICE PERIOD AND SERVICE TERM RENEWAL

- a. The minimum service period is one month (30 days).
- b. Automatic Renewal of the Service Term. The Customer may exercise its non-renewal election by giving written notice of non-renewal at least ninety (90) days prior to the Term Expiration Date. Notice of non-renewal is effective when received by Company. Customer must ensure confirmation by sending its written notice of non-renewal to Company via U.S. Postal certified mail with return receipt requested to: Access One; Attn: Non-Renewal; 820 W. Jackson Blvd. Suite 650; Chicago, IL 60607. Notice of non-renewal may also be sent electronically to: [service@accessoneinc.com](mailto:service@accessoneinc.com) – Subject: Non-Renewal (please confirm receipt) or by fax at: 312-441-1010 Attn: Non-Renewal (please confirm receipt).

### 2.11 PAYMENTS AND BILLING

- a. If Customer selects the type of local service (indicated on the Request for Switched Local Services) as “Conversion as is (Based on current CSR)” then Customer acknowledges that any charges (tariffs, taxes, or fees) that may be associated with the current CSR will remain subsequent to the transfer of service and will appear on Customer’s invoice.
- b. DIDs not submitted by the Customer, but present on the Customer’s CSR will be accepted by the Company on the Customer’s behalf. Customer accepts responsibility for payment for the DIDs at the Company’s standard rate. In the event that Customer no longer wishes to retain DIDs contained in Customer’s original CSR, Customer may cancel those DIDs at any time, without incurring cancellation charges.
- c. Invoices will be payable by the Due Date which is the 25th day of the month in which the invoice was issued. For example, the August 1st invoice would have a Due Date of August 25th, and the Company may impose a finance charge on any unpaid amount commencing after the Due Date in an amount equal to the lesser of the maximum lawful rate of interest or one and one-half percent (1 ½%) per month.
- 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. Charges based on actual usage during a month will be billed monthly in arrears. All fixed MRCs for Services ordered by Customer will be billed Customer monthly in advance.
- e. 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.

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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### PAYMENTS AND BILLING (continued)

- f. Upon Customer's written request and the Company's acceptance of such request, the Company will accept certain credit card payments for charges generated under the Agreement. By providing the Company with a credit card number, Customer authorizes the Company to charge the card for all charges generated under this Agreement, until (i) this Agreement is terminated or (ii) Customer provides sixty (60) days prior notice that the Company stop charging the credit card. Customer agrees to provide the Company with updated credit card or alternate payment information on a timely basis prior to the expiration or termination of the credit card on file or in the event that Customer's credit card limit is or will be insufficient to cover payment. If the Company is unable to charge Customer's credit card for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by the Company. The Company may limit the option to pay by credit card to specific Services or may discontinue acceptance of credit card payments in whole or in part upon thirty (30) days prior notice to Customer.
- g. If Customer does not pay a due invoice, Company may debit Customer's credit card number, if provided, for the full amount of the invoice, plus any late charges that may apply.
- h. If notice of a dispute as to charges is not received in writing by Company by the payment Due Date, such invoice shall be deemed to be correct and binding upon Customer. Customer must pay all undisputed charges. See the Disputed Charges provisions (section 2.4.2) contained in this Service Guide.
- i. Upon thirty (30) days notice to Customer, the Company may increase the rates for its Services and MRCs.
- j. Pursuant to Regulatory provisions, Services may be denied or discontinued, in Company's sole discretion, for non-payment of amounts owed to Company which are past the Due Date and cure period for such amounts. Restoration of Service will be subject to payment of all applicable installation/restoration charges by Customer.
- k. A charge of \$25.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

#### **2.12 DEPOSITS AND ADVANCE PAYMENTS**

The Company reserves the right to collect deposits and advance payments, as necessary.

#### **2.13 CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### 2.14 TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

### 2.15 INTERCONNECTION

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

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

### 2.16 CANCELLATION OF SERVICE BY CUSTOMER

2.16.1. Cancellation of Services. Customers may terminate the Services upon thirty (30) days written notice to the Company. Customer is informed: a) that the disconnection of Services is not immediate and can take up to 45 days for the disconnection to be completed; and b) the Services will continue to bill for up to 45 days from the date of Customer's written notice. Notice of non-renewal does not constitute a cancellation of Services. Notice of cancellation is effective when received by Company. Customer should make sure it receives Company's written confirmation that Company received Customer's notice of cancellation. Customer must send its written notice of cancellation of Services to the Company via U.S. Postal certified mail with return receipt requested to: Access One; Attn: Disconnection; 820 W. Jackson Blvd.; Suite 650, Chicago, Illinois 60607. Notice of cancellation may also be sent electronically to: [service@accessoneinc.com](mailto:service@accessoneinc.com) subject: Disconnection (please confirm receipt) or by fax at: 312-441-0940 attn.: Disconnection (please confirm receipt).

2.16.2. If Customer cancels the Services prior to the Service Commencement Date, Customer will be charged a Services cancellation fee:

a) If the cancelled Services are T1-based or Hosted PBX, Customer's Cancellation Fee will be a sum equal to three (3) times the MRC for the cancelled Services.

b) If the cancelled Services are Ethernet-based, Customer's Cancellation Fee will be a sum equal to the greater of (i) three (3) times the MRC for the cancelled Services, or (ii) the costs incurred by the Company from third parties due to the cancellation for processing the order for the Services and all provisioning-related and/or installation-related costs incurred for the required equipment and facilities, including without limitation any construction costs or termination/cancellation charges.



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## SECTION 2 – RULES AND REGULATIONS *(Continued)*

### CANCELLATION OF SERVICE *(continued)*

2.16.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for service and construction has either begun or has been completed, but no service provided.

### 2.17 CANCELLATION OF SERVICE BY THE COMPANY

2.17.1. The Company reserves the right to discontinue furnishing the Service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to the Company's other customers, to the Company's equipment, to the public or to Company's employees; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such Service or which imposes unreasonable expense upon the Company to continue furnishing the Service to Customers; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the Service or use of the Service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identify, address, creditworthiness, past, current or planned use of Company's services.

2.17.2. The Company may discontinue the Services upon an event of Default as set forth in Section 3.1.1 of this Service Guide after proper notice to the Customer and Customer's failure to cure such Default within the applicable cure period.

2.17.3. The discontinuance of Services by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Services furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.17.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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## SECTION 3 – DEFAULT AND REMEDIES

### 3.1.1 DEFAULT BY CUSTOMER

Each of the following occurrences constitutes a default by Customer:

- 1) Customer fails to pay the Company for service by the Due Date (defined in Section 2.11).
- 2) Customer provides false or misleading credit information.
- 3) A filed bankruptcy petition (voluntary or involuntary) naming Customer as the debtor.
- 4) Customer's Services are disconnected for failure to pay.
- 5) Customer terminates the contracted Services prior to the Term Expiration Date.

### 3.1.2 COMPANY'S REMEDIES

- a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to its principles of conflicts of laws. The Parties agree that any legal action or proceeding with respect to or arising out of the Agreement shall be brought in State or Federal court sitting in Cook County, Illinois. Each Party accepts for itself and in respect of its own property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Non-Prevailing Party shall be liable to the Prevailing Party for reasonable legal fees and other costs incurred to enforce the terms of this Agreement including those fees and costs incurred for the collection of delinquent accounts.
- b) Upon the occurrence of any default event mentioned in Section 3.1.1(1) – 3.1.1(3) above, Company may discontinue service, cancel an application for service, or require Customer to deposit funds as security pursuant to state regulations.
- c) Charges due upon early termination. If any default event [including but not limited to those events mentioned in Section 3.1.1(4) – 3.1.1(5) above] results in termination of the contracted services prior to the Term Expiration Date, then Customer shall pay to Company:
  - (i) Services Received and Reimbursement of Credits and Costs:
    - 1) Customer shall be liable for all calls billed to Customer location(s), plus
    - 2) All non-recurring charges ("NRCs") whether or not previously waived, including but not limited to installation charges and contract assistance credits and signing bonuses/credits previously issued to Customer, plus
    - 3) The cost or any unpaid balance of all customer premise equipment (CPE) provided by Company (unless said CPE is returned to Company), plus
    - 4) For Ethernet-based Services, the costs incurred by the Company from third parties due to the cancellation for processing the order for the Services and all provisioning-related and/or installation-related costs incurred for the required equipment and facilities, including without limitation any construction costs or termination/cancellation charges.

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## SECTION 3 – DEFAULT AND REMEDIES *(Continued)*

(ii) Early Termination Fees. The Damages that Company would suffer for termination of the contracted services prior to the Term Expiration Date would be difficult or impossible to determine, and therefore Customer and Company agree and stipulate that the following Early Termination Fees (ETFs) shall apply as a genuine estimate of Company's damages and shall not be construed as or constitute a penalty:

- 1) For each contracted service that is disconnected prior to the Term Expiration Date;  
(a) one hundred percent (100%) of the applicable MRCs for the first twelve (12) months after the Service Commencement Date and (b) seventy-five (75%) percent of the applicable MRCs for each month remaining after completion of the 12th calendar month after the Service Commencement Date through the end of the original service term.
- 2) For each contracted service that is disconnected during any contract auto-renewal period, Customer's ETFs shall be an amount equal to fifty (50%) percent of the applicable MRCs for each month remaining in the renewal period's service term.

## SECTION 4 – FEES AND SURCHARGES

### 4.1 FEES AND SURCHARGES

#### A. Accounting Services

- |  |         |
|--|---------|
| 1. Non-verified Accounting Code set-up fee               | \$25.00 |
| 2. Non-verified Accounting Code monthly recurring charge | \$10.00 |
| 3. Verified Security Code set-up fee                     | \$25.00 |
| 4. Verified Security Code monthly recurring charge       | \$15.00 |

B. Restoration Fee. A \$100 reconnection fee and payment of all collection costs and outstanding bills will be required to reestablish Customer's Service if the Services was discontinued.

C. 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 Request for Services.

D. Regulatory Expense Fee: A fee to reimburse Access One for the costs incurred to maintain compliance with governmental authorities' regulatory requirements and the administrative expenses incurred to maintain the network. This fee does not include recovery of the charges incurred for USF. The amount of the fee is 9.44% of the invoice.

E. 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.

- |                  |         |
|------------------|---------|
| 1. Circuits      | \$19.95 |
| 2. POTS Lines    | \$3.25  |
| 3. Centrex Lines | \$0.44  |

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## SECTION 4 – FEES AND SURCHARGES (continued)

- F. Toll Free Monthly Management Fee. A toll free monthly fee in the amount of \$5.00 will apply for each toll free number.
- G. Local Number Portability Surcharge (LNP). A surcharge in the amount of \$0.28 per line to recover certain costs for providing customers with the ability to retain their existing local telephone number (at the same location) when switching from one local service provider to another...also known as “number portability.”
- H. Interconnection Fee (ICF). ICF is a surcharge imposed per line to recover certain costs of interconnection to the public switch telephone network (PSTN).
- I. Non-RBOC Traffic Surcharge. A surcharge in the amount of \$0.04 per minute for calls that are terminated to a non-RBOC carrier (a carrier other than a Regional Bell Operating Company) in excess of 20% of Customer’s total usage of the services.
- J. 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.
- K. Network Maintenance Fee. The network maintenance fee of \$14.75 per customer location covers the costs incurred by Access One to maintain its network infrastructure.
- L. High Cost Termination Points Fee. A charge imposed for calls that terminate in high cost areas (non-standard termination points). The current listing of high cost termination points subject to this surcharge can be found at <http://www.accessoneinc.com/content/long-distance-bundle-exclusions>
- M. EUCL Fee. A EUCL fee will be charged when Access One is the local carrier for costs incurred by Access One to maintain its network and enable its local customers to receive calls from the customers of other carriers.

- 1. Circuits \$24.95 (MRC)
- 2. POTS Lines and PBX Lines and Centrex Lines:

<u>State</u>	<u>Surcharge Terminology On Customer’s Bill</u>	<u>MRC</u>	<u>POTS/PBX Centrex</u>
California	California EUCL Fee	\$9.00	All
Illinois	Federal Access Charge	\$9.00	All
Indiana	Federal Access Charge EUCL	\$9.00	All
Michigan	Federal Access Charge EUCL	\$9.00	All
Ohio	Federal Access Charge	\$9.00	All
Wisconsin	EUCL	\$9.00	All

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## SECTION 5 – INSTALLATION AND REPAIR

**5.1** Installation and Repair Services consist of (a) internal structured cable plant installation, (b) installation and configuration of Company provided CPE, (c) troubleshooting existing services that require onsite presence, and (d) similar services as needed by agreement of the Parties, in accordance with industry standards and practice, for the benefit of Company's customers.

### **5.2 Demarc Extension Charges**

- A) Customer is responsible for the cost of extending wiring past the demarcation point within their building (the "Demarc Extension"). If Customer requests Company to perform this work, additional charges will apply.
- B) The Company's quote for the Demarc Extension charges are only estimates ("Estimated Charges") as job site variables may result in actual Demarc Extension charges ("Actual Charges") that exceed the Estimated Charges. Some job sites variables include, but are not limited to:
  - 1) the length of the Demarc Extension may exceed 300 feet.
  - 2) unanticipated complexities related to the installation of the services that will require additional time and materials.
  - 3) buildings subject to riser management agreements could result in a charge to Customer from a third party.
- C) If the Actual Charges exceed the Estimated Charges, Customer shall be responsible for payment of the Actual Charges including charges from third parties and/or the Company's charges at the rates listed below.
- D) The charges for Demarc Extensions are typically \$300-\$500, but can be higher depending on job site variables as mentioned above.
- E) If the Company performs the Demarc Extension, the Company shall remain responsible for the failure of that Demarc Extension for a period of 12 months after the installation date; however, if such Demarc Extension failure results from the willful or negligent acts or omissions of Customer or other third parties, then the Company shall not remain responsible for the failure of that Demarc Extension.

### **5.3 LAN Configuration and Management Charges**

- A) LAN Configuration Charges: The estimated charges for configuring Customer's LAN equipment (up to 2 hours) related to HPBX installation and implementation is \$300. The LAN configuration activities may include resolving incompatibilities between Customer workstations, additional routers, servers, switches or firewalls. Certain job site variables may cause the LAN configuration activities to exceed the 2-hour estimate. If the Actual Charges exceed the Estimated Charges, Customer shall be responsible for payment of the Actual Charges including charges from third parties and/or the Company's charges at the rates listed below.
- B) LAN Management Charges: The Company is a managed services provider (MSP). If Customer chooses to have the Company provide on-going management for Customer's LAN equipment (including monitoring, maintaining and troubleshooting), then Customer and the Company shall execute a separate managed services agreement ("MSP Agreement").

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## SECTION 5 – INSTALLATION AND REPAIR *(continued)*

### 5.4 Dispatch and Service/Repair Charges

- A) Dispatch Charges/Repair Charges. Access One's rate to dispatch a technician is \$185 plus a per hour rate (beginning upon arrival) of \$185.00 per hour...billed in full hour increments. These rates apply to normal business hours (8-5, M-F) and the rates increase for after hours, weekend & holidays.
- B) There may be additional charges for necessary materials and equipment.
- C) If a Customer experiences problems with its Services, Customer should call the Company to report the failure and request repair. The Company will open a trouble ticket and begin diagnosing the problem. All disrupted service interruptions will be worked to repair 24/7.
- D) The Company will determine if the problem is with the Services or with CPE or other causes at the Customer's site.
  - 1) If the responsibility for the problem is with the Services and the repair requires the dispatch of a technician, then the Company will repair the problem during normal business hours (8-5, M-F) free of charge to Customer.
  - 2) If the Company determines the problem exists on the Customer's side of the demarc, then Customer shall be responsible for the Dispatch Charges/Repair Charges.
- E) Customer shall also be responsible for the Dispatch Charges/Repair Charges to restore their Access Cloud HPBX services' configuration to the settings used with the initial build sheet configuration. The same hourly rate will apply to aid Customer's group administrator to make custom changes to the initial configuration.
- F) Prior to any dispatch, the Company will provide Customer with a quote for these dispatch and service/repair costs, and Customer must approve this quote.
- G) Customer not ready for service (CNR). Customer will incur a dispatch fee (\$185) when a technician is dispatched to Customer's premises and Customer is not ready for service, including but not limited to unavailability of power or interconnecting facilities at the Customer site, the unavailability of services or other products provided by another vendor, or the unavailability of necessary access to the Customer location. CNR can also occur on new installations for HPBX services where the LAN configuration has unresolved incompatibilities between Customer workstations, additional routers, servers, switches or firewalls or other incomplete items causing the site to be considered CNR. If there is a CNR situation and Customer requests the technician to remain on Customer's premises and wait until Customer's facilities are ready for service, then Customer will incur the per hour Dispatch Charges/Repair Charges as described above.
- H) Customer must provide or arrange for reasonable access to the premises to allow Company to perform its services.

- 5.5 Move, Add and Change (MAC) Charges:** Access One imposes a standard non-recurring charge (NRC) of \$25 for all MAC orders. For Move orders, Access One imposes a standard NRC of \$600 per T1 circuit. On an individual case basis (ICB), there may be exceptions to these standard NRCs depending on the complexities related to the MAC order. Some examples of higher complexity MAC orders include without limitation: a) require expedited work, b) involve engineering or special equipment, c) require assistance from third party vendors, d) other unforeseen matters that will require additional time and materials.

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## SECTION 5 – INSTALLATION AND REPAIR *(continued)*

### 5.6 Expedite Charges

- A) Delivery Date/Requested Date. Request date and Delivery date are not the same. Requested date is not guaranteed and if requested date is LESS THAN 45 calendar days it is subject to an expedite charge as indicated below.
- B) Loop Expedite. Request due date is not guaranteed. If requested due date is less than 45 calendar days from the Company's order acceptance date (credit approval & technical approval), an expedite charge will be required. Expedite charges can range up to \$1,000.00 per loop (plus LEC charges if applicable) and do not guarantee an install date.
- C) Port Expedite. Standard Intervals are as follows: 1-24 lines are 15 business days from loop acceptance. 1,000 or more lines must be negotiated. A requested due date less than the standard interval timeframes will require an expedite charge. Expedite charges can range up to \$1,000.00 per BTN and do not guarantee an install date.

## SECTION 6 – Specific Provisions Relating to Certain Products

### 6.1 Wireless Broadband (Secondary – long term or temporary solution)

- a. **Service Usage.** The Company's Wireless Broadband service is subject to the Company's Acceptable Use Policy. The service is a wireless connection for use at fixed locations and is compatible only with certain wireless routers approved by the Company.
- b. **Business Fast Track.** The Company's Wireless Broadband service has an optional feature (no extra cost) called Business Fast Track (sometimes also referred to as "Dynamic Traffic Management") that allows you to manage and prioritize multiple traffic profiles (for example you can give voice traffic priority over email or http traffic) to achieve Quality of Service (QoS).
- c. **Usage Limitations.** The service plan is intended to be used for Customer's official business use only, including business-critical applications and business-critical data. The service plan is not intended for use with streaming video or streaming audio, web hosting, or public/guest Wi-Fi. The service plan does not include roaming. The Company recommends that the router be used with a cloud management solution to manage the wireless traffic and ensure that Customer remains in compliance with the use restrictions.
- d. **Usage Included.** The included monthly usage for each service plan level is as follows:

<u>Service Plan</u>	<u>Business Fast Track Usage Included</u>	<u>Total Monthly Usage Threshold</u>
8 Mbps	10GB Included	50 GB
12 Mbps	10GB Included	75 GB
50 Mbps	30GB Included	125 GB
100 Mbps	50GB Included	175 GB

- e. **Excessive Use Policy.** The underlying wireless network providers will advise the Company of users with excessive usage (usage beyond the monthly thresholds). If Customer is identified as an excessive user, the Company will notify Customer to review if the usage is in line with official business use for business-critical applications and business-critical data (which does not include

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## SECTION 6 – Specific Provisions Relating to Certain Products *(continued)*

those uses identified above in the Usage Limitations section). If Customer is not in compliance with these terms and the non-compliance continues through the next billing cycles, then Customer may be moved to a higher-level service plan. The Company and Customer will work to identify and implement alternative solutions, including (but not limited to) discussing efforts for Wi-Fi offload, application settings, and other network efficiency adjustments such as using a managed service to restrict usage.

Excessive usage beyond the monthly thresholds could also result in the wireless network providers slowing the data speeds (during periods of network congestion) for the remainder of the billing cycle.

- f. **Service Guarantee.** Wireless services do not have a guaranteed transmission rate, and many factors can degrade performance of the Wireless service. Service may be temporarily refused, interrupted, or limited because of: (i) facilities limitations; (ii) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of cellular data carrier's control such as, but not limited to, intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (iii) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service. The Company will provide the Wireless Broadband service on a best efforts basis; however, the Company cannot guarantee or attest to the fitness/suitability of this solution for Customer's particular needs.
- g. **Firewall.** The Company recommends the use of the Company's managed firewall. If Customer chooses not to use Company's managed firewall, please note the following best practices for firewall settings:
  - Ability to ping the Wireless transmitter through Customer-managed firewall.
  - Disallow video and audio streaming on the Wireless connection to ensure bandwidth availability for business-critical Customer applications.

### 6.2 Wireless Broadband (Back-up solution for critical failover only)

- a. **Service Usage.** The Company's Wireless Back-up service is available only where the Company is also the primary internet service provider and is subject to the same Acceptable Use Policy. The service is intended only as a back-up (Wireless Back-up is only for use while the primary internet service connection is down/unavailable). During any 30-day period while there is not a service impacting issue occurring for the primary internet service, Customer may be billed \$20/Gb if usage exceeds 1Gb. In an effort to keep costs low, Customer's firewall will be set to disallow streaming video and audio services via the Wireless Back-up connection. During a failure of the primary internet service provided by the Company, additional charges may apply at a rate of \$20/Gb if usage exceeds 100Gb.
- b. **Voice Services.** The Company does not provide its own voice services via the Wireless Back-up service. If Customer chooses to use a third-party voice application via the Wireless Back-up service, voice quality cannot be guaranteed or controlled. The Company is unable to troubleshoot third-party voice quality issues over the Wireless connection.



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## SECTION 6 – Specific Provisions Relating to Certain Products *(continued)*

- c. **MPLS.** The Company does not provide MPLS service via the Wireless Back-up service. VPN service quality cannot be guaranteed or controlled over the Wireless connection, and the Company is unable to trouble-shoot VPN issues over the Wireless connection.
- d. **Signal Strength.** It can be difficult to ascertain the quality of service strength in any specific location. If adequate Wireless signal is determined unavailable at time of installation, Customer will not be charged for the Wireless Back-up service, and the contract for the Wireless Back-up service will be cancelled without any cancellation charges. Depending upon Customer's facilities, a Wireless device may be moved to an on-premises location with greater signal strength. The movement of the device outside of the telecom closet/away from the Company's router will result in additional charges for wiring, or Customer may have its own wiring technician run cable for the device.
- e. **Service Guarantee.** Wireless services do not have a guaranteed transmission rate, and many factors can degrade performance of the Wireless service. Service may be temporarily refused, interrupted, or limited because of: (i) facilities limitations; (ii) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of cellular data carrier's control such as, but not limited to, intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (iii) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service. The Company will provide the Wireless Back-up service on a best efforts basis; however, the Company cannot guarantee or attest to the fitness/suitability of this solution for Customer's particular needs. The Company recommends regular tests of the Wireless Back-up service by Customer to ensure acceptable performance in the event of an outage.
- f. **Firewall.** The Company recommends the use of the Company's managed firewall. If Customer chooses not to use Company's managed firewall, please note the following best practices for firewall settings:
  - Ability to ping the Wireless transmitter through Customer-managed firewall.
  - Disallow video and audio streaming on the Back-up connection to ensure bandwidth availability for business-critical Customer applications.

### 6.3 Business SMS Texting

Business SMS Texting includes up to 250 SMS text messages per month per enabled (paid) user of the service. For example, if a business had 100 enabled users, it could send up to 25,000 business SMS text messages per month without additional charge. Additional charges, if applicable are \$0.008/text message, for text messages in excess of 250 multiplied by the number of Business SMS text-enabled users. For clarity, SMS text messages are counted in the same way as for cell phones- if a single text message is sent to 15 destinations, it will be counted as 15 SMS text messages.

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## SECTION 6 – Specific Provisions Relating to Certain Products *(continued)*

### 6.4 Managed Firewall – Service Level Agreement

Access One's Managed Firewall Services follow this methodology:

1. Real-time 24X7 monitoring of Customer's Firewall. Our remote monitoring and maintenance capabilities allow us to alert our NOC of any issues in real time. This allows us to identify, triage, and escalate issues as quickly as possible.
2. Periodic scheduled maintenance is a critical component of this program as we strive to always be proactive vs. reactive. Maintenance ensures that Customer's Firewall has the most recent critical and security updates available.
3. Issue remediation and end user support is unlimited and utilizes best in class systems built on ITIL principles.
  - a. 24-hour portal for issue tracking and knowledge base articles
  - b. Instant access to Your Firewall through our Internet based remote assistance utilities
  - c. On-Site service visits as necessary
  - d. Vendor management
  - e. Trend analysis, asset inventory and change management reporting
  - f. Moves, Adds, or Change (MAC) incidents under 1 hour labor length will generally be included on the Managed Firewall Services; however, Access One reserves the right to determine project labor as billable for time and materials on a per incident basis.

#### **Managed Firewall Services: Customer's Remedy and Company's Limitations of Liability**

The limitations of the Company's liability are stated in Section 2.4 above. Customer's exclusive remedy for any damages arising or in any way connected from the performance of, failure to perform or delay in performance of the Managed Firewall Services, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be to terminate the Managed Firewall Services (without incurring any cancellation fees) and to receive pro-rated credits for the outage period.

For Customer to be eligible for this cancellation remedy, Access One must fail to correct any Customer identified failure within twenty-four (24) hours of Access One's receipt of the Customer's written notice. The written notice of alleged failure must contain sufficient detail to reasonably allow Access One to identify and correct such an alleged failure.

### 6.5 2-Way E-Fax

2-Way E-Fax solution supports both inbound and outbound faxing via email. Minimum Customer requirements include Internet access, valid email account and running Microsoft Outlook client. 2-Way E-Fax includes up to 300 pages per month per enabled (paid) user of the service. Additional charges, if applicable, are \$0.069/page for pages in excess of 300 pages per enabled users.

## SECTION 7 – Security Best Practices

### 7.1 Security Policies

It is critical for every company to establish and enforce written security policies to protect the company, its employees, network, and its information and/or information systems from illegal or damaging actions by individuals, either knowingly or unknowingly. The following is a list of recommended security policies (both proactive and reactive) that should be employed. Please contact Access One at 800-804-8333 or visit our website at [www.accessoneinc.com](http://www.accessoneinc.com) for more information or assistance in implementing these security policies.

#### a. Acceptable Use Policy

This policy applies to the use of information, electronic and computing devices, and network resources to conduct the company's business or interact with internal networks and business systems, whether owned or leased by the company, the employee, or a third party. All employees, contractors, and other workers at the company are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with the company's policies/standards and regulatory requirements.

#### b. Server Security Policy

This policy establishes standards for the base configuration of internal server equipment that is owned and/or operated by the company. Effective implementation of this policy will minimize unauthorized access to the company's proprietary information and technology.

#### c. Network Equipment Security Policy

This policy describes a required minimal security configuration for all networking devices connecting to the company's network.

#### d. Information Logging Policy

This policy identifies specific requirements that information systems must meet in order to generate appropriate audit logs and integrate with log management function.

#### e. Disaster Recovery Policy

This policy defines the requirement for a baseline disaster recovery plan to be developed and implemented by the company that will describe the process to recover IT Systems, applications and data from any type of disaster that causes a major outage.

#### f. Data Loss Prevention (DLP) Policy

This policy is designed to make users aware of data they are transferring which may be sensitive or restricted in nature. Technology controls for DLP can also reduce the likelihood

# SERVICE GUIDE

## SECTION 7 – Security Best Practices *(continued)*

of data leakage through data classification and automated policy enforcement. The company must protect restricted data from leakage to prevent reputational risk and liability. The protection of restricted data is a critical business requirement, yet flexibility to access data and work effectively is also critical. It is not anticipated that technology controls can effectively deal with the malicious theft scenario, or that it will reliably detect all restricted data from leakage. The primary objective is promoting user behavioral awareness to avoid accidental data leakage scenarios and implementing complementary technical controls to aid in this objective

### **g. Data Breach Response Policy**

This policy establishes the goals and the vision for the breach response process. This policy will clearly define to whom it applies and under what circumstances, and it will include the definition of a breach, staff roles and responsibilities, standards and metrics (e.g., to enable prioritization of the incidents), as well as reporting, remediation, and feedback mechanisms.

### **h. Communications Security Policy**

This policy establishes guidelines related to the handling and retention of (i) administrative correspondence (such as timecard information, workplace behavior, legal issues related to intellectual property violations); (ii) fiscal correspondence (such as the company's information related to revenue and expense); (iii) general correspondence (such as customer interaction and operational decisions); (iv) ephemeral correspondence (such as personal email, requests for recommendations or review, emails related to product development, updates and status reports); (v) instant messenger correspondence related to the proper way of copying and storing those messages; and (vi) communications equipment related to the proper way of configuring the equipment before it is placed into service.

### **i. Clean Desk Policy**

This policy establishes the minimum requirements for maintaining a "clean desk" – where sensitive/critical information about the company's employees, intellectual property, customers and vendors is secure in locked areas and out of site. A Clean Desk policy is also part of standard basic privacy controls.

### **j. Third Party Risk Management Policy**

This policy empowers the company to perform periodic third-party vendor information security risk analysis and assessments for the purpose of determining areas of vulnerability and initiating appropriate remediation based on a defined risk appetite.

## SECTION 7 – Security Best Practices *(continued)*

### k. Remote Access Policy

This policy defines the rules and requirements for connecting to the company's network from any host. These rules and requirements are designed to minimize the potential exposure to the company from damages which may result from unauthorized use of the company's resources. Damages include the loss of sensitive or company confidential data, intellectual property, damage to public image, damage to the company's critical internal systems, and fines or other financial liabilities incurred as a result of those losses.

## 7.2 Remote Workers

Strong remote security policies are critical to daily operations and network resilience and are especially valuable in the context of remote access, where threats may take longer to identify and resolve than they would on traditional networks. Please contact Access One at 800-804-8333 or visit our website at [www.accessoneinc.com](http://www.accessoneinc.com) for more information or assistance in implementing these Best Practices.

### a. Use a Virtual Private Network (VPN)

Virtual private networks, or VPNs, are similar to firewalls. They provide online privacy and anonymity by creating a private network from a public internet connection. They are one of the most popular security tools for remote workers because they protect laptop data online while retaining the same security, functionality and appearance as if they were within the company network. VPNs can mask your internet protocol (IP) address so your online activity is no longer traceable. The company should ensure that all key applications are accessible via VPN.

### b. Make Two-Factor Authentication the Standard

Two-factor authentication is a method in which a user must provide two pieces of evidence: something you know (such as a password) and something you have (such as a hardware token or cell phone that generates a unique code). Once implemented, this makes it much more difficult for an unauthorized user or attacker to gain access to your account.

### c. Implement Endpoint Protection Software

Securing endpoints (end-user devices like laptops, tablets, and mobile devices) becomes even more important when dealing with remote workers since the endpoint physical assets are not maintained within the company's walls. Endpoints serve as access points to a company's network and create points of entry that can be exploited by threat actors. Endpoint security software uses encryption and application control to secure devices accessing the network. Encrypting data on endpoints and removable storage devices helps protect against data leaks. Application control prevents endpoint users from executing unauthorized applications that could create vulnerabilities in the network.

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## SECTION 7 – Security Best Practices *(continued)*

### **d. Use a Password Manager**

A password manager is a great way to keep all of your team’s online accounts and passwords secure. Storing encrypted passwords online enables secure sharing of passwords so that everyone on the team has easy, safe access to whatever they need to complete their work.

### **e. Educating Employees on Security Guidelines**

- i) Remind employees they are your first line of defense against cybersecurity attacks
- ii) Provide training to employees on detecting and reporting potential phishing attempts
- iii) Require employees to encrypt sensitive data and use strong/unique passwords. Passwords should be changed at regular intervals, including the home router’s password.
- iv) Encourage employees to change passwords immediately if there is even a hint the password was compromised.
- v) Require security software such as antivirus on employee devices, and ensure this software is up to date and fully patched.
- vi) Remind employees of the various types of data and company information they must safeguard. This may include trade secrets, confidential information, intellectual property, information classified as a work product, customer and employee information, and other personally identifiable information
- vii) Recommend keeping the office laptop, office printer and any office network on a separate isolated network away from any other smart home devices such as Alexa, Nest, Ring, or smart TVs.
- viii) Require all employees working remotely to log out when they are not using their devices
- ix) Remind employees to avoid public/unsecured Wi-Fi networks (like a hotel lobby or coffee shop)
- x) Do not allow personal email addresses to be used for work purposes
- xi) Do not allow the sharing of work devices (like laptops, tablets, and mobile devices) with others
- xii) Do not allow saving or downloading the company’s information to personal devices

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## SECTION 8 – FEATURES

This section provides a description of the Features offered by the Company. The Company will inform Customer of all rates and other charges, including without limitation all MRCs and NRCs. Customer will acknowledge its approval of the rates and charges by signing an Order Form or by confirming the rates and charges via e-mail or other written correspondence.

FEATURE	DESCRIPTION OF FEATURE
ANALOG T1 LINE (TN OR DID) ADD. Available on some static IVAD and Analog T1 circuits	ALLOWS CUSTOMERS TO ADD TN's TO ANY ANALOG T1 CIRCUIT.
BLOCKING 411	OUTBOUND 411 CALLS BLOCKED FROM DEDICATED CIRCUIT.
BLOCKING NPA	OUTBOUND CALLS TO CUSTOMER-SPECIFIED NPAs BLOCKED FROM DEDICATED CIRCUIT.
BLOCKING NPA/NXX	OUTBOUND CALLS TO SPECIFIED NPA-NXX COMBINATIONS BLOCKED FROM DEDICATED CIRCUIT.
BTN CHANGE - INCLUDES CALLER ID NUMBER CHANGE ONLY	CHANGE IN BILLING TELEPHONE NUMBER AND CALLER ID NUMBER. CALLER ID NAME IS NOT INCLUDED. IF CUSTOMER WANTS CALLER ID NAME AND NUMBER CHANGED WITH THIS BTN CHANGE, FEE IS A ONE TIME NRC OF \$50.
Bundles of Minutes - Outbound LD Bundles and Inbound TF Bundles.	Bundles of Minutes are also referred to in the Service Agreement or the Order Forms as "included minutes" or "LD included" or otherwise similarly described. These minute bundles include calls with standard termination points. These minute bundles exclude calls terminating in special service related areas or non-standard termination points as articulated at <a href="http://www.accessoneinc.com/content/long-distance-bundle-exclusions">http://www.accessoneinc.com/content/long-distance-bundle-exclusions</a>
CALL FORWARDING - BUSY	CALLS ARE FORWARDED TO THE LINE (THIS COULD BE A VOICE MAIL LINE) OF A CUSTOMER'S CHOICE WHEN THE DIALED NUMBER RINGS BUSY.
CALL FORWARDING - DON'T ANSWER	CALLS ARE FORWARDED TO THE LINE (THIS COULD BE A VOICE MAIL LINE) OF A CUSTOMER'S CHOICE AFTER A PRE-DETERMINED (BY CUSTOMER) NUMBER OF RINGS.
CALL WAITING/CANCEL CALL WAITING	LETS CUSTOMER KNOW THAT SOMEONE IS TRYING TO CALL THEM BY SENDING A TONE ACROSS THE LINE.
CALLER ID - ADD /CHANGE NAME ONLY:	CHANGE IN OUTPUTTED CALLER ID NAME ONLY.

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CALLER ID - ADD/CHANGE NAME AND NUMBER:	CHANGE IN OUTPUTPULSED CALLER ID NAME AND NUMBER.
CALLER ID - ADD/CHANGE NUMBER ONLY	CHANGE IN OUTPUTPULSED CALLER ID NUMBER ONLY.
CALLER ID BLOCKING	BLOCKING CALLER ID OUTPUTPULSED.
CANADIAN ORIGINATION	ALLOWING INBOUND CALLS FROM CANADA TO A TOLL FREE NUMBER.
CDR REQUEST PER MONTHLY INVOICE	CALL DETAIL RECORD - LIST OF ALL LONG DISTANCE CALLS PLACED, ALONG WITH DATE, TIME, AND LENGTH OF CALL.
COLLECT CALLING	PLACING A CALL IN WHICH THE PERSON BEING CALLED IS BILLED FOR THE CALL.
CONVERTING DID TO POTS	TAKING DID OFF DEDICATED CIRCUIT, CONVERTING TO POTS LINE.
DIDs	DIRECT INWARD DIAL NUMBERS (PHONE NUMBERS ASSIGNED TO DIGITAL CIRCUITS). SHOULD BE DISTINGUISHED FROM "DIOD" (DIRECT INWARD/OUTWARD DIAL).
DID OUTPUTPULSED	ABILITY TO OUTPUTPULSE INDIVIDUAL CALLER ID WITH NAME ON DIDs (AS OPPOSED TO OUTPUTPULSED ONLY THE BTN)
DIGITS SENT TO CPE: CHANGE	CHANGING NUMBER OF DIGITS SENT FROM OUR SWITCH TO CUSTOMER EQUIPMENT.
DIRECTORY ASSISTANCE	PER CALL FEE FOR PHONE NUMBER LOOKUP IN NATL. DIRECTORY ASSISTANCE DATABASE (411). CHARGE IS APPLIED TO CUSTOMER AND NOT THE CALLING PARTY. MAXIMUM 2 QUERIES PER CALL.
DIRECTORY ASSISTANCE - ADD/CHANGE	CHANGE IN THE NUMBER PROVIDED BY NATIONAL DIRECTORY ASSISTANCE DATABASE (411).
DIRECTORY ASSISTANCE - TOLL FREE	PER CALL FEE FOR TOLL FREE NUMBER LOOKUP IN NATIONAL TOLL FREE DIRECTORY ASSISTANCE DATABASE. CHARGE IS APPLIED TO CUSTOMER'S TOLL FREE NUMBER NOT THE CALLING PARTY. MAXIMUM 2 QUERIES PER CALL.
DIRECTORY ASSISTANCE WITH CALL COMPLETION	VOICE PROMPT ("PRESS ONE TO HAVE YOUR CALL COMPLETED") ASSISTS BY COMPLETING CALL AFTER PROVIDING 411 INFORMATION.
DIRECTORY LISTING - NON-LISTED	NUMBER IS NOT PROVIDED VIA 411 INQUIRY.
DIRECTORY LISTING - NON-PUBLISHED	NUMBER IS NOT LISTED IN PHONE BOOK.
DIRECTORY LISTING - PRIMARY (CHANGE)	CHANGE IN NUMBER LISTED IN PHONE BOOK.



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DIRECTORY LISTING - TOLL FREE	ALLOWS TOLL FREE NUMBERS TO BE LISTED IN NATIONAL TOLL FREE DIRECTORIES. MAXIMUM 4 LISTINGS PER TOLL FREE NUMBER.
DNIS	DIALED NUMBER IDENTIFICATION SERVICE. AVAILABLE ON TOLL FREE LINES. A FOUR TO TEN DIGIT (TYPICALLY) NUMBER PROGRAMMED INTO A CUSTOMER'S EQUIPMENT TO ALLOW FOR AUTOMATIC ROUTING OF INBOUND TOLL FREE CALLS. DNIS DIGITS ACT AS "RING TO NUMBER" FOR TOLL FREE CALLS.
EXTENDED CALL COVERAGE (AK/HI)	ALLOWING INBOUND CALLS FROM ALASKA AND HAWAII TO A TOLL FREE NUMBER.
EXTENDED CALL COVERAGE (PR/USVI)	ALLOWING INBOUND CALLS FROM PUERTO RICO AND THE US VIRGIN ISLANDS TO A TOLL FREE NUMBER.
FAILSAFE ROUTING	IN THE EVENT OF A NETWORK OUTAGE ON A CIRCUIT, ABILITY TO RE-ROUTE TRAFFIC TO EITHER ANOTHER CIRCUIT OR TO A TELEPHONE NUMBER. THIS VERSION OF THE FEATURE IS PERMANENTLY ACTIVATED ON A CUSTOMER CIRCUIT OR TN. THIS IS NOT TO BE CONFUSED WITH RCF ON DEMAND! THIS FEATURE APPLIES TO NETWORK OUTAGES ONLY, NOT PBX FAILURES OR PBX MAINTENANCE.
FAILSAFE ROUTING ON DEMAND	IN THE EVENT OF A NETWORK OUTAGE ON A CIRCUIT, ABILITY TO RE-ROUTE TRAFFIC TO EITHER ANOTHER CIRCUIT OR TO A TELEPHONE NUMBER. THIS VERSION OF THE FEATURE IS AVAILABLE ON DEMAND AND IS NOT AUTOMATICALLY PROGRAMMED INTO THE CIRCUIT ON A PERMANENT BASIS. THIS IS NOT TO BE CONFUSED WITH RCF ON DEMAND! THIS FEATURE APPLIES TO NETWORK OUTAGES ONLY, NOT PBX FAILURES OR PBX MAINTENANCE.
HUNTING - SEQUENTIAL/SERIES	HUNTING IS THE PROGRESS OF A CALL REACHING A GROUP OF LINES. CALLS WILL TRY THE FIRST LINE OF A CUSTOMER'S CHOICE AND WILL "HUNT" TO OTHER LINES OF A CUSTOMER'S CHOICE IF THAT LINE IS BUSY OR NOT ANSWERED. SEQUENTIAL/SERIES IS THE WAY CUSTOMERS CHOOSE TO HAVE HUNTING PROGRAMMED.
INTERNATIONAL BLOCK	ABILITY TO BLOCK CUSTOMERS FROM PLACING INTERNATIONAL CALLS.
IP ADDRESSES - ADD	SOLD/ADDED IN INCREMENTS OF 8 IP ADDRESSES, 6 OF WHICH ARE ASSIGNABLE. IF ONE IP ADDRESS IS USED FOR AOI PROVIDED CPE, CUSTOMER HAS FIVE IP ADDRESSES AVAILABLE TO ASSIGN TO ROUTERS, SERVERS, ETC.

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ISDN SIGNALING	INTEGRATED SERVICES DIGITAL NETWORK. THIS IS AN OPTIONAL TYPE OF CIRCUIT SIGNALING FOR DIGITAL CIRCUITS. SOMETIMES REFERRED TO AS "PRI SIGNALING."
IVAD BANDWIDTH UPGRADE	ALLOWS CUSTOMERS TO INCREASE INTERNET BANDWIDTH ON AN IVAD CIRCUIT.
IVAD LINE (TN OR DID) ADDITION	ALLOWS CUSTOMERS TO ADD TN'S TO ANY IVAD CIRCUIT.
OVERFLOW ROUTING/CIRCUIT OVERFLOW	ALLOWS A DEDICATED ACCESS LINE CUSTOMER TO CONTROL POTENTIAL CONGESTION OF CALLS PLACED TO A CIRCUIT BY SENDING OVERFLOW CALLS TO ANOTHER DEDICATED CIRCUIT.
PAC CODES - ACCOUNT (NON-VERIFIED)	PROJECT ACCOUNT CODES. BETWEEN 2-8 DIGITS, DETERMINED BY CUSTOMER. CODE MUST BE ENTERED FOR A CALL TO BE COMPLETED. CODES APPEAR ON CUSTOMER INVOICE TO ASSIST CUSTOMER IN DETERMINING PURPOSE FOR CALL. OFTEN USED BY LAW FIRMS TO BILL APPROPRIATE CLIENTS.
PAC CODES - SECURITY (VERIFIED)	PROJECT ACCOUNT CODES. BETWEEN 2-8 DIGITS, DETERMINED BY CUSTOMER. CODE MUST BE ENTERED FOR A CALL TO BE COMPLETED. OFTEN USED FOR SECURITY PURPOSES. CODES APPEAR ON CUSTOMER INVOICE TO ASSIST CUSTOMER IN DETERMINING WHICH EMPLOYEE MADE A PARTICULAR CALL.
PARTIAL DISCONNECT/DELETE NUMBER	DELETING/DISCONNECTING A DID OR TN FROM A DEDICATED VOICE CIRCUIT.
PAY CALL BLOCK (TO INCLUDE 900/976 BLOCKING)	ABILITY TO BLOCK CUSTOMERS FROM PLACING CALLS TO 900/976 LINES. ALSO ABILITY TO BLOCK CUSTOMERS FROM RECEIVING COLLECT CALLS.
PICC CHANGE	PRIMARY INTEREXCHANGE CARRIER CODE CHANGE - CHANGES A CUSTOMER'S LONG DISTANCE FROM ONE CARRIER TO ANOTHER.
PSEUDO ANI	ALLOWS CALLED PARTY TO RECEIVE THE ANI OF THE CALLING PARTY'S CHOICE. NUMBER MUST BE NATIVE TO AND ACTIVE AT CUSTOMER LOCATION. ONLY AVAILABLE ON AN LD T1.
REAL TIME ANI	ALLOWS A DEDICATED CUSTOMER TO RECEIVE THE ANI OF THE CALLING PARTY IF THE CALL ORIGINATES FROM AN EQUAL ACCESS END OFFICE. CURRENTLY PROVIDED VIA IN-BAND SIGNALING. TERMINATING EQUIPMENT MUST ACCEPT FGD SIGNALING.
REMOTE ACCESS TO CALL FORWARDING	ABILITY TO ACCESS CALL FORWARDING FROM A LOCATION OTHER THAN THE CUSTOMER SITE.

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REMOTE CALL FORWARDING ("RCF"): ON DEMAND	ABILITY TO RE-ROUTE TRAFFIC TO EITHER ANOTHER CIRCUIT OR TO A TELEPHONE NUMBER. THIS VERSION OF THE FEATURE IS ALWAYS ON A CUSTOMER CIRCUIT OR TN.
REMOTE CALL FORWARDING ("RCF"): PERMANENT	ABILITY TO RE-ROUTE TRAFFIC TO EITHER ANOTHER CIRCUIT OR TO A TELEPHONE NUMBER. THIS VERSION OF THE FEATURE IS ALWAYS ON A CUSTOMER CIRCUIT OR TN.
REVERSE DNS (AKA "RDNS")	A METHOD OF RESOLVING AN IP ADDRESS INTO A DOMAIN NAME, JUST AS THE DOMAIN NAME SYSTEM (DNS) RESOLVES DOMAIN NAMES INTO ASSOCIATED IP ADDRESSES.
THREE WAY CALLING	CALLING FUNCTION WHICH ALLOWS A PHONE USER TO ADD ANOTHER USER TO AN EXISTING CONVERSATION AND HAVE A THREE-WAY CONFERENCE CALL.
TOLL FREE - CHANGE RING TO NUMBER	CHANGES THE TELEPHONE NUMBER A SWITCHED TOLL FREE NUMBER TERMINATES ONTO.
TOLL FREE PORT	THIS FEE IS ASSESSED FOR ALL NEW AND EXISTING TOLL FREE NUMBERS.
TOLL FREE REDIRECT	REDIRECTING TOLL FREE TRAFFIC TO ANOTHER SWITCHED LINE OR TO ANOTHER TRUNK GROUP.
TOLL FREE ROUTING - DAY OF WEEK	ROUTES CALLS PLACED ON TOLL FREE NUMBER TO DIFFERENT TERMINATING LOCATIONS BASED ON THE DAY OF WEEK.
TOLL FREE ROUTING - GEOGRAPHIC	ROUTES CALLS PLACED ON TOLL FREE NUMBER TO THE CUSTOMER'S CHOSEN LOCATION BASED ON THE ORIGINATING NPA OF THE CALLER.
TOLL FREE ROUTING - HOLIDAY	ROUTES CALLS PLACED ON TOLL FREE NUMBER TO DIFFERENT TERMINATING LOCATIONS ON SEVERAL U.S. HOLIDAYS.
TOLL FREE ROUTING - OVERFLOW	ALLOWS A DEDICATED ACCESS LINE CUSTOMER TO CONTROL POTENTIAL CONGESTION OF CALLS PLACED ON AN TOLL FREE NUMBER BY SENDING OVERFLOW CALLS TO ANOTHER TOLL FREE TRUNK GROUP, WATS ACCESS LINE, DEDICATED ACCESS LINE OR BUSINESS LINE.
TOLL FREE ROUTING - PERCENT ALLOCATION	ROUTES CALLS PLACED ON TOLL FREE NUMBER TO UP TO 8 DIFFERENT TERMINATING LOCATIONS BASED ON WHOLE NUMBER PERCENTAGES THAT ADD UP TO 100%.
TOLL FREE ROUTING - TIME OF DAY	ROUTES CALLS PLACED ON TOLL FREE NUMBER TO DIFFERENT TERMINATING LOCATIONS BASED ON TIME OF DAY.

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TOLL RESTRICTION	ABILITY TO RESTRICT A TELEPHONE USER FROM PLACING LONG DISTANCE OR TOLL (FEE) - GENERATING CALLS.
TELEPHONE NUMBER RESERVATION: ACCESS ONE ON-NET	RESERVATION FOR FACILITIES BASED TELEPHONE NUMBERS.
VIRTUAL EXCHANGE	ALLOWS A CUSTOMER TO CHOOSE CERTAIN PHONE NUMBERS THAT ARE NOT IN THEIR RATE CENTER TO STILL RING TO THEIR CIRCUIT (TYPICALLY #s NOT IN THE SAME RATE CENTER AS THE NUMBER CAN'T RING TO THAT CIRCUIT).
VOICE MAIL - ADDITIONAL MAILBOX	PROVIDES ABILITY TO RECEIVE, EDIT, AND FORWARD MESSAGES TO ONE OR MORE VOICE MAIL BOXES.
VOICE MAIL (COMES WITH EMAIL NOTIFICATION WHERE AVAILABLE)	PROVIDES ABILITY TO RECEIVE, EDIT, AND FORWARD MESSAGES TO ONE OR MORE VOICE MAIL BOXES.