

**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USERS**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

**FURNISHED BY  
ACCESS ONE, INC.,  
WITHIN THE STATE OF ILLINOIS**

Issued: October 16, 2001  
Issued by:

Mark Jozwiak, Executive Vice President  
Access One, Inc.  
125 N. Halsted Street, 4<sup>th</sup> Floor  
Chicago, IL 60661

Effective: October 17, 2001

TABLE OF CONTENTS

Description

TABLE OF CONTENTS .....	2	
CHECK SHEET .....	3	
EXPLANATION OF SYMBOLS .....	4	
APPLICATION OF TARIFF .....	5	
1.0 - DEFINITIONS .....	6	
2.0 - RULES AND REGULATIONS .....	10	
3.0 - SERVICE AREAS .....	40	
4.0 - SERVICE CHARGES.....	41	
5.0 - NETWORK SERVICE DESCRIPTIONS .....	43	
6.0 - DIGITAL DIVIDE ELIMINATION FUND PROGRAM.....	54	N
7.0 - LOCAL EXCHANGE SERVICE PRICE LIST .....	55	
8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES .....	63	
9.0 - OPERATOR SERVICES .....	64	
10.0 - RESERVED FOR FUTURE USE .....	65	
11.0 - MISCELLANEOUS SERVICES .....	66	
12.0 - EXCHANGE AREAS.....	69	
13.0 - SPECIAL PROMOTIONS / CONTRACT & ICB.....	71	

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>
1	Original	26	Original	51	Original				
2	1 <sup>st</sup> Revised	27	Original	52	Original				
3	2 <sup>nd</sup> Revised	28	1st Revised	53	Original				
4	Original	29	Original	54	1st Revised				
5	Original	30	Original	55	Original				
6	Original	31	Original	56	Original				
7	Original	32	Original	57	Original				
8	Original	33	Original	58	Original				
9	Original	34	Original	59	Original				
10	Original	35	Original	60	Original				
11	Original	36	Original	61	Original				
12	Original	37	Original	62	Original				
13	Original	38	Original	63	Original				
14	Original	39	Original	64	Original				
15	Original	40	Original	65	2nd Revised				
16	Original	41	Original	66	Original				
17	Original	42	Original	67	Original				
18	Original	43	Original	68	Original				
19	Original	44	Original	69	Original				
20	Original	45	Original	70	Original				
21	Original	46	Original	71	Original				
22	Original	47	Original						
23	Original	48	Original						
24	Original	49	Original						
25	Original	50	Original						

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EXPLANATION OF SYMBOLS

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

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

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Access One, Inc., to customers within the state of Illinois.

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**SECTION 1.0 - DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

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

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

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

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

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

**Commission** - Illinois Commerce Commission.

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

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

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

**SECTION 1.0 - DEFINITIONS**

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

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

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

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

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

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

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

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

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

**SECTION 1.0 - DEFINITIONS**

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

**LEC** - Local Exchange Company

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

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

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

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

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

**PBX** - Private Branch Exchange

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

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

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**SECTION 1.0 - DEFINITIONS**

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

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

**Telecommunications Company or Provider** - Used throughout this tariff to mean Access One, Inc., unless clearly indicated otherwise by the text.

**TBD** - To Be Determined.

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

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

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

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Illinois and terminating within a local calling area as defined herein.

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

**2.1.2 Shortage of Equipment or Facilities**

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

**2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon proper notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Illinois without regard for its choice of laws provision.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

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

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

**2.1.4 Limitations on Liability**

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

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

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

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

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

**2.1.5 Notification of Service-Affecting Activities**

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.7 Non-Routine Installation**

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

**2.1.8 Special Construction**

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

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.9 Ownership of Facilities**

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

**2.2 Prohibited Uses**

**2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Illinois Commission's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

**2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for the payment of all applicable charges pursuant to this tariff, and:

- (A) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of Company's employees or agents;
- (B) 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 Customer's premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (C) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (D) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (E) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in a Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D);

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.3.1 General (Cont'd.)**

- (F) granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

**2.3.2 Liability of the Customer**

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

**2.3.3 Liability of the Customer for Unauthorized and Fraudulent Use**

- (A) 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.
- (B) 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 the 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 provide assistance to Customer to identify, correct, and minimize the misuses or abuse through timely reconfiguration and restriction of service that is provided by the Company.
- (C) At Customer's request, the Company shall selectively block and take other actions which are reasonably under the 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, the 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 the 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.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.3.3 Liability of the Customer for Unauthorized and Fraudulent Use (Cont'd.)**

(D) International Call Blocking. The Company and Customer shall be governed by the following definition regarding International call blocking:

(1) International Call Blocking is an included feature with Customer's service at no extra charge. The Company 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.

(2) 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 territories, Canada, Bermuda and 17 Caribbean nations, including Anguilla, Antigua, Barbuda, Bahamas, Barbados, British Virgin Islands, Cayman Islands, Dominica, Dominican Republic, Grenada, Jamaica, Montserrat, St. Kitts/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," the Company'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 Customer Equipment and Channels**

**2.4.1 General**

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

**2.4.2 Station Equipment**

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

**2.4.3 Interconnection of Facilities**

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange, the call must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the FCC pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

**2.4.4 Inspections**

- (A) Upon suitable and reasonable notification to the Customer, the Company may make such tests and inspections as may be necessary to determine that Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.5 Customer Deposits and Advance Payments**

**2.5.1 Advance Payments**

Reserved for future use.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

Reserved for future use.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements

2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer, including the following taxes and surcharges:

(1) Taxes. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions. Certain telecommunications services, as defined in the Illinois Administrative Code, are subject to state sales tax at the prevailing tax rates, if the services originate or terminate in Illinois, or both, and are charged to a subscriber's telephone number or account in Illinois.

(2) Regulatory Charges. *This Provision added on May 1, 2021*

Pursuant to the Order dated April 29, 2021, of the Illinois Commerce Commission in Docket 21-0156, The Company shall impose a supplemental charge of 2 cents per month per line for all Illinois telecommunications carriers, including wireless carriers (other than prepaid wireless carriers) and VoIP residential subscriber lines, a charge of .4 cents per VoIP business subscriber lines, a charge of .4 cents per line for all centrex lines and a charge of 10 cents per PBX trunk. Charges for services provisioned by T-1 lines and other advanced services shall mirror the Company's application of 9-1-1 charges. The assessment on prepaid wireless transactions is established at .07% of prepaid retail transactions, to be implemented by the Illinois Department of Revenue. These charges shall be effective with bills rendered or transactions occurring on or after July 1, 2021 or at the beginning of the first cycle after July 1, 2021

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.1 Payment for Services (Cont'd.)**

- (3) Surcharges. The Customer is responsible for the payment of certain fees and surcharges imposed by the Company, which may include:
- (a) Regulatory Expense Fee. A fee to reimburse the Company for the costs incurred to maintain compliance with governmental authorities' regulatory requirements and the administrative expenses incurred to maintain the network.
  - (b) National Access Fee. A fee charged when the Company is the long-distance carrier for reimbursement to the facilities network provider.
  - (c) Toll Free Management Fee. A fee will apply for each toll-free number.
  - (d) Local Number Portability Surcharge (LNP). A surcharge 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."
  - (e) Interconnection Fee (ICF). A surcharge imposed per line to recover certain costs of interconnection to the public switch telephone network.
  - (f) Non-RBOC Traffic Surcharge. A surcharge 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.
  - (g) Short Call Duration Surcharge. A surcharge per Short Duration Call; defined as a call that has a duration of 6 seconds or less.
  - (h) Network Maintenance Fee. A fee per customer location to cover the costs incurred by the Company to maintain its network infrastructure.
  - (i) EUCL Fee. A fee will be charged when the Company is the local carrier for costs incurred by the Company to maintain its network and enable its local customers to receive calls from the customers of other carriers.

**2.6.2 Billing and Collection of Charges**

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

- (A) 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.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.6 Payment Arrangements (Cont'd.)**

**2.6.2 Billing and Collection of Charges (Cont'd.)**

- (B) When billing is based upon monthly recurring charges, the Company shall bill Customer in advance of the month in which service is provided. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is disconnected.
- (E) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure. The address of the Commission is as follows:  
  
Illinois Commerce Commission  
527 E. Capitol Avenue  
Springfield, IL 62701
- (F) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.3 Company's Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated. Notice will be provided via First Class U.S. Mail.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.3 Company's Discontinuance of Service for Cause (Cont'd.)**

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

**2.6.4 Customer's Cancellation of Service**

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 until the disconnection of those Services is completed. Notice of non-renewal does not constitute a cancellation of Services. Notice of cancellation is effective when received by the Company. If Customer does not receive written confirmation of receipt from Company, Customer must ensure confirmation by sending 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 subject: Disconnection (please confirm receipt) or by fax at: 312-441-0940 attn.: Disconnection (please confirm receipt).

**2.6.5 Customer's Cancellation of Application for Service**

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.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.6 Changes in Services Requested**

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

**2.6.7 Bad Check Charge**

A service charge of \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.7 Allowances for Interruptions in Service**

**2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.7.2 Limitations of Allowances**

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

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.7.3 Use of Another Means of Communications**

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

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

(A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

(B) For calculating credit allowances, every month is considered to have thirty (30) days.

(C) Interruptions Over 24 Hours and Less Than 72 Hours

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

(D) Interruptions Over 72 Hours

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

**2.7.5 Cancellation For Service Interruption**

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1), Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

Charges due upon early termination. Customer shall pay to Carrier:

- 1) Services Received and Reimbursement of Credits and Costs:
  - a. Customer shall be liable for all calls billed to Customer location(s), plus
  - b. 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 issued to Customer, plus
  - c. The cost or any unpaid balance of all customer premise equipment (CPE) provided by Company (unless said CPE is returned to Company), plus
- 2) 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 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:
  - a. For each contracted service that is disconnected prior to the Term Expiration Date; (i) one hundred percent (100%) of the applicable MRCs for the first twelve (12) months after the Service Commencement Date and (ii) seventy-five percent (75%) 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 service term.
  - b. 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 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.9 Transfers and Assignments**

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

**2.10 Reserved for Future Use**

**2.11 Reserved for Future Use**

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.12 Notices and Communications**

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

**SECTION 3.0 – SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Ameritech.

**3.2 Access Areas**

Charges for local services provided by the Company may be based, in part, on the Access Area associated with the Customer's End Office. The Access Area is determined by the total access lines and PBX trunks in the local calling area, which can be reached from each End Office.

In the event that an Incumbent LEC or the Illinois Commission reclassifies an exchange from one Access Area to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Access Area assignments are equivalent to those areas and classes specified in Ameritech Illinois C.C. Tariff No. 19.

**Access Areas**

A  
B  
C

<b>Rate Groups</b>	<b>Access Line Limits</b>
1	7,000 or less
2	7,001 to 15,000
3	15,001 to 25,000
4	25,001 to 45,000
5	45,001 to 80,000
6	80,001 to 120,000
7	120,001 to 180,000
8	180,001 to 260,000
9	260,001 to 360,000
10	360,001 to 480,000
11	480,001 to 620,000
12	620,001 to 780,000
13	780,001 to 960,000
14	960,001 to 1,160,000
15	1,160,001 to 1,380,000
16	1,380,001 to 1,620,000
17	1,620,000 to 1,880,000

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## SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

### 4.1 Service Order and Change Charges

Move, Add and Change (MAC) Charges. The Company imposes a standard non-recurring charge (NRC) of \$25 for all MAC orders. For Move orders, the Company 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. Example 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 requiring additional time and materials.

### 4.2 Installation and Repair Services Charges

**4.2.1** 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 in accordance with industry standards and practice, for the benefit of Company's customers.

#### 4.2.2 Demarc Extension Charges.

(A) 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 site 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; 3) buildings subject to riser management agreements could result in a charge to Customer from a third party; and 4) other unforeseen installation matters that will require additional time and materials.

(B) 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.

(C) The Estimated Charges for Demarc Extensions up to 300' are as follows:  
1) For T1s & bonded T1s (including EoS): \$300 per T1  
2) For EoC and EoF: \$300 for 5Mb-100Mb  
3) For DS3s: ICB

(D) 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.

**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONT'D)**

**4.2 Installation and Repair Services Charges, (Cont'd.)**

**4.2.3 LAN Configuration and Management Charges**

The estimated charges for configuring Customer's LAN equipment (up to 2 hours) 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.

**4.2.4 Dispatch and Service/Repair Charges**

- (A) Dispatch Charges/Repair Charges. The Company'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) However, 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) 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.
- (F) 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. 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.
- (G) Customer must provide or arrange for reasonable access to the premises to allow the Company to perform its services.

**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONT'D)**

**4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Business</u>
Per occasion	\$100.00

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS**

**5.1 General**

**5.1.1 Services Offered**

The following Network Services are available to Business Customers and for resale by other carriers certificated by the Illinois Commission:

Standard Business Line Service  
PBX Trunk Service  
Direct Inward Dial (DID) Service  
Optional Calling Features

The following services are available to Business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non-Published and Non-Listed Services)  
Directory Assistance  
Miscellaneous Services

**5.1.2 Application of Rates and Charges**

Upon thirty (30) days notice to Customer, the Company may increase the rates for its Services and MRCs. All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks and Digital/DS1 service.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

**5.1 General (Continued)**

**5.1.3 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, Illinois State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)**

**5.2 Call Timing for Usage Sensitive Services**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

**5.3 Distance Calculations**

Where charges for a service are specified based upon distance, the following rules apply:

**5.3.1** Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

**5.3.2** The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Computer the difference between he "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**5.3.3** The formula for distance calculations is the square root of:

$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

**5.4 Rate Periods for Time of Day Sensitive Services**

**5.4.1** For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*							
5:00 PM TO 11:00 PM*							
11:00 PM TO 8:00 AM*							

\*Up to but not including.

**5.4.2** Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross-rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

**5.4.3** For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	as Federally Observed
Independence Day	July 4
Thanksgiving Day	as Federally Observed
Christmas Day	December 25

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)**

**5.5 Standard Residential Line**

Reserved for Future Use

**5.6 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.7 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

**5.8 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software are the responsibility of the Customer.

**5.9 Centrex Service**

Centrex Service provides the Customer with multiple individual voice-grade telephone communications channels, each of which can be used to place or receive one call at a time. Centrex station lines are provided for connection of Centrex-compatible customer-provided station sets to the public switched telecommunications network. Centrex Service is provided with a minimum of five Centrex station lines. Each Centrex station line is provided in combination with other Company-provided services.

**5.10 Reserved for Future Use**

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

**5.11 Optional Calling Features**

The features listed in Section 5.11.1 are offered by the Company to Business Customers. Refer to Price List in Section 7 of this tariff for specific features offered with each type of local exchange service.

**5.11.1 Features Descriptions**

**(A) Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;  
Priority Screening;  
Ring Control; and  
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

**(B) Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

**(C) Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

5.11 Optional Calling Features (cont'd.)

5.11.1 Feature Descriptions (contd.)

- (D) **Call Waiting:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call and is automatically deactivated when the Customer disconnects from the call.
- (E) **Caller ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- (F) **Caller ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (G) **Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active and can add or remove calling numbers from the features screening list.
- (H) **Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

5.11 Optional Calling Features (cont'd.)

5.11.1 Feature Descriptions (cont'd.)

- (I) **Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- (J) **Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (K) **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.
- (L) **Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

5.11 Optional Calling Features (cont'd.)

5.11.1 Feature Descriptions (cont'd.)

**(M) Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

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

**(N) Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

**(O) Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third-party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)**

**5.12 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

**5.13 Miscellaneous Services**

**5.13.1 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

**5.13.2 Pay Per Call Blocking/Unblocking**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**SECTION 6.0 - DIGITAL DIVIDE ELIMINATION FUND PROGRAM**

**6.1 Digital Divide Elimination Fund Program**

Digital Divide Elimination Fund Program is created as a special fund in the State Treasury to foster elimination of the Digital Divide. All monies in the Fund will be collected by the Company and reported to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

- 6.1.1 Customers wishing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the customer's monthly bill. This contribution shall not reduce the customer's total amount due for telecommunications services or other charges appearing on the bill.
- 6.1.2 This contribution will be a line item on the bill and identified as the Digital Divide Fund.
- 6.1.3 Customers may elect to contribute \$.50, \$1.00, \$2.00, \$5.00, \$10.00, \$15.00 or \$25.00 per month per line.
- 6.1.4 Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least 30 days notice by telephone, mail or email to the Company.
- 6.1.5 Failure by the customer in any month to remit the entire billed amount may reduce the contribution accordingly.

N  
N

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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST

**7.1 General**

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Illinois Commerce Commission.

**7.2 Reserved for Future Use**

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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONT'D)

**7.3 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONT'D)**

**7.3 Standard Business Local Exchange Service (Cont'd.)**

**7.3.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

Market Service Areas (MSA) 1, 2, 3, 6, 7, 9 and 15

ACCESS AREAS	SERVICE TYPE*			
	Flat Rate	Measured	PBX Trunk	Centrex
Access Area A	N/A	\$4.50	\$4.50	\$4.50
Access Area B	N/A	\$7.39	\$7.39	\$7.39
Access Area C	N/A	\$10.68	\$10.68	\$10.68

\* Service Transport Facility Charge will be in addition to monthly recurring charge.

Market Service Areas (MSA) 4, 5, 10, 12, 13, and 16

RATE GROUPS	SERVICE TYPE	
	Flat Rate	PBX Trunk
1	\$9.35	\$20.90
2	\$10.30	\$22.60
3	\$11.30	\$24.30
4	\$12.25	\$26.00
5	\$13.20	\$27.70
6	\$14.20	\$29.40
7	\$15.15	\$31.10
8	\$16.15	\$32.80
9	\$17.10	\$34.50
10	\$18.05	\$36.20
11	\$19.05	\$37.90

Service Transport Facility (STF) Charge, per pair

Access Area A	Access Area B	Access Area C
\$5.09	\$8.78	\$12.32

Dial Tone Provisioning per STF pair

Access Area A	Access Area B	Access Area C
\$0.00	\$0.94	\$3.41

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONT'D)

7.3 Standard Business Local Exchange Service (Cont'd.)

7.3.2 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Rate Service

Customers subscribing to Measured Rate Service will pay a recurring service charge and a local usage per call charge. The Measured Rate Service Customer will be charged a per minute rate for all local calls placed from the Customer's line.

ACCESS AREAS A, B, and C	Initial Minute	Additional Minute
Band A (8 miles) *	\$0.036	N/A
Band B (16 miles)	\$0.072	\$0.036
Band C (124 miles)	\$0.0945	\$0.0945

\*Calls made within Band A are on a per call basis.

(C) Local Call Paks

Additive Line Charges for Access Areas A1, B1, or C1	
LOCAL CALLPAK	Monthly Additive
CallPak 50 (50 local calls)	\$7.50
CallPak 100 (100 local calls)	\$14.00
CallPak 150 (150 local calls)	\$17.00

LOCAL CALL PAK	Initial Minute	Additional Minute
Charge in excess of allowance	\$0.15	\$0.15

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONT'D)**

**7.4 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Section 7.3).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6).

See rates in Section 7.3

**7.5 Reserved for future use**

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONT'D)

7.6 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 10 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 10 DID Numbers	\$32.95	\$0.20
Each Additional 10 DID Numbers	N/A	\$0.20
DID Trunk Termination: Per Trunk	\$32.95	\$20.00

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONT'D)**

**7.7 Reserved For Future Use**

**7.8 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**7.8.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Business
Three-Way Calling	\$0.75
Call Return	\$0.75
Repeat Dialing	\$0.75

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.8 Optional Calling Features, (Continued)**

**7.8.2 Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

<b>Optional Calling Feature</b>	<b>Business</b>
Call Forwarding Variable	\$8.00
Call Waiting	\$8.00
Three Way Calling	\$8.00
Speed Dialing - 8 numbers	\$8.00
Speed Dialing - 30 numbers	\$5.00
Automatic Call Back	\$5.00
Repeat Dialing	\$5.00
Distinctive Ringing	\$2.50
Call Screening	\$2.80
Caller ID - Standard	\$5.00
Caller ID - with Name Display	\$2.20
Multi-Ring - First Additional Number	\$5.00
Multi-Ring - Second Additional Number	\$5.00
Alternate Answering - Standard	\$0.55
Alternate Answering - Customer Control	\$1.00
Busy Line Transfer - Standard	\$0.60
Busy Line Transfer - Customer Control Option	\$1.00
Busy Line Transfer & Alternate Answering	\$1.00
Message Waiting Tone	\$0.35
Easy Call - Standard	\$5.00
Easy Call - Special Delivery	\$0.15
Easy Call - Automatic Delivery	\$0.25
Remote Call Forwarding	\$39.50
Privacy Manager	\$26.00

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SECTION 8.0 - DIRECTORY ASSISTANCE SERVICES

**8.1 Directory Assistance Services**

**8.1.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Each Local Directory Assistance Call	\$2.00
Each National Directory Assistance Call	\$2.00

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SECTION 9.0 - OPERATOR SERVICES

9.1 Operator Services

<b>Operator Services</b>	<b>Per Call Surcharge</b>	
Station to Station		\$2.71
Person to Person		\$4.88
Collect		\$2.71
Third Party Billed		\$2.71
Busy Line Interrupt		\$1.00
Busy Line Verify		\$0.80
Calling Card Calls:		
Customer Dialed		\$1.45
Operator Dialed		\$2.95
<b>Local - Operator Service Calls</b>	<b>Initial Minute</b>	<b>Additional Minute</b>
Local Band A - per call*	\$0.04	N/A
Local Band B - per minute of use	\$0.08	\$0.04
Local Band C - per minute of use	\$0.12	\$0.12
<b>Long Distance - Operator Service Calls</b>	<b>Initial Minute</b>	<b>Additional Minute</b>
0 thru 10 miles - per minute of use	\$0.23	\$0.20
11 thru 16 miles - per minute of use	\$0.24	\$0.23
17 thru 22 miles - per minute of use	\$0.24	\$0.23
23 thru 40 miles - per minute of use	\$0.26	\$0.24

\*Calls made within Band A are on a per call basis.

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SECTION 10.0 - RESERVED FOR FUTURE USE

Issued: October 16, 2001  
Issued by:

Mark Jozwiak, Executive Vice President  
Access One, Inc.  
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Chicago, IL 60661

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SECTION 11.0 - MISCELLANEOUS SERVICES

**11.1 Carrier Presubscription**

**11.1.1 General**

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

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

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

**SECTION 11.0 - MISCELLANEOUS SERVICES (CONT'D)**

**11.1 Carrier Presubscription (Cont'd.)**

**11.1.3 Rules and Regulations**

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

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

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.1.5 below:

**11.1.4 Presubscription Procedures**

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

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.1.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONT'D)

**11.1 Carrier Presubscription (Cont'd.)**

**11.1.5 Presubscription Charges**

**(A) Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**(B) Nonrecurring Charges**

Per business line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

SECTION 12.0 - EXCHANGE AREAS

12.1 Exchange Areas (AA=Access Area)

EXCHANGE	AA	EXCHANGE	AA	EXCHANGE	AA
Algonquin	C	Alton	C	Antioch	C
Arlington Heights	C	Athens	C	Aurora	C
Aviston	C	Barrington	C	Bartlett	C
Batavia	C	Beardstown	C	Beckemeyer	C
Beecher	C	Belleville	C	Bensenville	C
Berwyn	B	Bethalto	C	Big Rock	C
Blue Island	C	Bluford	C	Bolingbrook	C
Braidwood	C	Breese	C	Brighton	C
Brookfield	C	Buffalo	C	Burton	C
Cairo	C	Calumet City	C	Canton	C
Cantrall	C	Carlyle	C	Cary	C
Catlin	C	Centralia	C	Champaign	C
Chicago	A/B	Chicago Heights	C	Cicero	B
Coal City	C	Collinsville	C	Columbus	C
Crescent City	C	Crete	C	Crystal Lake	C
Danville	C	Decatur	C	Deerfield	C
Delavan	C	Downers Grove	C	Dundee	B/C
Dwight	C	East Moline	C	E. St. Louis	C
Edgemont	C	Edgington	C	Edwardsville	C
Elburn	C	Elgin	C	Elk Grove	C
Elmhurst	C	Elwood	C	Evanston	B
Fairmount	C	Farmington	C	Fiatt	C
Fithian	C	Forest	B	Forrest	C
Fowler	C	Fox Lake	C	Franklin	B/C
Freeburg	C	Galena	C	Gardner	C
Geneva	C	Georgetown	C	Germantown	C
Gibson City	C	Gilman	C	Glen Carbon	C
Glen Ellyn	C	Glencoe	B	Glenview	B
Granite City	C	Grant Park	C	Grayslake	B
Greenville	C	Half Day	C	Hampshire	C
Hanna City	C	Harding	C	Harmony	C
Harristown	C	Harvard	C	Harvey	C
Herscher	C	Highland Park	B	Hinsdale	B/C
Homewood	C	Huntley	C	Illinois City	C
Indianola	C	Ipava	C	Itasca	B
Iuka	C	Joliet	C	Kaneville	C
Kankakee	C	Kell-Dix	C	Kinmundy	C
LaGrange	C	Lake Forest	C	Lake Villa	C
Lake Zurich	C	Lansing	C	LaSalle	C
Lebanon	C	Lemont	C	Lewistown	C
Liberty	C	Libertyville	C	Lisbon	C
Lockport	C	Lombard	C	Manhattan	C
Manteno	C	Marengo	C	Marine	C

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**SECTION 12.0 - EXCHANGE AREAS (CONT'D)**

**12.1 Exchange Areas (Cont'd.)**

EXCHANGE	AA	EXCHANGE	AA	EXCHANGE	AA
Maywood	B/C	Mazon	C	McHenry	C
Minooka	C	Mokena	C	Moline	C
Momence	C	Morris	C	Mound City	C
Mounds	C	Mount Vernon	C	Mundelein	C
Naperville	B/C	Nashville	C	Newark	C
New Athens	C	New Lenox	C	Northbrook	C
Oakford	C	Oak Forest	C	Oak Lawn	B/C
Oak Park	B	Oakwood	C	O'Fallon	C
Oglesby	C	Olive Branch	C	Onarga	C
Orland	C	Oswego	C	Ottawa	C
Palatine	B/C	Palos Park	C	Payson	C
Peoria	C	Peotone	C	Petersburg	C
Pistakee Hlds	C	Plainfield	C	Plano	C
Plato Center	C	Plattville	C	Quincy	C
Ridge Farm	C	Riverdale	C	River Grove	B
Riverside	C	Riverton	C	Rochester	C
Rockford	C	Rock Island	C	Roselle	B/C
Round Lake	C	St. Anne	C	St. Charles	C
St. Joseph	C	Salem	C	San Jose	C
Seneca	C	Skokie	B	South Beloit	C
Spring Bay	C	Springfield	C	Sterling	C
Sugar Grove	C	Summit	C	Tallula	C
Tamms	C	Thebes	C	Thornton	C
Tinley Park	C	Trenton	C	Trivoli	C
Troy	C	Union	C	Utica	C
Vandalia	C	Verona	C	Warrenville	C
Watseka	C	Wauconda	C	Waukegan	C
West Chicago	C	West Dana	C	West. Springs	C
Westville	C	Wheaton	C	Wheeling	C
Willow Springs	C	Wilmette	C	Wilmington	C
Winnetka	C	Wood River	C	Woodstock	C
Yorkville	C	Zion	C		

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SECTION 13.0 -PROMOTIONAL OFFERINGS / CONTRACT & ICB

**13.1 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

**13.2 Contract Rates / Individual Case Basis (ICB) Arrangements**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.