

ORIGINAL

ACCESS ONE, INC.

Arizona Tariff No. 2
Original Title Page

ARIZONA
LOCAL TELECOMMUNICATIONS SERVICES TARIFF
OF
ACCESS ONE, INC.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Access One, Inc. with principal offices at 820 W Jackson Blvd, 6th Floor, Chicago, IL 60607 for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: March 16, 2012

Effective: July 30, 2013

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

APPROVED FOR FILING
DECISION #: 74010

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Arizona Tariff No. 2

Preface

Original Page 2

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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Preface

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EXPLANATION OF SYMBOLS

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

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

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APPLICATION OF TARIFF

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

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Access One, Inc. at 820 W Jackson Blvd, 6th Floor, Chicago, IL 60607.

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TARIFF FORMAT

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

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SECTION 1 – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 1 – DEFINITIONS

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

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

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

Commission - Arizona Corporation Commission.

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

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

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

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

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

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

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

Customer Terminal Equipment - Terminal equipment provided by the Customer.

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

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SECTION 1 – DEFINITIONS

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

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

DISCONTINUANCE OF SERVICE - The temporary cessation of telephone service caused by the Company and not voluntarily requested by a Customer.

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

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

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

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

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

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

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

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

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SECTION 1 – DEFINITIONS

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

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

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

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

KILOBIT - One thousand bits.

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

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

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

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

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

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

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

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SECTION 1 - DEFINITIONS

MATR - Minimum Average Time Requirement.

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

MEGABIT - One million bits.

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

MOU - Minutes of Use.

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

N/A - Represents "Not Applicable."

N/C - Represents "No Charge."

NETWORK CONTROL SIGNALING

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

NETWORK CONTROL SIGNALING UNIT

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

NODE

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

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

PBX - A private branch exchange.

PIN - Personal Identification Number. See Authorization Code.

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SECTION 1 - DEFINITIONS

Point of Presence ("POP") - Point of Presence

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

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

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

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

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

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

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

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

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

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

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

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SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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SECTION 1 – DEFINITIONS

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

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

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

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

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

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

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

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.

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SECTION 2 - REGULATIONS

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

2.1.3 Terms and Conditions, (Cont'd.)

- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
 - .1 the Customer is using the service in violation of this tariff; or
 - .2 the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the state of Arizona regardless of its choice of laws provision.
- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.1.4 Liability of the Company

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.

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SECTION 2 - REGULATIONS

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

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

- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- .1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - .2 Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - .3 Any unlawful or unauthorized use of Company facilities and services;
 - .4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - .5 Breach in the privacy or security of communications transmitted over Company facilities;

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SECTION 2 - REGULATIONS

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

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

D. (Cont'd.)

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

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

F. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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

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

- G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or nocharge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- I. With respect to Emergency Number 911 Service:
- .1 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
 - .2 Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 - REGULATIONS

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

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

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

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

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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

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

- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - .1 the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - .2 the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;

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

2.1.8 Special Construction, (Cont'd.)

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

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

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2.2 Prohibited Uses, (Cont'd.)

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

2.3 Obligations of the Customer

2.3.1 General

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

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

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

2.3.1 General, (Cont'd.)

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

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

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

2.3.2 Liability of the Customer, (Cont'd.)

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

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

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

2.4.2 Station Equipment, (Cont'd.)

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.4.3 Interconnection of Facilities

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

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

2.4.4 Inspections

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

2.5 Payment Arrangements

2.5.1 Payment for Service

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

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

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

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

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2.5.2 Billing and Collection of Charges

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

- A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days following the invoice date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F. The Customer will be assessed a *maximum* charge of thirty five dollars (\$35.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor. See Section 13 of this tariff for current charges,
- G. If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission, 1200 West Washington Street, Phoenix, AZ 85007.

Customers may also file complaints with Arizona Corporation Commission's Consumer Services, Utilities Division. Customers may file a complaint online by going to: <http://www.azcc.gov/divisions/utilities/consumerservices.asp>

Customer may contact the Commission writing or by phone at:

Arizona Corporation Commission
Consumer Services, Utilities Division
1200 W. Washington Street
Phoenix, Arizona, 85007
Phoenix Office: 602-452-4251 or (800) 222-7000
Tucson Office: 520-628-6550 or (800) 535-0148

- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

2.5.4 Advance Payments

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

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

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2.6 Discontinuance of Service

2.6.1 Cancellation by Customer

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

2.6.2 Discontinuance by the Company

A. Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability for any of the following reasons:

- .1 Failure of the Customer to pay a bill for utility service;
- .2 Customer violation of any of the Company tariffs on file with the Commission;
- .3 Customer violation of the Commission's rules and regulations;
- .4 Failure to meet or maintain the Company's credit and deposit requirements;
- .5 Failure of the Customer to provide the Company reasonable access to its equipment and property;
- .6 Customer breach of contract for service between the Company and the Customer;
- .7 When necessary for the Company to comply with an order from any governmental agency having jurisdiction, or;
- .8 Unauthorized resale of the equipment or services of the Company.

B. The Company may disconnect service without advance written notice for any of the following:

- .1 The existence of an obvious hazard to the safety or health of the consumer, the general population or of the Company's personnel or facilities;
- .2 The Company has evidence of tampering or evidence of fraud.

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2.7 Cancellation of Application for Service

2.7.1 Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).

2.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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

2.8 Changes in Service Requested

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

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2.9 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.9.1 General

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

2.9.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;

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

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.9.3 Use of Another Means of Communications

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

2.9.4 Application of Credits for Interruptions in Service

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

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

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

E. Interruptions Over 24 Hours and Less Than 72 Hours

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

F. Interruptions Over 72 Hours

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

2.9.5 Cancellation For Service Interruption

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

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SECTION 2 - REGULATIONS

2.10 Use of Customer's Service by Others

2.10.1 Joint Use Arrangements

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

2.11 Cancellation of Service/Termination Liability

Customers may cancel service verbally or in writing. the Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc. which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line(s) and all associated features. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.11.1 Termination Liability

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

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

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SECTION 2 - REGULATIONS

2.12 Transfers and Assignments

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

- 2.12.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.12.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.12.3 pursuant to any financing, merger or reorganization of the Company.

2.13 Customer Liability for Unauthorized Use of the Network

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

2.13.1 Customer Liability for Fraud and Unauthorized Use of the Network

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

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

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

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SECTION 2 - REGULATIONS

2.13 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.13.1 Customer Liability for Fraud and Unauthorized Use of the Network, (Cont'd.)

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

2.14 Notices and Communications

2.14.1 The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.

2.14.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.14.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.14.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.15 Taxes, Fees and Surcharges

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

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SECTION 2 - REGULATIONS

2.16 Miscellaneous Provisions

2.16.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

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

2.16.2 Maintenance and Operations Records

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

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ORIGINAL

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Arizona Tariff No. 2
Section 3
Original Page 1

SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

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

- 1) Qwest Corporation

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ORIGINAL

ACCESS ONE, INC.

Arizona Tariff No. 2

Section 4

Original Page 1

SECTION 4 - LONG DISTANCE SERVICES AND RATES

4.1 General

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

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ORIGINAL

ACCESS ONE, INC.

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SECTION 5 – ACCESS SERVICES

5.1 General

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

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SECTION 6 – SPECIAL ARRANGEMENTS

6.1 Individual Case Basis (ICB) Arrangements

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

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SECTION 7 – PROMOTIONAL OFFERINGS

7.1 Special Promotions

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

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SECTION 8 - CONNECTION CHARGES

8.1 CONNECTION CHARGES

8.1.1 General

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

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

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

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

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

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

8.1.2 Exceptions to the Connection Charge

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

8.2 RESTORAL CHARGE

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

Restoral Charge:	<u>Maximum</u> \$375.00
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SECTION 8 - CONNECTION CHARGES

8.3 CHARGES ASSOCIATED WITH PREMISES VISIT

8.3.1 Premises Visit and Trouble Isolation Charge

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

Maximum

Per Visit Charge

Per Premises Visit:

- Initial 15 Minutes

\$502.50

(or any portion thereof)

- Each Additional 15 Minutes

\$62.50

(or any portion thereof)

8.4 RATES AND CHARGES

8.4.1 Application of Service Charges

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

a) Service Connection Charge

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

b) Miscellaneous Service Charge applies for:

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

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SECTION 8 - CONNECTION CHARGES

8.4 RATES AND CHARGES (continued)

8.4.1 Application of Service Charge (continued)

c) Customer-initiated Order Charge

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

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

d) Change of Class or Grade of Service Charge

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

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

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

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SECTION 8 - CONNECTION CHARGES

8.4 RATES AND CHARGES (continued)

8.4.1 Application of Service Charge (continued)

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

8.4.2 Reserved For Future Use

8.4.3 Network Switched Services

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

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

8.4.4 Presubscription-2 (PIC)

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

Maximum

Non-recurring

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

9.1 GENERAL

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

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

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

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

9.2 SERVICE DESCRIPTIONS AND RATES

The following Access Service Options are offered:

DID Service
Local Digital PBX Trunk Service
Local ISDN PRI Service

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

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

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

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SECTION 9 – NETWORK SWITCHED SERVICES

9.2 SERVICE DESCRIPTIONS AND RATES (continued)

9.2.1 Optional Direct Inward Dial (DID) Service Option

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

1) Recurring and Nonrecurring Charges

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

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

9.2.2 Local Digital PBX Trunk Service

1) Description

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

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

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SECTION 9 – NETWORK SWITCHED SERVICES

9.2 SERVICE DESCRIPTIONS AND RATES (continued)

9.2.2 Local Digital PBX Trunk Service (continued)

2) General

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

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

3) Recurring and Nonrecurring Charges

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

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

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

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SECTION 9 – NETWORK SWITCHED SERVICES

9.2 SERVICE DESCRIPTIONS AND RATES (continued)

9.2.3 Local ISDN-PRI Service

1) General

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

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

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

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

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

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

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SECTION 9 – NETWORK SWITCHED SERVICES

9.2 SERVICE DESCRIPTIONS AND RATES (continued)

9.2.3 Local ISDN-PRI Service (continued)

1) General (continued)

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

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

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

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

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

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

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

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SECTION 9 – NETWORK SWITCHED SERVICES

9.2 SERVICE DESCRIPTIONS AND RATES (continued)

9.2.3 Local ISDN-PRI Service (continued)

2) Recurring and Nonrecurring Charges

	<u>Maximum</u>	
<u>Local ISDN-PRI Service Arrangement:</u>		
	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Digital Local Loop/ Primary Rate Access Facility/ Per PRI	\$500.00	\$1,000.00
PRI Interface Arrangement		
23B+ D channels, per PRI	\$1,178.00	\$1,000.00
24B channels, per PRI	\$1,178.00	\$1,000.00
23B+ Backup D channels, per PRI	\$1,178.00	\$1,000.00
(required when more than 47B channels are controlled by a single D channel)		
PRI Reconfiguration Charges/ Add change to existing trunk group, addition of new trunk group, per occasion		\$376.00
Change in D-channel configuration, per occasion	\$376.00	

Local ISDN-PRI Custom Calling Charges:

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Optional Service Feature Package/ Includes both Calling Line ID and Call- By-Call Service Selection, per PRI	\$486.00	\$376.00
Calling Line Identification/ Shows the Directory number of the calling party, per PRI	\$486.00	\$376.00
Call-By-Call Service Selection/ B channels may be configured to access multiple services on a per call basis, per PRI	\$188.00	\$376.00
Individual Additional Telephone Numbers/ Each additional telephone number excluding DID numbers	\$8.00	\$376.00

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SECTION 9 – NETWORK SWITCHED SERVICES

9.2 SERVICE DESCRIPTIONS AND RATES (continued)

9.2.4 Integrated Access Service

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

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

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

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

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

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SECTION 10 – ADDITIONAL SERVICES

10.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES

10.1.1 General

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

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

10.1.2 Description of Line and/ or Trunk Features

The following features are for end user lines:

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

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

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

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

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

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SECTION 10 – ADDITIONAL SERVICES

10.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES (continued)

10.1.2 Description of Line and/ or Trunk Features (continued)

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

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

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

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

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

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

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

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SECTION 10 – ADDITIONAL SERVICES

10.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES (continued)

10.1.2 Description of Line and/ or Trunk Features (continued)

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

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

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

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

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

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

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

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

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

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

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SECTION 10 – ADDITIONAL SERVICES

10.2 DIRECTORY ASSISTANCE SERVICE

10.2.1 General

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

10.2.2 Description

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

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

10.2.3 Exemptions

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

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

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

10.2.4 Regulations

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

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

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SECTION 10 – ADDITIONAL SERVICES

10.2 DIRECTORY ASSISTANCE SERVICE (continued)

10.2.5 Rates

MaximumNon-recurring Charge

Business Directory Assistance
Service Calls, per call

\$4.00

10.3 RESERVED FOR FUTURE USE

10.4 NUMBER TO NUMBER REFERRAL SERVICE

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

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

Monthly Recurring Charges

Referral Service, per number

\$99.00

10.5 RESERVED FOR FUTURE USE

10.6 DIRECTORY LISTING SERVICES

10.6.1 Directory Listing Definitions

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

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

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

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

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

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

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

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

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

10.10 CUSTOMER REQUESTED TEMPORARY SUSPENSION

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

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SECTION 11 – SPECIAL CONSTRUCTION

11.1 SPECIAL CONSTRUCTION

11.1.1 General

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

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct;
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available;
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

11.1.2 Customer Acceptance

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

11.1.3 Cost Computation

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

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

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SECTION 11 – SPECIAL CONSTRUCTION

11.1 SPECIAL CONSTRUCTION (continued)

11.1.3 Cost Computation (continued)

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

11.1.4 Termination Liability

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

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

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SECTION 11 – SPECIAL CONSTRUCTION

11.1 SPECIAL CONSTRUCTION (continued)

11.1.4 Termination Liability (continued)

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

11.2 NON-ROUTINE INSTALLATION AND/ OR MAINTENANCE

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

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SECTION 12 - LOCAL SERVICES

12.1 LOCAL SERVICES - USAGE BASED

12.1.1 Rates and Charges and Time Periods

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

12.1.2 Local Calling

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

12.2 BUSINESS LOCAL EXCHANGE RATES

Maximum

The following Usage Charges apply:

Message Rate Per Message	\$0.164
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SECTION 12 – LOCAL SERVICES

12.3 GENERAL AVAILABILITY

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

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

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SECTION 13 – CURRENT PRICE LIST

13.1 RESTORAL CHARGE

Restoral Charge: \$187.50

13.2 CHARGES ASSOCIATED WITH PREMISES VISIT

Per Visit Charge

Per Premises Visit:

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

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

13.3 Presubscription-2 (PIC)

Non-recurring

Each Carrier Change (Per Line) \$12.50

13.4 Network Switched Services

a. Optional Direct Inward Dial (DID) Service Option

1) Recurring and Nonrecurring Charges

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

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

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SECTION 13 – CURRENT PRICE LIST

b. Local Digital PBX Trunk Service

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

c. Local ISDN-PRI Service

2) Recurring and Nonrecurring Charges

Local ISDN-PRI Service Arrangement:

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

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SECTION 13 – CURRENT PRICE LIST

13.4 Network Switched Services, (cont'd)

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

Local ISDN-PRI Custom Calling Charges:

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

d. Integrated Access Service

Monthly Recurring Charges:

Voice Channels

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

13.5 DIRECTORY ASSISTANCE SERVICE

Non-recurring Charge

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

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

13.7 DIRECTORY LISTING SERVICES

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

13.8 LOCAL NUMBER PORTABILITY

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

13.9 BUSINESS LOCAL EXCHANGE RATES

The following Usage Charges apply:

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