

**THE OTHER PHONE COMPANY, INC.**  
d/b/a ACCESS ONE COMMUNICATIONS  
6805 Route 202  
New Hope, Pennsylvania 18938  
Issued By: Aloysius T. Lawn, IV, Executive Vice President

RTC No. 1 - Interstate  
Original Title Page

Effective: July 31, 2001

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Interexchange Common Carrier Service

Regulations, rates, and charges applicable  
to interstate communications service furnished  
by

**THE OTHER PHONE COMPANY, INC.**  
**dba**  
**ACCESS ONE COMMUNICATIONS**

Service is furnished by means of wire,  
terrestrial microwave radio, optical fibers,  
satellite circuits or a combination thereof.

This RTC document includes the rates, charges, terms and conditions of service for the provision of interstate communications service by Access One Communications between certain locations in the United States. This RTC document also includes promotional offerings that apply to the domestic offerings of Access One Communications. This RTC documents the Company's standard business practices and offerings.

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CHECK SHEET

The title page and pages of this RTC, as listed below, are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original RTC in effect on the date indicated.

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### **EXPLANATION OF SYMBOLS**

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

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RTC No. 1 - Interstate  
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### **APPLICABILITY OF RTC**

This RTC contains the regulations and rates applicable to the provision of interstate telecommunications services by The Other Phone Company, Inc. d/b/a Access One Communications (hereinafter "the Company") between and among domestic points within the United States as specified herein.

## **SECTION 1 - DEFINITIONS**

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

**Access Coordination** - Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company provided Local Access Channel.

**Administrative Change** - A change in Customer billing address or contact name.

**Alternate Access** - Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special RTC if permitted by applicable governmental rules.

**ASR** - A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

**Authorization Code** - A numerical sequence which enables a customer to access the carrier and which is used by the Company to identify the customer for billing purposes.

**Authorized User** - A person, firm, corporation, or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

**Bandwidth** - The total frequency band, in hertz, allocated for a channel.

**Bill Date** - The date on which billing information is compiled and sent to the Customer.

**Call** - A completed connection between the Calling and Called Stations.

**Called Station** - The telephone number called.

**SECTION 1 - DEFINITIONS, (Cont'd)**

**Calling Station** - The telephone number from which a Call originates.

**Channel or Circuit** - A dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this RTC and selected by a Customer.

**Company** - The Other Phone Company d/b/a Access One Communications, unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or governmental unit which orders Service, either for its own use, as a resale carrier, or as a non-profit manager of a sharing group, and which is responsible for the payment of charges and for compliance with Company RTC regulations. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use the Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

**Customer Premises/Customer's Premises** - Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

**Customer Provided Equipment** - Telecommunications terminal equipment that is located at the customer's residence or place of business.

**Dedicated Access/Special Access** - Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

**DS-0** - DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

**SECTION 1 - DEFINITIONS, (Cont'd)**

**DS-1** - DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

**Due Date** - The Due Date is the date on which payment is due.

**FCC** - Federal Communications Commission.

**Individual Case Basis (ICB)** - Individual Case Basis (ICB) determinations involve situations where complex Customer-specific arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general RTC provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

**Installation** - The connection of a Circuit, Dedicated Access line, or port for new, changed, or an additional service.

**Interruption** - Interruption shall mean a condition where by the service or a portion thereof is inoperative, beginning at the time of notice by the Customer to the Company that such service is inoperative and ending at the time of restoration.

**Kbps** - Kilobits per second.

**LATA** (Local Access Transport Area) - A geographical area established for the provision and administration of communication service of a Regional Bell Operating Company.

**Local Access** - Local Access means the service between a Customer Premises and a Access Communications designated Point-of-Presence.

**Local Access Provider** - Local Access provider means an entity providing Local Access.

**Local Exchange Carrier (LEC)** - The local telephone utility that provides local telephone local exchange and access services.

**Mbps** - Megabits per second.

**Multiplexing** - Multiplexing, or "muxing", is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.



**SECTION 1 - DEFINITIONS, (Cont'd)**

**NA** - Not available.

**N/C** - No charge.

**Nonrecurring Charges** - Nonrecurring Charges are one-time charges.

**Payment Method** - The manner which the Customer designates as the means of billing charges for calls using the Company's services.

**Point-of-Presence (POP)** - A Company designated location where a facility is maintained for the purpose of providing access to its service.

**Rate Center** - A specified geographical location used for determining mileage measurements.

**Restore** - To make service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

**RTC** - Rates, Terms and Conditions of the Company which are posted pursuant to Federal laws and regulations.

**Service** - Service means any or all service(s) provided pursuant to this RTC.

**Service Commitment Period** - The term elected by the Customer and stated on the service order during which the Company will provide the services subscribed to by the Customer.

**Special Promotional Offerings** - Special trial offering, discounts, or modifications its regular service offerings which the Company may, from time to time, offer to its Customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

**Travel Card** - A proprietary calling card offered by the Company which enables the Customer to use the Company's service by dialing a Company-provided access number.

## **SECTION 2 – TERMS AND CONDITIONS**

### **2.1 Description and Limitations of Service**

- 2.1.1 Services provided pursuant to this RTC may be utilized only for the transmission of communications by customers consistent with the terms of this RTC, the rules and regulations of the FCC and the requirements of the Communications Act of 1934, as amended.
- 2.1.2 The Company may require a customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of service. The application shall state the date on which service shall begin and the points between which service is to be provided, the type of facilities required, and any special arrangements related thereto.
- 2.1.3 Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain service under this RTC, provided that the Company reserves the right to deny service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in this RTC, (B) in circumstances in which the Company has reason to believe that the use of the service would violate the provisions of the RTC or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the service, or (C) if insufficient facilities are available to provide the service.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.1 Description and Limitations of Service (cont'd.)**

2.1.4 Service is offered in selected equal access exchanges subject to the availability of facilities and the provisions of this RTC. The Company reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections or the necessary facilities and/or equipment are otherwise not available.

2.1.5 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this RTC, a month is considered to have 30 days.

**2.2 Use of Service**

2.2.1 The services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of services. However, the customer remains liable for all obligations under this RTC notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer. The Customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others, that could harm the facilities of the Company or others or that is consistent with any applicable law or regulation.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.3 Company Provided Equipment**

- 2.3.1 The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company's liability for interruption of service and may make Customer responsible for damage to equipment.
- 2.3.2 Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.3.3 The Company reserves the right of entrance for its employees, agents or contractors to the premises of the subscriber, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing the carrier's equipment. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.4 Liability**

- 2.4.1 Except as provided otherwise in this RTC, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause of causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing services to restore service in compliance with the FCC's Rules and Regulations.
- 2.4.2 With respect to any claim or suit, the Company's liability, if any, shall not exceed an amount equal to the charge applicable under this RTC to the period during which services were affected. For those services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which service was affected.
- 2.4.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service, facilities or equipment associated with such service.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.4 Liability, (cont'd)**

- 2.4.4 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.4.5 All or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.4.6 THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.4.7 With respect to the routing of calls by the Company to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the call, or (b) the sum of \$1,000.00.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.4 Liability, (cont'd.)**

2.4.8 In the event parties other than Customer (e.g., Customer's customers) shall have use of the service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects.

**2.5 Payment Arrangements**

2.5.1 The Customer is responsible for payment of all charges for services furnished to the Customer or its joint or authorized users. 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.

2.5.2 The Company's bills are due upon receipt. Amounts not paid within 30 days from the due date of the invoice will be considered past due. Customers may be assessed a late fee on past due amounts in the maximum lawful rate under applicable state law but shall not exceed a one time late fee of 5% for such months billings. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.5 Payment Arrangements, (cont'd.)**

- 2.5.3 Customers who present an undue risk of nonpayment may be required to provide the Company a security deposit, up to an amount equal to the applicable installation charges, if any, and/or up to one year's actual or estimated usage charges for the service to be provided. Such applicants or customers may also be required, at any time, to provide other assurances of, or security for, the payment of the Company's charges for its services as the Company may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the customer's assets, and similar arrangements. The required deposit or other security may be increased or decreased by the Company as it deems appropriated in the light of changing conditions.
- 2.5.4 Disputes with respect to charges must be presented to the Company in writing within three months from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the customer.
- 2.5.5 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.5.6 Customers whose bills are rendered by a Local Exchange Carrier will be billed a monthly recurring charge of \$2.95 per Business Account and \$4.95 per Residential Account, in addition to all other applicable usage charges, nonrecurring and monthly recurring charges.



**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.5 Payment Arrangements, (cont'd.)**

**2.5.7 SpeedPay**

If the Customer's account is delinquent or when the Customer calls the Company's business office to make payment arrangement, the Customer will be given the option to pay via electronic payment system, SpeedPay. The Customer electing SpeedPay will be notified in advance of an additional SpeedPay processing fee of \$5.00. The Customer whose service has been disconnected may be required to reestablish service using SpeedPay and will be assessed the \$5.00 SpeedPay processing fee.

**2.5.8 Return Check Charge**

The Company reserves the right to assess a charge of \$25.00, or the maximum amount allowed by law (whichever is less), whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.6 Discontinuance of Service**

- 2.6.1 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of service under this RTC, the Company may, without incurring any liability, immediately discontinue the furnishing of such service. Customer shall be deemed to have canceled service as of the date of such disconnection and shall be liable for any cancellation charges set forth in the RTC.
- 2.6.2 The Company reserves the right to discontinue furnishing services or billing options when necessitated by condition beyond its reasonable control.
- 2.6.3 Service may be discontinued by the Company, without notice to the customer by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain customer authorization codes such as calling card codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.
- 2.6.4 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- 2.6.5 The discontinuance of service by the Company pursuant to this section does not relieve the customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.6 Discontinuance of Service, (cont'd.)**

- 2.6.6 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.6.7 Except as otherwise provided in the RTC or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the persons whose names and business addresses appear on the executed service order.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.7 Method for Calculation of Airline Mileage**

The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by using industry-standard vertical (V) and horizontal (H) coordinates according to the following formula:

Formula:

$$\sqrt{\frac{(v_1 - v_2)^2 + (h_1 - h_2)^2}{10}}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.8 Time of Day Rate Periods**

Time of Day Rate Periods apply to Network's residential rates only. Time of Day Rate Periods are determined by the time of day at the location of the calling station.

DAY: From 8:00 AM, up to but not including 5:00 PM  
Monday - Friday

EVENING: From 5:00 PM, up to but not including 11:00 PM  
Monday - Friday

NIGHT/WEEKEND: From 11:00 PM, up to but not including 8:00 AM  
Everyday; All Day Saturday; All Day Sunday

**2.9 Recognized National Holidays**

The following are Company Recognized National Holidays determined at the location of the calling station.

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th (Independence Day), Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas.

The evening rate is used unless a lower rate normally would apply. When a call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minutes applies.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.10 Special Customer Arrangements**

In cases where a customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this RTC, the Company, at this option, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

**2.11 Other Terms and Conditions**

- 2.11.1 The provision of service will not create a partnership or joint venture between the Company and the customer nor result in joint service offerings to their respective customers.
- 2.11.2 A customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the customer without prior written approval of the Company.
- 2.11.3 If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a service, that entity's charges may at the Company's option be passed through to the customer also.
- 2.11.4 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this RTC, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.11 Other Terms and Conditions, (Cont'd.)**

2.11.5 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.

**2.12 Taxes and Fees**

2.12.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this RTC.

2.12.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.12.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.12 Taxes and Fees, (cont'd.)**

**2.12.3 (cont'd.)**

**A. Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard RTC listed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.



**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.12 Taxes and Fees, (cont'd.)**

**2.12.3 (cont'd.)**

**A. Pay Telephone Surcharge (cont'd.)**

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call, maximum	\$0.30
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**B. Universal Connectivity Charge**

Services provided pursuant to this RTC document are subject to an undiscountable monthly Universal Connectivity Charge, which is equal to Customer's total net interstate and international charges, after application of all applicable discounts and credits. For all services and usage through January 31, 2002, the charge applied to the Customers bill is 9.9%. Effective February 1, 2002, this charge will increase to 11.5%

1. The Company will waive the Universal Connectivity Charge with respect to specifically identified Company charges to the extent that the Customer demonstrates to the Company's reasonable satisfaction that:
  - (a) The Customer has filed a Universal Service Worksheet with the Universal Service Administrator covering the twelfth month prior to the month for which the Customer seeks the waiver (i.e., to be eligible for a waiver in February 1998, the Customer must have filed a Universal Service Worksheet with the Universal Service Administrator covering February 1997);

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.12 Taxes and Fees, (cont'd.)**

**2.12.3 (cont'd.)**

**B. Universal Connectivity Charge (Cont'd.)**

1. (Cont'd.)

- (b) The charges with respect to which the waiver is sought are for services purchased by the Customer for resale; and
- (c) The Customer will file a Universal Service Worksheet with the Universal Service Administrator in which the reported billed revenues will include all billed revenues associated with the Customer's resale of services purchased from the Company.

2. (a) Texas Universal Service Fund (TUSF) Charge

Services provided in this RTC are subject to an undiscountable monthly Texas Universal Service Fund (TUSF) charge of 3.6% (or as modified from time to time by the applicable agency) of the Customer's total net interstate and international charges for calls that both originate and are billed within the state of Texas after applicable discounts and credits.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.12 Taxes and Fees, (cont'd.)**

**2.12.3 (cont'd.)**

**B. Universal Connectivity Charge (Cont'd.)**

2. (Cont'd.)

(b) Oregon Universal Service Charge

Services provided pursuant to this RTC are subject to an undiscountable monthly Oregon Universal Service Charge. Based on billing availability, this Charge is applied to the Customer's total net interstate and international monthly recurring and usage-based charges for calls that both originate and are billed within the State of Oregon, after application of all applicable discounts and credits. Interstate and international charges are assessed this Charge under order by the Public Utility Commission of Oregon.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.12 Taxes and Fees, (cont'd.)**

**2.12.3 (cont'd.)**

**B. Universal Connectivity Charge (Cont'd.)**

3. The Universal Connectivity Charge will not be waived with respect to:
  - (a) Charges for services purchased by Customer for its own use and an end user; or
  - (b) Charges for which the bill date is on, prior to, or within fifteen days after, the date on which the Customer applies for a waiver with respect to those charges.
4. The Company may waive the Universal Service Charge under the specific conditions listed in the product descriptions in this RTC.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.12 Taxes and Fees, (cont'd.)**

**2.12.3 (cont'd.)**

**C. Presubscribed Interexchange Carrier Charge (PICC)**

For any telephone line, automatic number identification (ANI), terminal, extension, or equivalent for which the Company is designated by the Local Exchange Carrier, cellular service provider, personal communications service provider, or other similar entity to be a Customer's Primary Interexchange Carrier (PIC), the Company will assess the Customer a monthly recurring charge, called a Presubscribed Interexchange Carrier (PICC), for each line or equivalent, that the Company is so designated. The aggregate of these PICCs will not be prorated for a partial month of service, are not subject to any discounting and do not contribute to any monthly minimums. The PICCs charged by the Company are as follows:

Monthly Recurring Charges

1. All Locations

ISDN BRI, Per Line	\$0.00
ISDN PRI, Per Line	\$21.55
All Other Multi-Line	
Business Accounts, Per Line	\$4.31

These charges apply on multi-line business accounts, in addition to the usage and other charges that apply to any service included in this RTC. These charges do not apply to residential or single line business accounts.

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.12 Taxes and Fees, (cont'd.)**

2.12.3 (cont'd)

**C. Local Connect Surcharge**

A monthly recurring Local Connect Surcharge will be imposed on each account with switched toll services presubscribed to the Company. The Local Connect Surcharge will be composed of a fixed monthly rate element and a variable element which is based on the total interstate/international usage attributable to all lines presubscribed to the same account.

	Local Connect Surcharge
Fixed Monthly Charge, per account	\$2.95
Usage Based Element, per minute	\$0.00978

The maximum combined Local Connect Surcharge will not exceed \$5.00 in any one billing period.

**D. Regulatory Compliance Fee (RCF)**

(N)

The Regulatory Compliance Fee recovers costs associated with regulatory compliance items and administrative management, including, but not limited to, costs associated with state-to-state access charges, property taxes and expenses related to regulatory compliance. This fee is not a tax or charge required by the government. The fee is assessed on a monthly per line basis to lines that are presubscribed to the Company for local and / or long distance service.

	Monthly Recurring Charge Per Local or Presubscribed Long Distance Line or Trunk
Residential / Business	\$11.95
ISDN PRI / T1	\$54.75

(N)

**E. End User Access Fee**

(N)

The fee is assessed on a per line basis to all Customers who subscribe to the Company's residential local bundled service plans.

Monthly Recurring Fee, Per Line	\$3.97
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(N)

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.12 Taxes and Fees, (cont'd.)**

**2.12.3 (cont'd)**

**F. Network Compensation Charge (NCC)**

(N)

This monthly recurring fee compensates the Company for building a network in order to continue to provide high-quality services despite significant changes in federal laws. This fee is not a tax or charge required by the government. The fee is assessed on a per line basis to all Customers who subscribe to the Company's bundled service plans and long distance-only plans, excluding those covered by contracts.

	Monthly Recurring Charge Per Line
Long Distance-Only Plans	\$11.95
Local Bundled Service Plans	\$ 8.95*

\*On-Net Customers who are assessed the NCC and who are provided the local service portion of their bundled plan via local switching facilities owned by the Company, or have an additional T1 or other complex service on the save account or an affiliated account will receive an \$4.00 per line monthly credit offsetting this charge.

(N)

**G. Wholesale Carrier Charge**

(N)

This monthly recurring fee is assessed, per line, to recover increased wholesale costs and the administrative costs to collect and remit taxes, charges and regulatory fees. This charge is not mandated by any governmental authority.

	Fee per line:
Long Distance (stand alone) Service fee	\$11.95

(N)

**H. Energy Recovery Charge (ERC)**

(N)

The ERC is a charge to compensate the Company for rapid increases in fuel expenses, energy expenses associated with network maintenance, and higher related wholesale costs. The charge is assessed on a per account basis to all presubscribed customer accounts.

	Business Accounts	Residential Accounts
Monthly Charge, Per Account	\$4.95	\$2.95

(N)

**SECTION 2 – TERMS AND CONDITIONS, (Cont'd.)**

**2.13 Denial of Carrier Charges**

When a vendor that is a telecommunications carrier (or acting on behalf of a telecommunications carrier), the Company will not accept charges for usage associated with telephone lines that are not subscribed to the Company's service or from lines associated with the services of another telecommunications carrier or reseller of another telecommunications carrier. The vendor will be required to pay a nonrecurring charge per telephone line or number when usage charges from such lines or numbers are billed to the Company in error. In addition, a per minute usage charge will be assessed to the vendor for each message billed in error.

Nonrecurring Charge, per telephone line or number	\$10,000
Usage Charge Per Minute	See Section 3.1.1.A of this RTC



### **SECTION 3.0 SERVICE DESCRIPTION AND RATES**

#### **3.1 General**

The Customer is ultimately responsible for all charges incurred by the Customer, the Customer's Authorized User, or through use of assigned authorization code. Each Customer is charged individually for each call placed through the Company's network.

For mileage based services, the distance in airline miles is computed using industry-standard vertical (V) and horizontal (H) coordinates and following formula:

**Formula:**

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

**SECTION 3.0 SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.2 Timing of Calls**

- 3.2.1** Initial Period - The initial period is the length of a call for minimum billing purposes. The initial period varies by rate schedule and is specified in individual product rates sections of this RTC document.
- 3.2.2** Additional Period - The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in the individual product rates sections of this RTC document.
- 3.2.3** Chargeable time for all calls begins when the called station is answered.
- 3.2.4** Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.2.5** Time of day designations are used in this RTC document to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.
- 3.2.6** Calls are billed based on the rate in effect for the actual time period during which the call begins. Calls that cross rate period boundaries are billed the rate in effect at the start of the call for the duration of the entire call.

**SECTION 3.0 SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.3 Directory Assistance**

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

**3.3.2 Rates**

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. No call allowance applies. A Call Completion charge applies for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number. Call Completion is available where technically feasible.

Directory Assistance, per Request	\$1.25
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**SECTION 3.0 SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.4 Access One Long Distance Service**

Access One Long Distance Service is offered to business and residential Customers for both inbound and outbound, intraLATA, interLATA and interstate calling over standard switched lines. Calls are billed in six (6) second increments after an initial minimum call duration of thirty (30) seconds. Reduced rates are available to Customers who commit to term plans.

Usage Charges:

Term Plan	Per Minute Rate
Month to Month	\$0.089
1 Year Term	\$0.079
2 Year Term	\$0.069

**SECTION 3.0 SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.5 Operator Services**

The use of the Company's Operator Services allows the Customer to select from the special call handling or billing arrangements specified below. Call, rates, charges, and applicable service charges will be assessed to the call originator, the called party's telephone number or a third party's telephone number based upon the call type (i.e., operator dialed, collect, third party billed, or Customer dialed credit card billed, without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgment of other parties, where applicable. The following type of billing is available:

**3.5.1 Customer Dialed Calling/Credit Card**

This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.

**3.5.2 Operator Station**

This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

**3.5.3 Person-to-Person**

This is a service whereby the person originating the call specifies to Access One's operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

**SECTION 3.0 SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.5 Operator Services, (cont'd.)**

**3.5.4 Per Minute Usage Charges -**

Calling Card Rate Per Minute	\$0.25
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The per minute usage rate for other types of operator-assisted calls is identical to the usage rate that applies under the Customer's selected calling plan, as stated in Section 3.4.

**3.5.5 Service Charge**

A per-call service charge applies in addition to the per minute usage rates when applicable. The service charge applies in all rate periods.

	<b>Per Call</b>
Customer Dialed Calling Card/Automated	\$1.50
Operator Dialed Calling Card	\$3.95
Operator Station	
Collect	\$3.95
Third Party Billed	\$3.95
Person to Person	\$6.75

**SECTION 3.0 SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.6 Busy Line Verification and Interrupt**

Busy Line Verification and Interrupt services are offered in areas where the service may be obtained from the local exchange carrier.

With Busy Line Verification (BLV), the Access One operator will contact the LEC operator to determine if the called number or line is in use. Only one BLV will be made per telephone call and an associated charge will apply whether or not conversation was detected on the line. The operator will not complete the call for the Customer initiating the verification request.

Busy Line Interrupt (BLI) allows the Access One operator to contact a LEC operator to interrupt a telephone conversation in progress, upon the caller's request and after a Busy Line Verification occurs. Upon the caller's request, the Access One operator will contact the LEC operator, who will interrupt the busy line and inform the called party that there is a call waiting from the caller. The LEC operator will not complete the call, but will only inform the called party of the request. If the call is released the Access One operator will offer to complete the call for the Customer initiating the interrupt request. An applicable service charge and applicable per minute charges will apply to the completed call. Only one BLI attempt will be made per telephone call and a charge will apply whether or not the called party releases the line.

Busy Line Verification, per request:	\$7.00
Busy Line Interrupt, per request:	\$7.00

**SECTION 4.0 - OBSOLETE SERVICES**

**4.1 General**

Services in this Section are only available to existing Customers at existing locations.

**4.2 Basic Access One Long Distance Service**

Basic Access One Long Distance Service is offered to existing business and residential Customers for both inbound and outbound, intraLATA, interLATA and interstate calling over standard switched lines at existing locations. Calls are billed in six (6) second increments after an initial minimum call duration of thirty (30) seconds. Reduced rates are available to Customers who commit to term plans.

Usage Charges:

Term Plan	Per Minute Rate
Month to Month	\$0.099
1 Year Term	\$0.095
2 Year Term	\$0.089