



Patrick D. Crocker
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September 5, 2008

Ms. Renee Jenkins, Commission Secretary
Docketing Division
180 East Broad Street, 13th Floor
Columbus, OH 43215

RE: FIRST CALL COMMUNICATIONS, INC.
d/b/a A.T.S.
Application to Detariff – Case No. 08-1062-TP-ATA

Dear Mr. Jenkins,

Attached for filing, on behalf of First Call Communications, Inc. d/b/a A.T.S. is the Application to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD.

The following items are included with this filing:

- Application Form for Detariffing and Related Actions
- Exhibit A – Existing Tariff
- Exhibit B – Proposed Replacement Tariff
- Exhibit C – Summary of Changes
- Exhibit D – Explanation of Compliance
- Exhibit E – Customer Notice
- Exhibit F – Customer Notice Affidavit

Any questions regarding this filing may be directed to my attention at (269) 381-8893 or via e-mail to Patrick@crockerlawfirm.com

Very truly yours,

CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/pas

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for
DETARIFFING AND RELATED ACTIONS

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of _____)
First Call Communications, Inc. d/b/a A.T.S.)
to Detariff Certain Tier 2 Services and make other changes)
related to the Implementation of Case No. 06-1345-TP-ORD)

TRF Docket No. 90- 9233

Case No. ___ - ___ - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) First Call Communications, Inc. d/b/a A.T.S.
DBA(s) of Registrant(s) A.T.S. +
Address of Registrant(s) 4450 Belden Village Street NW, Suite 602, Canton, OH 44718 +
Company Web Address www.ats-firstcall.com
Regulatory Contact Person(s) Myra Stidd Phone 330-649-9265 + Fax 330-649-9275
Regulatory Contact Person's Email Address customerservice@ats-firstcall.com
Contact Person for Annual Report Myra Stidd Phone 330-649-9265
Address (if different from above) _____
Consumer Contact Information Myra Stidd Phone 330-649-9265
Address (if different from above) _____

Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part II – Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Bill Stathakaros, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 9/2/08 at (Location) 4450 Belden Village St NW Ste 602, Canton, OH 44718

*(Signature and Title) Angela M. Hutchinson (Dominic) (Date) 9/2/08
Notary Public

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Bill Stathakaros

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) [Signature] (Date) 9/2/08

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

EXHIBIT A

Existing Affected Tariff Pages

**TARIFF FOR
REGULATIONS, RATES AND CHARGES APPLICABLE TO
INTEREXCHANGE RESELLER SERVICES FURNISHED BY
FIRST CALL COMMUNICATIONS, INC.
D/B/A A.T.S.
WITHIN THE STATE OF OHIO**

CASE NO. 06-____-TP-ACN

TRF NO. 90-9233-TP-TRF

Issued: September 25, 2006
Case No.

Effective: October 25, 2006

Issued by: Bill Stathakaros, President
First Call Communications, Inc. d/b/a A.T.S.
4450 Belden Village St. NW
Suite 602
Canton, OH 44718

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	25	Original
2	1 st Revised*	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original	34	Original
11	Original	35	Original
12	Original	36	Original
13	Original	37	Original
14	Original	38	Original
15	Original	39	1 st Revised*
16	Original	40	Original
17	Original	41	Original
18	Original	42	1 st Revised*
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		

* New or Revised Sheets

Issued: June 7, 2006

Effective: June 7, 2006

Case No. 03-223-TP-ACE

Issued by: Bill Stathakaros, President
First Call Communications, Inc.
4450 Belden Village St. NW
Suite 602
Canton, OH 44718

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

None

CONNECTING CARRIERS:

None

OTHER PARTICIPATING CARRIERS:

None

Issued: January 21, 2003
Case No.

Effective: March 24, 2003

Issued by: Bill Stathakaros, President
First Call Communications, Inc.
4450 Belden Village St. NW
Suite 602
Canton, OH 44718

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

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).

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. 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.

Issued: January 21, 2003
Case No.

Effective: March 24, 2003

Issued by: Bill Stathakaros, President
First Call Communications, Inc.
4450 Belden Village St. NW
Suite 602
Canton, OH 44718

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Ohio by First Call Communications, Inc. ("Company"). All services contained within this tariff are competitive.

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EXPLANATION OF SYMBOLS

- (C) To signify changed regulations
- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

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1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, 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 or Customer 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 tariff if permitted by applicable governmental rules.

Application for Service

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.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

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.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to an interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

Public Utilities Commission of Ohio

Company

First Call Communications, Inc.

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally 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 minute applies.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. 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 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.

DCS

DCS means Digital Cross-Connect System.

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.

DS-1

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

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with DDS Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

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

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff 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.

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Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to 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 communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company 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 telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing 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.

N/A

Not available.

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 Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

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Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

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.

Route Diversity

Two channels which are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

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. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of 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.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

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2. RULES AND REGULATIONS

2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. 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 Tariff in compliance with the Minimum Telephone Service Standards (MTSS) Section 4901:1-5-17.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after seven days written notice to the Customer if:
 - 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
 - 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. 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 Tariff, a month is considered to have 30 days.
- 2.1.7. Reserved for future use.

2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.

2.1.9. Reserved for future use.

2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice will be given in writing to the persons whose names and business addresses appear on the executed Service Order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

2.2. Other Terms and Conditions

2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.

2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.

2.2.3. 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.

2.2.4. 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.

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- 2.2.5. 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.
- 2.2.6. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.7. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.8. 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 will be passed through to the Customer also.
- 2.2.9. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

2.3. Liability

- 2.3.1. Except as provided otherwise in this Tariff, 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 or 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 law, 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 Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.

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- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. 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.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access.
- 2.3.6. 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.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred

by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by 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. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. 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. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company 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.
- 2.3.9. 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 Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service 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.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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2.4. Cancellation of Service by a Customer

- 2.4.1. When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for: where the Company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements or facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.5. Cancellation for Cause by the Company

- 2.5.1. The Company will comply with Rule 4901:1-5-17, Ohio Administration Code, in denying or disconnecting service.

2.6. Credit Allowance

- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

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- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence when the Company discovers the interruption or when the Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1. 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 Tariff 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 and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- 2.8. Payment Arrangements
- 2.8.1. Company bills and billing practices will comply with 4901:1-5-15.
- 2.8.2. 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.
- 2.8.3. The Company's bills are due fourteen (14) days from the date of the postmark on the bill. Amounts not paid by the due date will be considered past due.

- 2.8.4. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

First Call Communications, Inc.
4450 Belden Village St. NW, Suite 602
Canton, OH 44718

Telephone: (330) 649-9265
Facsimile: (330) 649-9275
Toll Free: (800) 961-4245

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

Telephone: (800) 686-7826 (voice)
(800) 686-1570 (TDD)
Facsimile: (614) 752-8351

- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

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

2.9. Assignment

- 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.10. Tax and Fee Adjustments

- 2.10.1. The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with Commission procedure by sending notice to all customers informing them of the new line item charges.

2.10.2. Reserved for future use.

2.10.3. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

2.10.4. Reserved for future use.

2.10.5. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-government 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, compensation to payphone service providers for use of their payphones to access the Company's services.

2.11. Method for Calculation of Airline Mileage

2.11.1. 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 reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

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.

Example:

	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

the square root of: $\frac{(5004-5987)^2 + (1406-3424)^2}{10}$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

- 2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/
WEEKEND: From 11:01 PM to 8:00 AM Everyday
From 8:01 AM to 11:00 PM Saturday
From 8:01 AM to 5:00 PM Sunday

2.13. Special Customer Arrangements

- 2.13.1. 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 Tariff, 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. Any service for which special customer arrangements are made will be a tariffed service.

2.14. Inspection

- 2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

Issued: January 21, 2003
Case No.

Effective: March 24, 2003

Issued by: Bill Stathakaros, President
First Call Communications, Inc.
4450 Belden Village St. NW
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3. DESCRIPTION OF SERVICES**3.1. Wide Area ("WATS") and Message ("MTS") Toll Services**

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3.3. Switched Outbound Service

3.3.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.4. Dedicated Inbound Service

3.4.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.5. Dedicated Outbound Service

3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.6. Calling Card Service

3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

3.7. Timing of Calls

- 3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.7.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

3.8. Minimum Call Completion Rate

- 3.8.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all services.

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4. RATES AND CHARGES

4.1. Usage Rates

- 4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

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4.2. Switched Inbound Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds		Additional 60 Seconds	
ALL	0.02 min	0.40 max	0.02 min	0.40 max

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4.3. Switched Outbound Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds		Additional 60 Seconds	
All	0.02 min	0.40 max	0.02 min	0.40 max

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4.4. Dedicated Inbound Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds		Additional 60 Seconds	
All	0.02 min	0.40 max	0.02 min	0.40 max

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4.5. Dedicated Outbound Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds		Additional 60 Seconds	
ALL	0.02 min	0.40 max	0.02 min	0.40 max

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Issued by: Bill Stathakaros, President
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4.6. Calling Card Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds		Additional 60 Seconds	
ALL	0.02 min	0.40 max	0.02 min	0.40 max

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4.7. Recurring Charges

4.7.1. Customers will incur a monthly fee of \$5.00 for usage less than \$5.00

(N)

4.8. Non-recurring Charges

4.8.1. Reserved For Future Use.

4.9. Special Promotional Offering

4.9.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12 month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.10. Emergency Calls

4.10.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

4.11. Payphone Use Service Charge

4.11.1.A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$.45.

4.12. Universal Connectivity Charge

4.12.1. Services provided pursuant to this tariff are subject to an undiscountable monthly Universal Connectivity Charge. This monthly service charge is based upon the F.C.C. Universal Service assessment of the Customer's total net intrastate, interstate and international charges, after application of all applicable discounts and credits.

4.12.1.A. 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:

1. 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;
2. the charges with respect to which the waive is sought are for services purchased by Customer for resale; and
3. 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.

4.12.1.B. The Universal Connectivity Charge will not be waived with respect to:

1. charges for services purchased by the Customer for its own use as an end user; or
2. 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.

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5. **PRICE LIST**5. Interexchange Service - Rates and Charges5.1 Switched Inbound Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.25	0.25

5.2. Switched Outbound Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.25	0.25

5.3. Dedicated Inbound Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.25	0.25

Issued: February 18, 2003
Case No. 03-223-TP-ACE

Effective: March 24, 2003

Issued by: Bill Stathakaros, President
First Call Communications, Inc.
4450 Belden Village St. NW
Suite 602
Canton, OH 44718

PRICE LIST5.4. Dedicated Outbound Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.25	0.25

5.5. Calling Card Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.25	0.25

5.6. Payphone Use Service Charge

Per call service charge - \$.45

5.7. Monthly Recurring Charge

Customers will incur a monthly fee of \$5.00 for usage less than \$5.00

(N)

FIRST CALL COMMUNICATIONS, INC.
D/B/A A.T.S
Local Exchange Services
P.U.C.O. NO. 2

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE FURNISHED BY
FIRST CALL COMMUNICATIONS, INC.
D/B/A A.T.S.
THROUGHOUT THE STATE OF OHIO

ISSUED: September 25, 2006

EFFECTIVE: October 25, 2006

Issued under authority of the Public Utilities Commission of Ohio,
In accordance with Case No. 06-____-TP-ACN

Bill Stathakaros, President
First Call Communications, Inc. d/b/a A.T.S.
4450 Belden Village Street NW, Suite 602
Canton, OH 44718

FIRST CALL COMMUNICATIONS, INC.
Local Exchange Services
P.U.C.O. NO. 2

CHECK SHEET

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

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1	1 st Revised	October 23, 2006
2	1 st Revised*	June 7, 2006
3	Original	March 24, 2003
4	Original	March 24, 2003
5	1 st Revised*	June 7, 2006
6	Original	March 24, 2003
7	Original	March 24, 2003
8	1 st Revised*	June 7, 2006
9	Original	March 24, 2003
10	Original	March 24, 2003
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23	Original	March 24, 2003
24	Original	March 24, 2003
25	Original	March 24, 2003

ISSUED: June 7, 2006

EFFECTIVE: June 7, 2006

Issued under authority of the Public Utilities Commission of Ohio,
Dated: March 21, 2003, in Case No. 03-223-TP-ACE

Bill Stathakaros, President
First Call Communications, Inc.
4450 Belden Village Street NW, Suite 602
Canton, OH 44718

FIRST CALL COMMUNICATIONS, INC.
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ISSUED: January 21, 2003

EFFECTIVE: March 24, 2003

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____-TP-ACE

Bill Stathakaros, President
First Call Communications, Inc.
4450 Belden Village Street NW, Suite 602
Canton, OH 44718

FIRST CALL COMMUNICATIONS, INC.
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63.13	Original	March 24, 2003
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Bill Stathakaros, President
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Canton, OH 44718

FIRST CALL COMMUNICATIONS, INC.
Local Exchange Services
P.U.C.O. NO. 2

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68	Original	March 24, 2003
69	1 st Revised	June 7, 2006
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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED
IN THIS TARIFF.

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

C - To signify changed regulation.

D - To signify decreased rate.

I - To signify increased rate.

T - Textural Change.

N - New rate or regulation.

M – Material moved to another location

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FIRST CALL COMMUNICATIONS, INC.
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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by First Call Communications, Inc., to Customers within the local exchange service area defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

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FIRST CALL COMMUNICATIONS, INC.
Local Exchange Services
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1. Definitions

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a digital, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

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

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

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1. Definitions (Cont'd)

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call or per line basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: First Call Communications, Inc. , which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial Station sets.

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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1. Definitions (Cont'd)

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

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.

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 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

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 Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps: Megabits, or million of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

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

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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FIRST CALL COMMUNICATIONS, INC.
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1. Definitions (Cont'd)

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

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

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

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 of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

Services: The Company's telecommunications services offered on the Company's network.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

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2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

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

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, 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

2.1.2.1 The Company reserves the right to limit or 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.

2.1.2.2 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 facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- 2.1.3.3 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 30 days written notice. Any termination shall not relieve 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.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.
- 2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
- 2.1.3.8 The 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.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties. Rule 4901:5-16crediting provisions will apply in accordance with the Minimum Telephone Service Standards and relevant Commission Orders. The Company may apply for a waiver in accordance with Rule 4901:5-16(C).

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.1.4.7 Reserved for future use.
- 2.1.4.8 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.1.4.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.10 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.11 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

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 notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall install new service in accordance with Ohio Administrative Code, Rule 4901:1-5-16 and 4901:1-5-20.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.4 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. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

2.2.1 The service 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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (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 conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service 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 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;
- (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 the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

- (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 2.3.1 (d) above; 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 or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 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 the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Service 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 the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable 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 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 Reserved for future use.

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2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users

2.5.1.1 Taxes: The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the services furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without first seeking Commission approval under the appropriate procedures required by the Commission's Local Service Guidelines, Case No. 95-845-TP-COI.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer. Subscriber bills will contain all of the information required by 4901:1-5-15.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If not paid by the due date, it then becomes past due. For residential service the Company shall offer the option of deferred payment arrangements, with the option to spread installation charges over a period of three months.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new customers or existing customers whose service is disconnected, 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 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed a fee of \$20.00, except as may be waived under appropriate circumstances.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

First Call Communications, Inc.
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Telephone: (330) 649-9265
Facsimile: (330) 649-9275
Toll Free: (800) 961-4245

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

Telephone: (800) 686-7826 (voice)
(800) 686-1570 (TDD)
Facsimile: (614) 752-8351

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of the Rule 4901: 1-17 of the Ohio Administrative Code and Rule 4901:1-5-13 and 14 of the PUCO's Minimum Telephone Service Standards. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

2.5.5.2 Reserved for future use.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5.4 Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive month of payment.

2.5.6 Discontinuance of Service

2.5.6.1 Disconnection of local and toll service will be in accordance with Rule 4901:1-5-17.

2.5.6.2 Disconnection for nonpayment of local service will be in accordance with Rule 4901:1-5-17(A).

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

2.5.6.3 Disconnection for Nonpayment of Toll Service will be in accordance with Rule 4901:1-5-17(B).

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.4 Disconnection for Reasons other than Nonpayment with notice will be in accordance with Rules 4901:1-5-17(D) and (E).

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

2.5.6.4 Disconnection for Reasons other than Nonpayment without notice will be in accordance with Rule 4901:1-5-17(G).

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2. Regulation (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.5 Reserved for future use

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2. Regulation (Cont'd)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: At a minimum, credit allowances will be calculated consistent with MTSS Rule, 4901:1-5-16.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) service interruption caused as a result of negligent or willful act on the part of the subscriber;
- (b) interruptions due to the failure or malfunction of subscriber owned telephone equipment;
- (c) interruptions of service as a result of acts of God, military action, wars, insurrection, riots, or strikes; or
- (d) is extended by the company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment.

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2. Regulation (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

- 2.6.3 Use of Alternative Service Provided by the Company: Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

2.7 Cancellation of Service

2.7.1. Cancellation of Application for Service

- 2.7.1.1 When a Customer cancels 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 as follows: Where the Company has notified a Customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.7.2 Cancellation of Service by the Customer

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 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

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2. Regulations (Cont'd)

2.8 Transfer 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 (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order and 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.
- 2.9.3 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 deposit 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.
- 2.9.4 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.
- 2.9.5 Subscriber bills will contain all of the information required by 4901:1-5-15.

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2. Regulations (Cont'd)

2.10 Universal Emergency Number Service – 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

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3. Service Descriptions

3.1 Local Exchange Service: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

3.1.1 Exchange Areas Served and associated Local Calling Areas: Exchanges where local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.1	D	ADENA	Adena Cadiz Dillonvale Martins-Ferry-Bridgeport St. Clairsville
3.1.1.2	D	ALBANY	Albany Athens Wilkesville
3.1.1.3	A	ALTON	Columbus Metro Area ¹ Cheshire Center Pataskala Rathbone Sunbury Resaca London
3.1.1.4	D	AMANDA	Amanda Canal Winchester Lancaster
3.1.1.5	D	AMESVILLE	Amesville Athens Bartlett Chesterhill
3.1.1.6	D	AMSTERDAM	Amsterdam Bergholz Harlem Springs Richmond

¹The Columbus Metro Area used throughout this section refers to the following exchanges: Alton, Canal Winchester, Columbus, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, West Jefferson, Worthington.

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.7	A	ARABIA	Arabia Guya Ironton Walnut Chesapeake
3.1.1.8	D	ASHLEY	Ashley Delaware Kilbourne Marengo
3.1.1.9	D	ASHVILLE	Ashville Circleville
3.1.1.10	D	ATHENS	Athens Albany Amesville Guysville New Marshfield Shade The Plains

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.11	D	BALTIMORE	Baltimore Canal Winchester Carrol Lancaster Millersport Pataskala Pleasantville
3.1.1.12	D	BARLOW	Barlow Bartlett Watertown Marietta
3.1.1.13	A	BARNESVILLE	Barnesville Beallsville Bethesda Somerton Fairview Morristown Quaker City
1.1.1.14	A	BEALLSVILLE	Beallsville Barnesville Bethesda Clarington Somerton Woodsfield

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.15	D	BEAVER	Beaver Piketon Waverly
3.1.1.16	A	BELLAIRE	Wheeling Benwood Warwood Woodsdale West Liberty Triadelphia Moundsville Bellaire Martins Ferry – Bridgeport St. Clairsville Centerville PowhattanPoint
3.1.1.17	D	BERGHOLZ	Amsterdam Bergholz Harlem Springs
3.1.1.18	A	BETHESDA	Bethesda Barnesville Beallsville Somerton St. Clairsville Centerville Morristown

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.19	D	BEVERLY	Beverly Lowell Stockport Watertown Marietta
3.1.1.20	A	BLOOMINGBURG	Bloomington Jeffersonville New Holland Sedalia Washington Ct. House Mt. Sterling
3.1.1.21	D	BOWERSTON	Bowerston Scio Uhrichsville New Philadelphia
3.1.1.22	D	BREMEN	Bremen Lancaster Rushville
3.1.1.23	D	BRILLIANT	Brilliant Mingo Junction Smithfield Steubenville
3.1.1.24	D	BYESVILLE	Byesville Cambridge
3.1.1.25	D	CADIZ	Adena Cadiz Flushing Freeport Hopedale Jewett Scio

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.26	D	CALDWELL	Caldwell Dexter City Summerfield
3.1.1.27	D	CAMBRIDGE	Byesville Cambridge New Concord Old Washington
3.1.1.28	A	CANAL WINCHESTER	Columbus Metro Area... Carroll Lancaster Amanda Baltimore Cheshire Center Pataskala Rathbone Sunbury
3.1.1.29	A	CARROLL	Carroll Canal Winchester Columbus Lancaster Baltimore
3.1.1.30	D	CHESAPEAKE	Chesapeake Huntington, WV
3.1.1.31	A	CHESHIRE	Cheshire Gallipolis Vinton Pomeroy

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.32	D	CHESHIRE CENTER	Cheshire Center Delaware Kilbourne Rathbone Sunbury Columbus Metro Area
3.1.1.33	D	CIRCLEVILLE	Ashville Circleville Laurelville Williamsport
3.1.1.34	A	CLARINGTON	Clarington Beallsville Duffy Woodfield Powhatan Point
3.1.1.35	A	COLUMBUS	Columbus Metro Area London Carroll Ashville Baltimore Cheshire Center Delaware Johnstown Kilbourne Mt. Sterling Pataskala Rathbone Sunbury Granville Resaca Alexandria

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.36	A	CONESVILLE	Conesville Coshockton Dresden West Lafayette
3.1.1.37	D	COOPERDALE	Cooperdale Coshockton Dresden Fraxeysburg Warsaw
3.1.1.38	A	CORNING	Corning New Lexington Shawnee
3.1.1.39	A	COSHOCTON	Coshockton Conesville West Lafayette
3.1.1.40	D	DELAWARE	Ashley Delaware Cheshire Center Kilbourne Ostrander Radnor Rathbone
3.1.1.41	D	DEXTER CITY	Caldwell Dexter City Lower Salem Summerfield

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.42	D	DILLONVALE- MT.PLEASANT	Adena Dillonvale-Mt. Pleasant Smithfield Tiltonville Martins Ferry-Bridgeport
3.1.1.43	A	DRESDEN	Dresden Conesville Zanesville Cooperdale Frazeytsburg
3.1.1.44	A	DUBLIN	Columbus Metro Area... Cheshire Center Delaware Pataskala Plain City Rathbone Sunbury
3.1.1.45	A	DUFFY	Duffy Clarrington Graysville New Matamoras Woodsfield New Martinsville
3.1.1.46	D	FLUSHING	Cadiz Freeport Flushing St. Clairsville
3.1.1.47	D	FREEPORT	Cadiz Freeport Uhrichsville Flushing

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.48	A	FULTONHAM	Fultonham New Lexington Roseville Somerset Zanesville
3.1.1.49	A	GAHANNA	Columbus Metro Area.... Cheshire Center Johnstown Pataskala Rathbone Sunbury
3.1.1.50	A	GALLIPOLIS	Gallipolis Cheshire Guyan Rio Grande Vinton Walnut Pt. Pleasant, WV
3.1.1.51	D	GLENFORD	Glenford New Lexington Somerset Thornville Newark
3.1.1.52	A	GNADENHUTTEN	Gnadenhutten Newcomerstown Uhrichsville New Philadelphia
3.1.1.53	A	GRAYSVILLE	Graysville Duffy Lewisville New Matamoras Woodsfield

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.54	D	GREEN CAMP	Green Camp Marion
3.1.1.55	A	GROVE CITY	Columbus Metro Area Cheshire Center Mt. Sterling Pataskala Rathbone Sunbury
3.1.1.56	A	GROVEPORT	Columbus Metro Area Cheshire Center Pataskala Rathbone Sunbury
3.1.1.57	A	GUYAN	Guayn Arabia Gallipolis Walnut
3.1.1.58	D	GUYSVILLE	Athens Coolville Guysville
3.1.1.59	D	HARPSTER	Harpster
3.1.1.60	A	HARRISBURG	Columbus Metro Area... London Cheshire Center Mt. Sterling Pataskala Rathbone Sunbury

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.61	A	HILLIARD	Columbus Metro Area... Cheshire Center Pataskala Plain City Rathbone Sunbury Resaca
3.1.1.62	D	IDAHO	Idaho Piketon Waverly
3.1.1.63	A	IRONTON	Ironton Arabia Chesapeake
3.1.1.64	D	JACKSON	Jackson Oak Hill Wellston
3.1.1.65	A	JEFFERSONVILLE	Jeffersonville Bloomington Jamestown Milledgeville Sedalia South Solon Washington Ct. House
3.1.1.66	D	JEWETT	Cadiz Jewett Scio
3.1.1.67	D	KILBOURNE	Ashley Cheshire Center Columbus Delaware Kilbourne Sunbury

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.68	D	KNOXVILLE	Knoxville Steubenville Toronto
3.1.1.69	A	LANCASTER	Lancaster Canal Winchester Carroll Rushville Sugar Grove Amanda Baltimore Bremen Millersport Pleasantville
3.1.1.70	D	LARUE	LaRue Marion
3.1.1.71	D	LAURELVILLE	Circleville Hallsville Laurelville
3.1.1.72	D	LETART FALLS	Letart Falls Pomeroy Portland
3.1.1.73	A	LEWISVILLE	Lewisville Graysville Woodsfield
3.1.1.74	D	LOGAN	Logan
3.1.1.75	A	LOCKBOURNE	Columbus Metro Area... Ashville Cheshire Center Pataskala Rathbone Sunbury

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3.1 Local Exchange Service (Cont'd)

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3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.76	A	LONDON	London Alton Columbus Harrisburg Sedalia South Charleston South Solon South Vienna West Jefferson Resaca
3.1.1.77	D	LOWELL	Beverly Lowell Lower Salem Marietta Watertown
3.1.1.78	D	LOWER SALEM	Dexter City Lowell Lower Salem Marietta
3.1.1.79	A	MARIETTA	Marietta Newport Belpre New Matamoras Barlow Bartlett Beverly Dexter City Lowell Lower Salem Watertown Williamstown, WV

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.80	D	MARION	Marion Caledonia Green Camp Harpster LaRue Marion Morral Prospect Waldo
3.1.1.81	A	MARTINS FERRY-BRIDGEPORT	Martins Ferry-Bridgeport Wheeling Benwood Warwood Woodsdale West Liberty Triadelphia Moundsville Bellaire St. Clairsville Adena Dillonvale Tiltonsville
3.1.1.82	D	McARTHUR	McArthur Wilkesville
3.1.1.83	A	MILLEDGEVILLE	Milledgeville Bowersville Jamestown Jeffersonville Washington Ct.House

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.84	D	MILLERSPORT	Baltimore Hebron Lancaster Millersport Pleasantville Thornville
3.1.1.85	A	MINGO JUNCTION	Mingo Junction Steubenville Brilliant
3.1.1.86	D	MORRAL	Morral Marion
3.1.1.87	A	MURRAY CITY	Murray City Nelsonville Shawnee Glousters
3.1.1.88	D	NELSONVILLE	Nelsonville Murray City Shawnee Athens Logan New Marshfield The Plains
3.1.1.89	D	NEVADA	Nevada
3.1.1.90	A	NEW ALBANY	Columbus Metro Area... Cheshire Center Johnstown Pataskala Sunbury Rathbone

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.91	D	NEW CONCORD	New Concord
3.1.1.92	A	NEW HOLLAND	New Holland Bloomingburg Washington Ct. House
3.1.1.93	A	NEW LEXINGTON	New Lexington Corning Fultonham Glenford Roseville Shawnee Somerset Thornville Zanesville Junction City
3.1.1.94	D	NEW MARSHFIELD	Athens New Marshfield
3.1.1.95	A	NEW MATAMORAS	New Matamoras Duffy Graysville Marietta Newport
3.1.1.96	D	NEWCOMERSTOWN	Newcomerstown Gnadenhutzen West Lafayette
3.1.1.97	A	NEWPORT	Newport Marietta New Matamoras
3.1.1.98	A	NORWICH	Norwich Philo Zanesville New Concord

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.99	D	OAKHILL	Oak Hill
3.1.1.100	D	OSTRANDER	Delaware Radnor Rathbone Ostrander
3.1.1.101	A	PHILO	Philo Norwich Roseville Zanesville
3.1.1.102	D	PIKETON	Beaver Idaho Piketon Waverly
3.1.1.103	D	PLAIN CITY	Dublin Hilliard Plain City Resaca West Jefferson Columbus Alton Canal Winchester Gahanna Grove City Groveport Harrisburg Lockbourne New Albany Reynoldsburg Westerville Worthington

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.104	D	PLEASANTVILLE	Baltimore Lancaster Millersport Pleasantville Rushville Thornville
3.1.1.105	D	POMEROY	Chester Letart Falls Pomeroy Portland Mason, WV
3.1.1.106	D	PORTLAND	Letart Falls Pomeroy Portland
3.1.1.107	D	PORTSMOUTH	Minford-Stockdale Portsmouth South Shore, KE
3.1.1.108	D	PROSPECT	Marion Prospect Radnor Richwood
3.1.1.109	D	RADNOR	Delaware Ostrander Prospect Randnor
3.1.1.110	D	RATHBONE CHESHIRE	Center Delaware Ostrander Rathbone Columbus Metro....

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.111	D	RESACA	Alton Columbus Hilliard London Mechanicsburg Milford Center Plain City Resaca West Jefferson
3.1.1.112	A	REYNOLDSBURG	Columbus Metro Area... Baltimore Cheshire Center Pataskala Rathbone Sunbury Alexandria
3.1.1.113	D	RICHMOND	Amsterdam Richmond Steubenville
3.1.1.114	D	RICHWOOD	Magnetic Springs Prospect Richwood
3.1.1.115	A	RIO GRANDE	Rio Grande Gallipolis Vinton Walnut
3.1.1.116	D	ROSEVILLE	Roseville Fultonham New Lexington Philo Zanesville Crooksville

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.117	A	RUSHVILLE	Rushville Lancaster Somerset Thornville Bremen Pleasantville
3.1.1.118	D	SCIO	Bowerston Cadiz Jewett Scio
3.1.1.119	D	SEDALIA	Sedalia Bloomingburg Jeffersonville London South Solon
3.1.1.120	D	SHADE	Athens Shade
3.1.1.121	A	SHAWNEE	Shawnee Corning Murray City Nelsonville New Lexington Logan
3.1.1.122	D	SMITHFIELD	Brilliant Dillonvale Smithfield Steubenville

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.123	A	SOMERSET	Somerset Fultonham Glenford New Lexington Rushville Thornville
3.1.1.124	A	SOMERTON	Somerton Barnesville Beallsville Bethesda Woodfield
3.1.1.125	A	ST. CLAIRSVILLE	St. Clairsville Benwood Warwood Woodsdale Wheeling West Liberty Triadelphia Moundsville Bellaire Martins Ferry-Bridgeport Bethesda Adena Centerville Flushing

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.126	A	STEUBENVILLE	Steubenville Mingo Junction Toronto Amsterdam Berholz Brilliant Dillonvale-Mt. Pleasant Follansbee, WV Hopedale Knoxville Richmond Smithfield Weirton, WV Tiltonsville
3.1.1.127	A	SUGAR GROVE	Sugar Grove Lancaster
3.1.1.128	D	SUMMERFIELD	Caldwell Dexter City Summerfield
3.1.1.129	D	THE PLAINS	Athens The Plains
3.1.1.130	A	THORNVILLE	Thornville Glenford New Lexington Rushville Somerset Hebron Millersport Pleasantville Newark

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.131	D	TILTONSVILLE	Dillonvale Martins Ferry – Bridgeport Tiltons ville
3.1.1.132	A	TORONTO	Toronto Steubenville Wellsville Knoxville
3.1.1.133	A	ULHRICHSVILLE	Urichsville Gnadenhutten Bowerston Freeport New Philadelphia
3.1.1.134	A	VINTON	Vinton Cheshire Gallipolis Rio Grande
3.1.1.135	D	WALDO	Marion Waldo
3.1.1.136	A	WALNUT	Walnut Arabia Gallipolis Guyan Rio Grande
3.1.1.137	D	WARSAW	Cooperdale Coshocton Warsaw

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3. Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.138	A	WASHINGTON COURTHOUSE	Washington Ct. House Bloomingburg Jeffersonville Milledgeville New Holland
3.1.1.139	D	WATERTOWN	Barlow Bartlett Beverly Lowell Marietta Stockport Watertown
3.1.1.140	D	WAVERLY	Beaver Idaho Piketon Waverly
3.1.1.141	D	WELLSTON	Jackson Wellston
3.1.1.142	A	WEST JEFFERSON	Columbus Metro Area... London Cheshire Center Pataskala Plain Ciy Rathbone Sunbury Resaca
3.1.1.143	A	WEST LAFAYETTE	West Lafayette Conesville Coshocton Newcomerstown

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3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.144	A	WESTERVILLE	Columbus Metro Area... Cheshire Center Delaware Johnstown Kilbourne Pataskala Rathbone Sunbury
3.1.1.145	D	WILKESVILLE	Albany McArthur Wilkesville
3.1.1.146	D	WILLIAMSPORT	Circleville Williamsport
3.1.1.147	A	WOODSFIELD	Woodsfield Beallsville Clarington Duffy Graysville Lewisville Somerton
3.1.1.148	A	WORTHINGTON	Columbus Metro Area.... Cheshire Center Delaware Kilbourne Pataskala Rathbone Sunbury

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3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Areas: (Cont'd)

Section	Zone	Exchange Area Served	Exchanges in Local Calling Area
3.1.1.149	A	ZANESVILLE	Zanesville Dresden Fultonham Norwich Philo Roseville New Lexington Adamsville Frazeyburg Gratit

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 General - The Company's Local Exchange Service is comprised of a Switched Network Access Channel and Local Usage is mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.

3.1.3 Class of Service: The Local Exchange Service Offering is offered to primarily residential customers.

3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarter for a combined residence and business premises.

3.1.4 Geographic Zones - The Company's Local Exchange Service Offering is segmented into 4 Zones generally reflecting each exchange area's relative density and the underlying price distinctions of the incumbent local exchange carrier's services which the Company is reselling. Each of the exchanges listed in 3.1.1 has been assigned a zone designation. At present, the Company's zone rate distinction only applies to the Network Access Channel element of its local exchange service offering. The rates and charges for Network Access Elements listed in Section 3.1.8.2 reflect the zone differential.

3.1.5 Switched Network Access Channels include the following features as standard and are offered in the following configurations:

Touchtone Dialing
One Directory Listing plus One Directory
Presubscription (both IntraLATA and InterLATA)
Calling number delivery blocking/per call
Toll restriction
900/976 Blocking

3.1.5.1 Basic - Switched Network Access Channels provides the Customer with a single, voice-grade analog communications channel with a single telephone number.

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Dated _____, in Case No. _____-TP-ACE

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FIRST CALL COMMUNICATIONS, INC.
Local Exchange Services
P.U.C.O. NO. 2

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.5 Switched Network Access Channels (Cont'd)

Reserved for future use.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.6 Local Usage Services – The Company's local exchange service subscribers may choose between two different calling packages: Per Message Calling and Unlimited Local Calling (available to residence subscribers only). Local Usage Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas as defined in Section 3.1.1

3.1.6.1 Per Message Rate – This option applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.

3.1.6.2 Unlimited Local Calling – This option applies a single monthly charge for unlimited local calls. This usage option is restricted solely to residence customers.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

- 3.1.7 Enhanced Calling Features – are a set of optional features available to the Company's local exchange service Customers that provide additional calling functionality. The Company offers the following optional features, at the rates specified in Section 3.2.:

Feature

Call Forward Busy - allows incoming calls to a busy line to be routed to a preselected line.

Call Forward No Answer - allows incoming calls to automatically route to a preselected line when the called station is not answered after a preset number of rings.

Call Forward Variable - allows a customer to activate routing of incoming calls to another line in their key system or to an external number.

Call Hold - permits customer to place a call on hold by depressing the switch hook, dialing an access code and going on hook.

Call Park - attendant places a call on hold, a code is then dialed to retrieve the call from the parked position.

Call Pickup, Group - all the phones in an area can be answered by dialing a code.

Call Waiting - provides a tone to alert a customer that a second party is calling, and allows the customer to answer the incoming call while holding the original connection.

Conference Three-Way - allows the customer to add a third party to an established call without operator assistance.

Message Waiting - allows a visual, and/or an audible tone signal when there is a message waiting.

Speed Call (up to 8, 30 numbers)- enable a customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number.

Remote Call Forwarding - all calls placed to a customer's phone are automatically forward by the central office equipment to a designated terminating station of the customer which is located in an exchange area of the company another telephone company

Automatic Callback - by dialing a code this feature automatically returns the last incoming call whether or not it was answered.

Calling Number Delivery (Caller ID) - allows a customer to identify the telephone number from which the call is being made. The telephone number is displayed on a customer provided display device.

Calling Number Delivery w/ Name (Caller ID w/ Name) - works along with Caller ID, displays telephone number and listed name associated with the telephone number.

Calling Number Delivery Blocking (Per Line)* - prevents the display of the calling telephone number on all calls dialed.

Direct Inward Dialed (DID) Numbers - permits incoming calls to reach customer-provided equipment without the assistance of an attendant, and allows transfer to another line through the use of an incoming/outgoing trunk facility.

Serial Hunting - a series of telephone lines are organized so that if the first line is busy the next line is hunted and so on until a free line is found.

Privacy Manager – intercepts unidentified calls before the phone rings and allows customer to accept or reject the call. Privacy Manager works with Caller ID to identify all incoming calls that are displayed as Anonymous, unavailable, out-of-area, or private.

Line-backer – optional inside wire maintenance service, covers inside wire and jacks on the phone line.

Voice Mail – centralized system of managing telephone messages

*NOTE:

Calling Name/Calling Number Delivery Blocking (Per Line) charge is waived if the Customer has a Non-listed or a Non-published number.

(N)
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(N)

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3 Service Descriptions (Cont'd)

3.1.8 Local Exchange Service - Rates and Charges

A Local Exchange Service Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in Sections 3.1.2.3.1, 3.1.2.3.2, and 3.1.2.3.4 respectively.

3.1.8.1 Non-Recurring Charges

<u>Service</u>	<u>Residence</u>	
	<u>Max.</u>	(T)
Service Connection Charge(per line)	\$75.00	
Service Connection Charge (per basic trunk)	\$75.00	
Service Connection Charge (per digital trunk)	\$300.00	
Installation Charge		
• Per digital transport facility	\$600.00	
• Per DSO channel activated	\$75.00	
Per Trunk Group Configured for DID Svc.	\$500.00	
Subsequent Account Changes (Changes, Additions per order)	\$75.00	
Presubscription Change (all switched network access)		
• 1st line	\$5.00	
• -- additional lines per order	\$1.50	
Optional Feature Activation(per order)	\$30.00	(T)

NOTE:

Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

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3. Service Descriptions (Cont'd)

3.1.8 Local Exchange Service (Cont'd)

3.1.8.2 Monthly Recurring Charges

Service	Residence Max.	(T)
<u>Switched Network Access Channels</u>		
Zone A		
Basic Line , Per Line	\$45.00	
Zone B		
Basic Line , Per Line	\$45.00	
Zone C		
Basic Line , Per Line	\$45.00	
Zone D		
Basic Line , Per Line	\$45.00	
Optional Features:		
Automatic Callback	\$20.00	
Call Forward Busy	\$20.00	
Call Forward No Answer	\$20.00	
Call Forward Variable	\$20.00	
Call Hold	\$20.00	
Calling Number Delivery	\$20.00	
Calling Number Delivery w / Name	\$20.00	
Calling Number Delivery Blocking – Per Line*	\$20.00	(T)
Call Park	\$20.00	
Call Pickup, Group	\$20.00	(N)
Call Waiting	\$20.00	(T)
Conference Three Way	\$20.00	
Line backer	\$20.00	(N)
Message Waiting	\$20.00	(T)
Privacy Manager	\$20.00	(T)
Remote Call Forwarding	\$20.00	(T)
Serial Hunting	\$20.00	(T)
Speed Call (up to 8 numbers)	\$20.00	(N)
Voice Mail	\$20.00	

* Calling Number Delivery Blocking – Per Line charge is waived if the Customer has a Non-listed or a Non-published number.

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3. Service Descriptions (Cont'd)

3.1.8 Local Exchange Service Rates & Charges (Cont'd)

3.1.8.3 Usage Options: All Local Exchange Service Customers must order one of the following usage options. These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

3.1.8.3.1 Per Message Rate: The following rates will be applied on a per call basis, regardless of the duration of the call.

	Max.	(T)
Per Call	\$.12	(T)

3.1.8.3.2 Unlimited Local Calling (Residence Customers Only):

	Max.	(T)
Per Month	\$30.00	(T)

3.1.8.4 Local Service Package Plans

(N)

3.1.8.4.1 Business Package Plan

	Max.
Local Line	\$50.00

Features include:

- Caller ID
- Caller ID with Name
- Call Waiting with Caller ID
- Call Forwarded

Optional features available at additional cost:

- Privacy Manager
- Voice Mail
- Linebacker

3.1.8.4.2 Residential Package Plan

	Max.
Local Line	\$50.00

Features include:

- Caller ID
- Caller ID with Name
- Call Waiting with Caller ID
- Call Forwarded

Optional features available at additional cost:

- Privacy Manager
- Voice Mail
- Linebacker

(N)

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3. Service Descriptions (Cont'd)

3.2 Directory Assistance

A Customer may obtain Local Directory Assistance (DA) in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the customer, for the automatic dialing of the requested number.

3.2.1 Each call to Directory Assistance will be charged as follows:

	Max.	(T)
DA, Per call	\$1.00	(T)
DA, with Call Completion	\$1.00	

3.2.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify Company's Customer Service representative.

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3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Traditional)

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Surcharges as specified in Section 3.3.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

3.3.1 Operator Assisted (Traditional) Surcharges: The following surcharges will be applied on a per call basis.

	Max.
Calling Card/Operator	\$2.50
Calling Card/Automatic	\$1.70
Third Number Billing	\$2.50
Collect Calling	\$2.50
Person to Person	\$4.00
Station to Station	\$2.50

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3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Traditional) (Cont'd)

3.3.2 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

3.3.2.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.2.2 Busy line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.

3.3.2.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

	Per Request	
	Max.	(T)
Busy Line Verification	\$3.00	(T)
Busy Line Interrupt	\$3.00	(T)

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3. Service Descriptions (Cont'd)

3.4 Directory Listings

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

- 3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.4.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.4.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
 - 3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
 - 3.4.5.2 Additional Listings: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein.

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3. Service Descriptions (Cont'd)

3.4 Directory Listings (Cont'd)

- 3.4.5.3 Nonpublished Listings: Listings that are not printed in directories or available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4.
- 3.4.5.4 Nonlisted Numbers: A Nonlisted number 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 will be given to any calling party.
- 3.4.5.5 Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.
- 3.4.5.6 Alternate Call Listings: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- 3.4.5.7 Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone.
- 3.4.5.8 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

	Per Listing or Per Number Charge
	<u>Max.</u>
Primary Listing	N/C
Additional Listing	\$4.00
Foreign, Alternate and Reference Listings	\$4.00
Non-Listed Number	\$4.00
Non-Published Number	\$4.00

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3. Service Descriptions (Cont'd)

3.4 Directory Listings (Cont,d)

3.4.5.9 Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

	Per Listing or Per Number Charge <u>Max.</u>
Primary Listing	N/C
Additional Listing	\$15.00
Foreign, Alternate, and Reference Listings	\$15.00
Non-Listed Number	\$15.00
Non-Published Number	\$15.00

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3.5 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

3.6 Vanity Telephone Numbers: At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number. There will be no charge for Vanity Telephone Numbers.

	Max.
Vanity Telephone Number	\$25.00

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3. Service Descriptions (Cont'd)

3.7 Service Connection Assistance

3.7.1 General:

3.7.1.1 Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- a. Wavier of applicable deposit requirements under Section 1 of this tariff.
- b. Full or partial wavier of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).

3.7.2 Regulations

3.7.2.1 Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:

- a. Home Energy Assistance Program (HEAP);
- b. Emergency - Home Energy Assistance Program (E - HEAP);
- c. Ohio Energy Credits Program (OECF);
- d. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
- e. Food Stamps;
- f. Federal public housing assistance (Section 8); or,
- g. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).

3.7.2.2 The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 3.7.2.1, above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the carrier if the customer ceases to participate in such program or programs.

3.7.2.3 Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.

3.7.2.4 Service Connection Assistance is available for all grades of service.

3.7.2.5 Service Connection Assistance is available for a single telephone line at the customer's principal place of residence. No other exchange service will be permitted in the same household.

3.7.2.6 Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.

3.7.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

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3. Service Descriptions (Cont'd)

3.8 Reserved for future use.

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3. Service Descriptions (Cont'd)

3.8 Reserved for future use.

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3. Service Descriptions (Cont'd)

3.8 Reserved for future use (Cont'd)

3.8.2 Regulations(Cont'd)

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4. Promotional Offerings

4.1 Promotional Offerings: The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Waiver of any charges other than a non-recurring charge shall be limited to ninety (90) calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.

5. 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 offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the PUCO.

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6. Service Area Map

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7. PRICE LIST

7 Local Exchange Service – Rates and Charges

7.1 Non-recurring charges

Service

Service Connection Charge(per line)	\$ 50.00
Service Connection Charge (per basic trunk)	\$ 50.00
Service Connection Charge (per digital trunk)	\$ 200.00
Installation Charge	
• Per digital transport facility	\$400.00
• Per DSO channel activated	\$ 50.00
Per Trunk Group Configured for DID Svc.	\$350.00
Subsequent Account Changes (Changes, Additions per order)	\$50.00
Presubscription Change (all switched network access channels)	
• 1st line	\$ 5.00
• -- additional lines per order	\$ 5.00
Optional Feature Activation(per order)	\$20.00

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EFFECTIVE: March 24, 2003

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. 03-223-TP-ACE

Bill Stathakaros, President
First Call Communications, Inc.
4450 Belden Village Street NW, Suite 602
Canton, OH 44718

FIRST CALL COMMUNICATIONS, INC.
Local Exchange Services
P.U.C.O. NO. 2

7.

PRICE LIST

7.2 Monthly Recurring Charges

Service

<u>Switched Network Access Channels</u>		<u>Residential</u>	<u>Business</u>	
Zone A -	Basic Line , Per Line	\$30.00	\$32.00	(I)
	Basic Trunk, Per Trunk	\$25.00	\$25.00	
	Digital Trunk, Per Trunk	\$40.00	\$40.00	
Zone B -	Basic Line , Per Line	\$30.00	\$32.00	(I)
	Basic Trunk, Per Trunk	\$25.00	\$25.00	
	Digital Trunk, Per Trunk	\$40.00	\$40.00	
Zone C -	Basic Line , Per Line	\$30.00	\$32.00	(I)
	Basic Trunk, Per Trunk	\$25.00	\$25.00	
	Digital Trunk, Per Trunk	\$40.00	\$40.00	
Zone D -	Basic Line , Per Line	\$30.00	\$32.00	(I)
	Basic Trunk, Per Trunk	\$25.00	\$25.00	
	Digital Trunk, Per Trunk	\$40.00	\$40.00	

Optional Features:

Automatic Callback	\$10.00
Call Forward Busy	\$10.00
Call Forward No Answer	\$10.00
Call Forward Variable	\$10.00
Call Hold	\$10.00
Calling Number Delivery	\$10.00
Calling Number Delivery w / Name	\$10.00
Calling Number Delivery Blocking – Per Line*	\$ 2.00
Call Park	\$10.00
Call Pickup, Group	\$10.00
Call Waiting	\$10.00
Conference Three Way	\$10.00
Message Waiting	\$10.00
Remote Call Forwarding	\$10.00
Serial Hunting	\$10.00
Speed Call (up to 8 numbers)	\$10.00

Miscellaneous Services:

Vanity Number Service**	\$ 0.00
Bad Check Charge	\$20.00

* Calling Number Delivery Blocking – Per Line charge is waived if the Customer has a Non-listed or a Non-published number.

** This charge is currently being waived for all customers.

ISSUED: September 25, 2006

EFFECTIVE: September 25, 2006

Issued under authority of the Public Utilities Commission of Ohio,

Dated _____, in Case No. 03-223-TP-ACE

Bill Stathakaros, President
First Call Communications, Inc.
4450 Belden Village Street NW, Suite 602
Canton, OH 44718

FIRST CALL COMMUNICATIONS, INC.
Local Exchange Services
P.U.C.O. NO. 2

7

PRICE LIST

7.3 Usage Charges

7.3.1 Per Message Rate: The following rates will be applied on a per call basis, regardless of the duration of the call.

Per Call	\$0.08
Unlimited Calling	\$15.00

7.3.2 Package Plans

(N)

7.3.2.1 Local Service Package Plans

7.3.2.1.1 Business Package Plan

Local Line	\$32.00
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Features include:

Caller ID
Caller ID with Name
Call Waiting with Caller ID
Call Forwarded

Optional features:

Privacy Manager	\$ 5.00
Voice Mail	\$14.95
Linebacker	\$ 4.95

7.3.2.1.2 Residential Package Plan

Local Line	\$30.00
------------	---------

Features include:

Caller ID
Caller ID with Name
Call Waiting with Caller ID
Call Forwarded

Optional features:

Privacy Manager	\$ 5.00
Voice Mail	\$14.95
Linebacker	\$ 4.95

(N)

ISSUED: June 7, 2006

EFFECTIVE: June 7, 2006

Issued under authority of the Public Utilities Commission of Ohio,
Dated: March 21, 2003, in Case No. 03-223-TP-ACE

Bill Stathakaros, President
First Call Communications, Inc.
4450 Belden Village Street NW, Suite 602
Canton, OH 44718

FIRST CALL COMMUNICATIONS, INC.
Local Exchange Services
P.U.C.O. NO. 2

PRICE LIST

7.4 Directory Assistance

(M)*

Each call to Directory Assistance will be charged as follows:

DA, Per call	\$0.45
DA, with Call Completion	\$0.70

7.5 Operator Assistance (Traditional)

The following surcharges will be applied on a per call basis.

Calling Card/Operator	\$1.00
Calling Card/Automatic	\$1.00
Third Number Billing	\$2.00
Collect Calling	\$2.00
Person to Person	\$2.00
Station to Station	\$2.00
Busy Line Verification	\$1.50
Busy Line Interrupt	\$1.50

7.6 Directory Listings

	Per Listing or Per Number Charge	
	NRC	Per Month
Primary Listing	N/C	N/C
Additional Listing	\$10.00	\$1.00
Foreign, Alternate and Reference Listings	\$12.00	\$2.00
Non-Listed Number	\$5.00	\$2.00
Non-Published Number	\$5.00	\$2.00

(M)*

7.7 Emergency 9-1-1 Charges

These charges pass through the charge approved by the Public Utilities Commission of Ohio for Ameritech, whose services the Company is reselling.

Current Monthly E-911 Subscriber Charge	\$0.12
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7.8 Telephone Service Assistance

The Company will provide Telephone Service Assistance on a pass through basis charging the customer the same amount it is charged by the underlying ILEC who provides the service.

* Material previously appeared on page 85

ISSUED: June 7, 2006

EFFECTIVE: June 7, 2006

Issued under authority of the Public Utilities Commission of Ohio,
Dated: March 21, 2003, in Case No. 03-223-TP-ACE

Bill Stathakaros, President
First Call Communications, Inc.
4450 Belden Village Street NW, Suite 602
Canton, OH 44718

EXHIBIT B

Proposed Revised Tariff Pages

*This Tariff P.U.C.O. Tariff No. 3 cancels and replaces in its entirety
The Company's P.U.C.O. Tariff No. 2 for Local Exchange Services and
P.U.C.O. Tariff No. 1 for Interexchange Services on file with the Commission*

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE SERVICE FURNISHED BY

FIRST CALL COMMUNICATIONS, INC.

D/B/A A.T.S.

THROUGHOUT THE STATE OF OHIO

This tariff describes the terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated and tarified in accordance with the Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing at the Company's principal place of business at 4450 Belden Village Street NW, Suite 602, Canton, OH 44718 or toll free at (800) 961-4245.

CHECK SHEET

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

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	Original	44	Original
20	Original	45	Original
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

ISSUED: September 5, 2008

EFFECTIVE: September 5, 2008

Bill Stathakaros, President
First Call Communications, Inc. d/b/a A.T.S.
4450 Belden Village Street NW, Suite 602
Canton, OH 44718

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF.

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

C - To signify changed regulation.

D - To signify decreased rate.

I - To signify increased rate.

T - Textural Change.

N - New rate or regulation.

M – Material moved to another location

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by First Call Communications, Inc. d/b/a A.T.S., to Customers within the local exchange service area defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available by contacting the Company at 4450 Belden Village Street, NW, Suite 602, Canton, OH 44718 or toll free at (800) 961-4245.

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

1. Definitions

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a digital, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

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

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

1. Definitions (Cont'd)

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call or per line basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: First Call Communications, Inc. , which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial Station sets.

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

1. Definitions (Cont'd)

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

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.

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 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

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 Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps: Megabits, or million of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

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

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

1. Definitions (Cont'd)

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

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

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

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 of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

Services: The Company's telecommunications services offered on the Company's network.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

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

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, 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

2.1.2.1 The Company reserves the right to limit or 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.

2.1.2.2 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 facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.3 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 30 days written notice. Any termination shall not relieve 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.

2.1.3.4 Reserved for future use.

2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

2.1.3.8 The 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. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

2.1.4.7 Reserved for future use.

2.1.4.8 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.1.4.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.10 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.11 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

2.1.4.12 Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customer shall be free to pursue whatever legal remedies they may have should a dispute arise.

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 notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.

2.1.6.2 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.3 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. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

2.2.1 The service 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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (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 conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service 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 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;
- (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 the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

- (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 2.3.1 (d) above; 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 or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 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 the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

1. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Service 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 the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable 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 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If not paid by the due date, it then becomes past due. For residential service the Company shall offer the option of deferred payment arrangements, with the option to spread installation charges over a period of three months.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new customers or existing customers whose service is disconnected, 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 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed a fee as follows, except as may be waived under appropriate circumstances.

<u>Maximum</u>	<u>Current</u>
\$25.00	\$20.00

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

First Call Communications, Inc.	Telephone: (330) 649-9265
4450 Belden Village St. NW, Suite 602	Facsimile: (330) 649-9275
Canton, OH 44718	Toll Free: (800) 961-4245

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

Service Monitoring and Enforcement Department
Public Utilities Commission of Ohio
180 East Broad Street, tenth Floor
Columbus, OH 43215-3793

Toll Free Telephone: 1-800-686-7826
TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:00 PM (EST) weekdays or at www.puco.ohio.gov.

Residential customer may also contact the Ohio Consumers' Counsel for assistance with complaint and utility issues at:

Toll Free: 1-877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org.

2.5.5 Deposits

2.5.5.1 To safeguard its interests, the Company may, pursuant to the Minimum Telephone Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code, require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth in Chapter 4901:1-5 of the Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. All deposits will be handled pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

2.5.5.2 Reserved for future use.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5.4 Deposits held for 180 days or longer will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive months of payment.

2.5.6 Discontinuance of Service

2.5.6.1 Disconnection of local and toll service will be in accordance with Rule 4901:1-5-17.

2. Regulation (Cont'd)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: At a minimum, credit allowances will be calculated consistent with MTSS Rule, 4901:1-5 of the Ohio Administrative Code.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) service interruption caused as a result of negligent or willful act on the part of the subscriber;
- (b) interruptions due to the failure or malfunction of subscriber owned telephone equipment;
- (c) interruptions of service as a result of acts of God, military action, wars, insurrection, riots, or strikes; or
- (d) is extended by the company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment.

1. Regulation (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.3 Use of Alternative Service Provided by the Company: Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

2.7 Cancellation of Service

2.7.1. Cancellation of Application for Service

2.7.1.1 When a Customer cancels 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 as follows: Where the Company has notified a Customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.7.2 Cancellation of Service by the Customer

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 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

2. Regulations (Cont'd)

2.8 Transfer 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 (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

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

2.9.2 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.

2.9.3 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 deposit 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.

2.9.4 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.

2.9.5 Subscriber bills will contain all of the information required by Rule 4901:1-5 of the Ohio Administrative Code.

2. Regulations (Cont'd)

2.10 Universal Emergency Number Service – 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number “911” dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquires for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

3. Service Descriptions

3.1 Local Exchange Service: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

3.1.1 Exchange Areas Served

The Company provides local exchange services in the territories served by AT&T Ohio. The Company concurs in the exchange, rate class, local calling areas, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio.

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 General - The Company's Local Exchange Service is comprised of a Switched Network Access Channel and Local Usage is mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.

3.1.3 Class of Service: The Local Exchange Service Offering is offered to primarily residential customers.

3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarter for a combined residence and business premises.

3.1.4 Geographic Zones – Geographic zones for services reflecting a rate zone differential will mirror the zones of the incumbent local exchange carrier. See AT&T Ohio P.U.C.O. No. 20, Part 4, Section 1.2.A for current zones.

3.1.5 Switched Network Access Channels include the following features as standard and are offered in the following configurations:

Touchtone Dialing
One Directory Listing plus One Directory
Presubscription (both IntraLATA and InterLATA)
Calling number delivery blocking/per call
Toll restriction
900/976 Blocking

3.1.5.1 Basic - Switched Network Access Channels provides the Customer with a single, voice- grade analog communications channel with a single telephone number.

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.6 Local Usage Services – The Company's local exchange service subscribers may choose between two different calling packages: Per Message Calling and Unlimited Local Calling (available to residence subscribers only). Local Usage Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas as defined in Section 3.1.1

3.1.6.1 Per Message Rate – This option applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.

3.1.6.2 Unlimited Local Calling – This option applies a single monthly charge for unlimited local calls. This usage option is restricted solely to residence customers.

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.7 Enhanced Calling Features – are a set of optional features available to the Company's local exchange service Customers that provide additional calling functionality. The Company offers the following optional features.

Feature

- Call Forward Busy - allows incoming calls to a busy line to be routed to a preselected line.
- Call Forward No Answer - allows incoming calls to automatically route to a preselected line when the called station is not answered after a preset number of rings.
- Call Forward Variable - allows a customer to activate routing of incoming calls to another line in their key system or to an external number.
- Call Hold - permits customer to place a call on hold by depressing the switch hook, dialing an access code and going on hook.
- Call Park - attendant places a call on hold, a code is then dialed to retrieve the call from the parked position.
- Call Pickup, Group - all the phones in an area can be answered by dialing a code.
- Call Waiting - provides a tone to alert a customer that a second party is calling, and allows the customer to answer the incoming call while holding the original connection.
- Conference Three-Way - allows the customer to add a third party to an established call without operator assistance.
- Message Waiting - allows a visual, and/or an audible tone signal when there is a message waiting.
- Speed Call (up to 8, 30 numbers)- enable a customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number.
- Remote Call Forwarding - all calls placed to a customer's phone are automatically forward by the central office equipment to a designated terminating station of the customer which is located in an exchange area of the company another telephone company

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.7 Enhanced Calling Features (Cont'd)

- Automatic Callback - by dialing a code this feature automatically returns the last incoming call whether or not it was answered.
- Calling Number Delivery (Caller ID) - allows a customer to identify the telephone number from which the call is being made. The telephone number is displayed on a customer provided display device.
- Calling Number Delivery w/ Name (Caller ID w/ Name) - works along with Caller ID, displays telephone number and listed name associated with the telephone number.
- Calling Number Delivery Blocking (Per Line)* - prevents the display of the calling telephone number on all calls dialed.
- Direct Inward Dialed (DID) Numbers - permits incoming calls to reach customer-provided equipment without the assistance of an attendant, and allows transfer to another line through the use of an incoming/outgoing trunk facility.
- Serial Hunting - a series of telephone lines are organized so that if the first line is busy the next line is hunted and so on until a free line is found.
- Privacy Manager – intercepts unidentified calls before the phone rings and allows customer to accept or reject the call. Privacy Manager works with Caller ID to identify all incoming calls that are displayed as Anonymous, unavailable, out-of-area, or private.
- Line-backer – optional inside wire maintenance service, covers inside wire and jacks on the phone line.
- Voice Mail – centralized system of managing telephone messages

*NOTE: Calling Name/Calling Number Delivery Blocking (Per Line) charge is waived if the Customer has a Non-listed or a Non-published number.

3 Service Descriptions (Cont'd)

3.1.8 Local Exchange Service - Rates and Charges

A Local Exchange Service Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and Message charges.

3.1.8.1 Non-Recurring Charges

	<u>Maximum</u>	<u>Residential</u>	<u>Business</u>
Service Connection Charge per line	\$75.00	\$50.00	\$50.00
Subsequent account changes (Changes, Additions per order	\$75.00	\$50.00	\$50.00
Presubscription Change			
Manual change	\$5.50	\$5.00	\$5.00
Electronic change	\$1.25	\$1.25	\$1.25
Optional Feature Activation (per order)		\$20.00	\$20.00

NOTE: Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

3. Service Descriptions (Cont'd)

3.1.8 Local Exchange Service (Cont'd)

3.1.8.2 Monthly Recurring Charges

Switched Network Access Channels

	<u>Maximum</u>	<u>Residential</u>	<u>Business</u>
Zone A			
Basic Line, per line	\$45.00	\$30.00	\$32.00
Zone B			
Basic Line, per line	\$45.00	\$30.00	\$32.00
Zone C			
Basic Line, per line	\$45.00	\$30.00	\$32.00
Zone D			
Basic Line, per line	\$45.00	\$30.00	\$32.00

All local exchange service customers must order one of the following usage options. These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

Per Message Rate: The following rates will be applied on a per call basis, regardless of the duration of the call, thereafter.

<u>Maximum</u>	<u>Residential</u>	<u>Business</u>
\$0.12	\$0.08	\$0.08

Unlimited Calling (Residential customers only)

<u>Maximum</u>	<u>Residential</u>
\$30.00	\$15.00

3. Service Descriptions (Cont'd)

3.1.8 Local Exchange Service Rates & Charges (Cont'd)

3.1.8.3 Enhanced Calling Feature Charges

Optional Features:	<u>Monthly recurring charge</u>		
	<u>Maximum</u>	<u>Residential</u>	<u>Business</u>
Caller ID – Numeric listing	\$20.00	\$10.00	\$10.00
Call Waiting	\$20.00	\$10.00	**
Caller ID Blocking*	\$20.00	\$2.00	**
Automatic Callback		\$10.00	**
Call Forwarding Busy		\$10.00	**
Call Forwarding No Answer		\$10.00	**
Call Forwarding Variable		\$10.00	**
Call Hold		\$10.00	**
Caller ID – Number and Name		\$10.00	**
Call Park		\$10.00	**
Call Pickup, Group		\$10.00	**
Conference Three Way		\$10.00	**
Message Waiting		\$10.00	**
Remote Call Forwarding		\$10.00	**
Serial Hunting		\$10.00	**
Speed Call (up to 8 numbers)		\$10.00	**

* Caller ID Blocking is waived if the Customer has a Non-listed or a Non-published number

** Detariffed features available to business customers are located in the Company Pricing Guide.

3. Service Descriptions (Cont'd)

3.1.8 Local Exchange Service Rates & Charges (Cont'd)

3.1.8.4 Local Service Package Plans

3.1.8.4.1 Business Package Plan*

3.1.8.4.2 Residential Package Plan*

The Company's Residential Package Plan includes the following:

Local Line

Features include

Caller ID

Caller ID with Name

Call Waiting with Caller ID

Call Forwarding

Optional features available at additional cost:

Privacy Manager

Voice Mail

Linebacker

* Package Plans can only be purchased in conjunction with unregulated and/or detariffed services. Plans and rates may be found in the company's Pricing Guide.

3. Service Descriptions (Cont'd)

3.2 Directory Assistance

A Customer may obtain Local Directory Assistance (DA) in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the customer, for the automatic dialing of the requested number.

3.2.1 Each call to Directory Assistance will be charged as follows:

	<u>Residential</u>	<u>Business</u>
DA, per call	\$0.45	*
DA, with call completion	\$0.70	*

3.2.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify Company's Customer Service representative.

* Detariffed services available to business customers are located in the Company Pricing Guide

3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Traditional)

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Surcharges as specified in Section 3.3.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

3.3.1 Operator Assisted (Traditional) Surcharges: The following surcharges will be applied on a per call basis.

	<u>Residential</u>	<u>Business</u>
Calling Card/Operator	\$1.00	*
Calling Card/Automatic	\$1.00	*
Third Number Billing	\$2.00	*
Collect Calling	\$2.00	*
Person to Person	\$2.00	*
Station to Station	\$2.00	*

* Detariffed services available to business customers are located in the Company Pricing Guide

3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Traditional) (Cont'd)

3.3.2 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

3.3.2.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.2.2 Busy line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.

3.3.2.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

Per Request

	<u>Residential</u>	<u>Business</u>
Busy Line Verification	\$1.50	*
Busy Line Interrupt	\$1.50	*

* Detariffed services available to business customers are located in the Company Pricing Guide

3. Service Descriptions (Cont'd)

3.4 Directory Listings

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.4.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

3.4.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.4.5 Directory listings are provided in connection with each Customer service as specified herein.

3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

3.4.5.2 Additional Listings: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein.

1. Service Descriptions (Cont'd)

3.4 Directory Listings (Cont'd)

3.4.5.3 Nonpublished Listings: Listings that are not printed in directories or available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4.

3.4.5.4 Nonlisted Numbers: A Nonlisted number 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 will be given to any calling party.

3.4.5.5 Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.

3.4.5.6 Alternate Call Listings: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

3.4.5.7 Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone.

3.4.5.8 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Maximum</u>	<u>Residential</u>	<u>Business</u>
Primary Listing	N/C	N/C	N/C
Additional listing		\$1.00	*
Alternate Listing		\$2.00	*
Reference Listing		\$2.00	*
Foreign Listing		\$2.00	*
Non-listed Number		\$2.00	*
Non-Published Number	\$4.00	\$2.00	*

* Detariffed services available to business customers are located in the Company Pricing Guide

3. Service Descriptions (Cont'd)

3.4 Directory Listings (Cont,d)

3.4.5.9 Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

	<u>Maximum</u>	<u>Residential</u>	<u>Business</u>
Primary Listing	N/C	N/C	N/C
Additional listing		\$10.00	*
Alternate Listing		\$12.00	*
Reference Listing		\$12.00	*
Foreign Listing		\$12.00	*
Non-listed Number		\$5.00	*
Non-Published Number	\$15.00	\$5.00	*

3.5 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

3.6 Vanity Telephone Numbers: At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number. There will be no charge for Vanity Telephone Numbers.

This charge is currently being waived for all customers.

3. Service Descriptions (Cont'd)

3.7 Service Connection Assistance

3.7.1 General:

3.7.1.1 Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- a. Wavier of applicable deposit requirements under Section 1 of this tariff.
- b. Full or partial wavier of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).

3.7.2 Regulations

3.7.2.1 Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:

- a. Home Energy Assistance Program (HEAP);
- b. Emergency - Home Energy Assistance Program (E - HEAP);
- c. Ohio Energy Credits Program (OECF);
- d. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
- e. Food Stamps;
- f. Federal public housing assistance (Section 8); or,
- g. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).

3.7.2.2 The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 3.7.2.1, above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the carrier if the customer ceases to participate in such program or programs.

3.7.2.3 Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.

3.7.2.4 Service Connection Assistance is available for all grades of service.

3. Service Descriptions (Cont'd)

3.7 Service Connection Assistance (Cont'd)

3.7.2 Regulations (Cont'd)

3.7.2.5 Service Connection Assistance is available for a single telephone line at the customer's principal place of residence. No other exchange service will be permitted in the same household.

3.7.2.6 Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.

3.7.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

3.7.3 Rates

The Company will provide Telephone Service Assistance on a pass through basis charging the customer the same amount it is charged by the underlying ILEC who provides the service.

3.8 Emergency 9-1-1 Charges

These charges pass through the charge approved by the Public Utilities Commission of Ohio for AT&T whose services the Company is reselling.

Current Monthly E-911 Subscriber charge	\$0.12
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4. Promotional Offerings

- 4.1 Promotional Offerings: The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Waiver of any charges other than a non-recurring charge shall be limited to ninety (90) calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.

EXHIBIT C

Summary of Changes

This filing is made in compliance with Case No. 06-1345-TP-ORD

Business Local Exchange and all Interexchange Tier 2 Services have been deleted from the Tariff and are now found in the Company Pricing Guide available by contacting the Company at 4450 Belden Village St. NW, Suite 602, Canton, OH 44718 or by calling toll free (800) 961-4245.

P.U.C.O Tariff No. 1 for long distance services has been replaced in its entirety.

The following pages in P.U.C.O. Tariff No. 2 were affected:

<u>Pages Affected</u>	<u>Changes</u>
1	Adds text regarding location of detariffed services (Title Sheet of P.U.C.O. No. 3)
2-5	Updates check sheet (Page 1 of P.U.C.O. No. 3)
6-7	Updates Table of Contents (Page 2 of P.U.C.O. No. 3)
9	Adds language regarding Customer Rights under MTSS (Page 4 of P.U.C.O. No. 3)
16	Updates OAC reference (Page 11 of P.U.C.O. No. 3)
18	Adds Termination Liability text (Page 13 of P.U.C.O. No. 3)
19	Updates OAC references (Page 14 of P.U.C.O. No. 3)
25	Removes tax language. Updates OAC reference (Page 20 of P.U.C.O. No. 3)
25	Update return check, rate moved from Price List Page 84(Page 20 of P.U.C.O. No. 3)
26	Updates billing dispute contact information (Page 21 of P.U.C.O. No. 3)
26	Update deposit language and OAC references (Page 22 of P.U.C.O. No. 3)
27	Update OAC references (Page 23 of P.U.C.O. No. 3)
32	Update OAC reference (Page 24 of P.U.C.O. No. 3)
34	Update OAC reference (Page 26 of P.U.C.O. No. 3)
36	Update language for exchange areas served (Page 28 of P.U.C.O. No. 3)
37-63	Remove exchange listings
64	Revise Geographic zone language (Page 29 of P.U.C.O. No. 3)
68	Current Rates moved from Price List Pages 83 (Page 33 of P.U.C.O. No. 3)
69-70	Current Rates moved from Price List Page 84-85 (Page 34 of P.U.C.O. No. 3)
69	Current Rates moved from Price List Page 84 (Page 35 of P.U.C.O. No. 3)
70	Package Plan rates removed (Page 36 of P.U.C.O. No. 3)
71-73	Current Rates moved from Price List Page 86 (Page 37-39 of P.U.C.O. No. 3)
75-76	Current Rates moved from Price List Page 86 (Page 37-39 of P.U.C.O. No. 3)
86	Current Rate moved (Page 44 of P.U.C.O. No. 3)

EXHIBIT D

Explanation of Compliance with Rule 4901-6-05(G)(3) Regarding Disclosure of Rates, Terms, and Conditions for Detariffed Services

Company physical address where Customers may obtain copies of the materials and publications in Compliance with Rule 4901-6-05(G)(3)

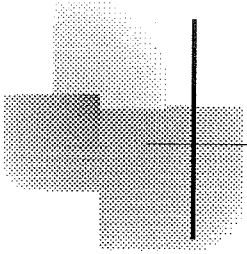
In accordance with Rule 4901:1-6-05(G)(3), Rates, Terms, and Conditions for detariffed services are now available by contacting the company at:

First Call Communications, Inc.
d/b/a A.T.S.
4450 Belden Village St. NW
Suite 602
Canton, OH 44718

Toll Free Telephone Number: (800) 961-4245

EXHIBIT E

Customer Notice



First Call Communications

*4450 Belden Village St. NW
Suite 602
Canton, OH 44718
330-649-9265
Fax 330-649-9275*

IMPORTANT RESIDENTIAL CUSTOMER NOTICE

June 9, 2008

Dear Valued Subscriber:

Beginning on July 1, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by First Call Communications, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. First Call Communications must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. You can always reach someone at First Call Communications, Inc. by contacting us at 4450 Belden Village St. NW, Suite 602, Canton, OH 44718 or toll-free at 800-961-4245.

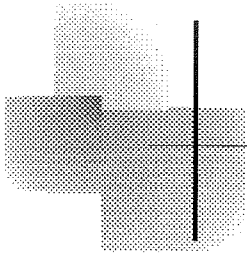
Since local telephone services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call First Call Communications at the toll free number 800-961-4245 or write or visit us at our office at 4450 Belden Village St. NW, Suite 602, Canton, OH 44718. We are always happy to help in any way we can. You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information.

Sincerely,

First Call Communications, Inc.



First Call Communications

*4450 Belden Village St. NW
Suite 602
Canton, OH 44718
330-649-9265
Fax 330-649-9275*

IMPORTANT NON-RESIDENTIAL CUSTOMER NOTICE

June 9, 2008

Dear Valued Subscriber:

Beginning on July 1, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by First Call Communications, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

First Call Communications, Inc. provides local telephone service in the State of Ohio.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. First Call Communications must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. You can always contact First Call Communications at 4450 Belden Village St. NW, Suite 602, Canton, OH 44718 or toll-free at 800-961-4245.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call First Call Communications at the toll free number 800-961-4245.

Sincerely,

First Call Communications, Inc.

EXHIBIT F

Customer Notice Affidavit

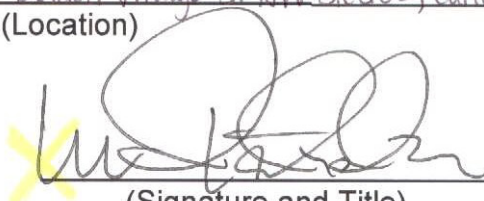
CUSTOMER NOTICE AFFIDAVIT

STATE OF OHIO :
: SS
COUNTY OF STARK :

AFFIDAVIT

I, Bill Stathakaros, am the President of the applicant corporation, First Call Communications, Inc., d/b/a A.T.S. and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through direct mailing on June 9, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 9/2/08 4450 Belden Village St NW Ste 602, Canton, OH 44718
(Date) (Location)


(Signature and Title) 9/2/08
(Date)

Subscribed and sworn to before me this 2nd day of September, 2008
(Date)

Angela M. Stohmann (Dominick)
Notary Public

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/5/2008 4:35:11 PM

in

Case No(s). 08-1062-TP-ATA

Summary: Application Application to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD electronically filed by Mr. Patrick D. Crocker on behalf of First Call Communications, Inc. d/b/a A.T.S.