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May 5, 2011

Ms. Renee Jenkins  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

RE: First Communications, LLC  
Docket No. 11-2870-TP-ATA  
Tariff Docket No. 90-9217-TP-TRF

Dear Ms. Jenkins:

In compliance with Case No. 10-1010-TP-ORD, enclosed for filing please find the Telecommunications Application Form for Detariffing and Related Actions and the Telecommunications Retail Service Offering Form for Non-BLES Carriers submitted on behalf of First Communications, LLC. P.U.C.O Tariff No. 7 replaces in its entirety P.U.C.O Tariff No. 6

Should you have any questions or concerns relating to this matter, please contact the undersigned at (269) 381-8893 or [patrick@crockerlawfirm.com](mailto: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 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**  
**(Effective: 01/20/2011 through 05/20/2011)**

In the Matter of the Application of \_\_\_\_\_ )  
First Communications, LLC \_\_\_\_\_ )  
to Detariff Services and make other changes related to the \_\_\_\_\_ )  
Implementation of Case No. 10-1010-TP-ORD \_\_\_\_\_ )

TRF Docket No. 90- 9217

Case No. 11 - 2870 - **TP** - **ATA**

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

Name of Registrant(s) First Communications, LLC  
DBA(s) of Registrant(s) \_\_\_\_\_  
Address of Registrant(s) 3340 West Market Street, Akron, OH 44333  
Company Web Address www.firstcomm.com  
Regulatory Contact Person(s) Mary Cegelski Phone (330) 835-2272 Fax (330) 835-2330  
Regulatory Contact Person's Email Address mcegelski@firstcomm.com  
Contact Person for Annual Report Mary Cegelski Phone (330) 835-2272  
Address (if different from above) \_\_\_\_\_  
Consumer Contact Information Mary Cegelski Phone (330) 835-2272  
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.*

<b>Carrier Type</b>	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (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.
N/A <input type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
N/A <input type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
N/A <input type="checkbox"/>	Exhibit E	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***

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

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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.

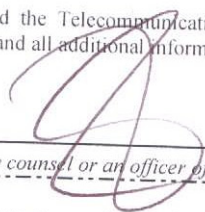
Executed on (Date) 5/5/11 at (Location) Kalamazoo, Michigan

\*(Signature and Title)  (Date) May 5, 2011

- 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, Patrick D. Crocker 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)  Attorney (Date) 5/5/11

• 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**

*This Tariff P.U.C.O. Tariff No. 6 cancels and replaces in its entirety the Company's P.U.C.O. Tariff No. 3 and P.U.C.O. Tariff No. 5 for local exchange services on file with the Commission.*

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES**

**APPLYING TO LOCAL EXCHANGE SERVICE**

**FURNISHED BY**

**FIRST COMMUNICATIONS, LLC**

**THROUGHOUT THE STATE OF OHIO**

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 for viewing on the Company website at [www.firstcomm.com](http://www.firstcomm.com) or by contacting the Company at 3340 West Market Street, Akron, OH 44333.

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Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
First Communications, LLC  
3340 West Market Street  
Akron, Ohio 44333

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EXPLANATION OF SYMBOLS

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

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

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APPLICATION OF TARIFF

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate communications services by First Communications, LLC, 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 Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available for viewing on the Company's website at [www.firstcomm.com](http://www.firstcomm.com) or by contacting the Company at 3340 West Market Street, Akron, OH 44333.

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.

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## 1. DEFINITIONS

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

Access Services: The Company's intrastate telephone services offered pursuant to this tariff.

Access Service Request ("ASR"): The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

Account Codes: For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Agency: For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Analog - A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

Association Customer: An organized group of individual customers with which Company reaches agreement to provide service to both the association and its members.

Authorized User: The term, authorized user, denotes a person, firm or corporation who is authorized by the customer to utilize the Company.

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Basic Local Exchange Services: Means the end user and carrier access to and usage of telephone Company-provided facilities that enable customers, over a local exchange telephone company network operated within a local service area, to originate and receive voice grade, data, or image communications and to access interexchange or other networks. Resellers and/or rebillers of basic local exchange service are local exchange carriers since they provide basic local exchange services consistent with this definition.

Bit: The smallest unit of information in the binary system of notation.

Business Line: A communication service provided by a telephone operating company which allows a subscriber of Company access to the telephone dial network.

Carrier Cost Recovery Fee: First Communications will assess a monthly fee per line for carrier cost recovery charges. This helps defray First Communications' overall costs of providing services to customers.

1. DEFINITIONS (Cont'd)

Central Office - Operating office of Company where connections are made between telephone exchange lines.

Central Office End: The term "Central Office End" denotes that end of a foreign exchange channel at which subscriber has a dial access to a telephone company central office.

Channel: The term "Channel" denotes a path for electrical transmission between two or more points, the path having a bandwidth and termination of subscriber's own choosing.

Closed End: The term "Closed End" refers to the termination point where the Dedicated Access Line described in Section 3.2 hereof is located.

Commission - the Public Utilities Commission of Ohio

Communications Services: The Company's intrastate toll and local exchange telephone services offered for both intraLATA and interLATA use.

Company: First Communications, LLC, also referred to as "FirstCom".

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

Daytime: The term "Daytime" denotes 8:00 a.m. to, but not including, 5:00 p.m. local time at the originating terminal on Monday through Friday, excluding Company recognized national holidays.

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

Designation Location: The term "Designation Location" or "Location" refers to a terminal device (e.g., handset, PBX, facsimile machine, having a unique telephone number, and to which the subscriber represents to the Company that subscriber has a regular and continuing requirement for communications which are related directly to the business of the subscriber at the designated location (e.g., including but not limited to: affiliates, subsidiaries, subcontractors, suppliers, customers, and other regular business contracts).

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

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

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

Direct Outward Dial ("DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Distant City: The term "Distant City" refers to a Company termination point opposite a Closed End.

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1. DEFINITIONS (Cont'd)

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

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

Evening: The term "Evening" denotes 5:00 p.m. but not including 11:00 p.m. local time at the originating terminal on Sunday through Friday and anytime on Company recognized national holidays except when a lower rate would normally apply.

Exchange: Means a geographical service area established by an incumbent local exchange carrier and approved by the Commission, which usually embraces a city, town, or village and a designated surrounding or adjacent area. It typically encompasses one or more central offices, together with the associated plant used in furnishing telecommunications service to the general public. There are currently 748 exchanges in the state.

Exchange Area: The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone companies hold themselves out to provide communications service.

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

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

First Communications, LLC: First Communications, LLC, the issuer of this tariff, also referred to as "Company".

Foreign Exchange Service ("FX"): The term "Foreign Exchange Service" (FX) provides subscribers with the capability of local dialing in a remote exchange via private line service.

General Access Port ("GAP"): The term "General Access Port" (GAP) denotes an entrance or exit device on a switching machine which provides a means of connection between that switching machine and a termination point of the service.

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

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### 1. DEFINITIONS (Cont'd)

Holidays: Company recognized national holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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

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

Intercity Mileage: The term "Intercity Mileage" denotes the mileage, measured as the shortest distance between any two of the carrier's network terminal offices using the Telephone Industry Standard Rate Centers ("V" & "H") associated with the said carrier's offices.

Inward WATS Extension Service: The term "Inward WATS Extension Service" refers to an incoming service offered to customers who elect to have all of their calls routed to a specific number. Customers can select any previously unused seven digit number in place of an access code, and Company will route their calls to the dedicated phone number provided by the number in his application for Inward WATS Extension Service. (The dedicated number is supplied to the customer by his local exchange company).

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

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

Local Calling Area: Unless otherwise specified, local calling area for the Company shall be the same as the local calling area established by the LEC in the area where service is being provided.

Local Exchange Carrier ("LEC"): Means any facilities-based and nonfacilities-based, ILECs and NECs which provide basic local exchange services to consumers on a common carrier basis. Such term does not include and entity insofar as such entity is engaged in the provision of a commercial mobile service under Section 47 U.S.C. 332(C), except to the extent that the FCC finds that such service should be included in the definition of such term.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Metropolitan Areas— Area whose underlying carrier is SBC.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

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

1. DEFINITIONS (Cont'd)

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

Nighttime: The term "Nighttime" denotes 11:00 p.m. to but not including 8:00 a.m. local time at the originating terminal Monday through Friday, anytime on Saturday, and all day Sunday except 5:00 p.m. to 11:00 p.m.

Nonfacilities-Based Local Exchange Carrier: Any person, firm, copartnership, voluntary association, joint-stock association, company, or corporation that does not own, operate, manage, or control plant or equipment but that is in the business of reselling basic local exchange service to consumers on a common carrier basis.

Non-Proprietary Calling Card: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

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

Normal Work Hours: The term "Normal Work Hours" denotes the time after 8:00 a.m. and before 5:00 p.m. Monday through Friday excluding Company recognized holidays.

("NPA"): Numbering plan area or area code.

Off-Net: A means for carrying traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to Customer location. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Operator Services: Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Services.

Other Common Carrier ("OCC"): The term "Other Common Carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

1. DEFINITIONS (Cont'd)

Pay Per Use Monthly Cap: As a one time offering to our customers, First Communications will cap the pay per use charges as a good will credit when a customer incurs excessive pay per use charges. This is a one time only event for the life of the customer. The Customer is required to take further actions either by adding the unlimited monthly feature to their account, blocking the pay per use feature or paying all future pay per use charges.

PBX: Private Branch Exchange

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, called station, or a designated third-party station.

Point of Presence ("POP"): Point of Presence

Premises: The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Rapid-Dial: The term "Rapid-Dial" refers to a dial-up service option where Company supplies or arranges for the supply of a network accessing dialer so that a customer dials all phone numbers as if the Company network were not to be involved.

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

Regular Billing: The term "Regular Billing" denotes a standard bill sent in the normal monthly Company billing cycle. This billing consists of one bill for each account assigned to the customer with explanatory detail showing the derivation of the charges.

Regulatory Compliance Fee: First Communications will assess a monthly fee per line for carrier cost recovery charges. This helps defray First Communications' overall costs of providing services to customers.

Resp. Org.: "Resp. Org." is the responsible organization designated by the customer as the long distance carrier it wishes to have control any 800 number to which the customer is entitled.

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

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

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### 1. DEFINITIONS (Cont'd)

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

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

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

Special Billing Arrangement: The term "Special Billing Arrangement" denotes an arrangement under which Company will at the request of a customer, provide additional billing functions such as separate breakdowns of overall total billing into sub-bills to facilitate customer's internal accounting procedures.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Subscriber End: The term "Subscriber End" denotes that end of a foreign exchange channel at which a customer is connected by a local distribution facility to Company's network terminal office.

Subscriber Terminal: The term "Subscriber Terminal" denotes the termination of the Company, DAL at the customer's premises.

Switch: The term "Switch" denotes an electronic device which is used to provide circuit sharing, routing, and control.

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

Third Number Billing: Calls where the person originating the call specifies to a telephone company operator to bill the call to an authorized station, as determined by the Telephone Company, other than the station originating the call, or the station where the call is terminated.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Time Charges: As an add-on service to the operator, time and charges for the call will be provided to the caller when the called party disconnects.

Towns and Rural Areas: Area whose underlying carrier is Verizon.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the end user has a customer relationship with the carrier, contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator assisted calls.

Transparent Access: As used by Company, transparent access means that users access the Company network as they would AT&T with 1+ Area Code and number called only, omitting both the access and security code numbers in their manual dialing routine.

1. DEFINITIONS (Cont'd)

Travel Access: Travel Access to the Company network can be utilized whenever a customer is at a location that cannot access a Company switch site on a toll free basis. Company Travel Access feature uses interconnect agreements and 800 lines to access the Company network from any of the lower 48 states, Puerto Rico, and/or the Virgin Islands.

Travel Access utilization is exactly the same as local network utilization with respect to procedures. Rates for Travel Access service vary from dial-up service only in the per minute rate. Usage charges for Travel Access are rounded to the next highest minute.

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

Universal Termination WATS (UTW): This is a Company service offering where customers pay one rate per minute per call, regardless of the distance being called. UTW billing is not mileage sensitive but all other Dial-Up regulations apply.

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

User or End User: A Customer, Joint User, or any other person authorize by a Customer to use service provided under this tariff.

Zero Negative ("0-"): The Customer dials only "0" and all additional network functions are performed by the operator.

Zero Plus Mechanized ("0+"): Operator assistance utilizing a machine instead of a live operator. Interaction requires the caller to use a touch tone telephone.

Zero Plus Time Out ("0+"): A "0+" mechanized feature that allows people without a touch tone telephone to revert to a live operator.



## 2. RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

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

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

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customer's rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

#### 2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

#### 2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2. RULES AND REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.3 Terms and Conditions (cont'd)

- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
  - 1) the Customer is using the service in violation of this tariff; or
  - 2) the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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## 2. RULES AND REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (cont'd)

#### 2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
  - 1) Any act or omission of: (A. the Customer, (B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (C. common carriers or warehousemen, except as contracted by the Company;
  - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3) Any unlawful or unauthorized use of the Company's facilities and services;

2. RULES AND REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.4 Limitations on Liability (cont'd)

## D. (cont'd)

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

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## 2. RULES AND REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (cont'd)

#### 2.1.4 Limitations on Liability (cont'd)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier 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 consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (cont'd)

#### 2.1.5 Notification of Service-Affecting Activities

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

#### 2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (cont'd)

#### 2.1.6 Provision of Equipment and Facilities (cont'd)

- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment; and
  - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

#### 2.1.7 Non-routine Installation

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

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## 2. RULES AND REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (cont'd)

#### 2.1.8 Special Construction

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

- 1) where facilities are not presently available to provide service other than basic service;
- 2) of a type other than that which the Company would normally utilize in the furnishing of its tariffed services;
- 3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which the Company would normally construct for the area, using traditional industry standards;
- 5) on a temporary basis until permanent facilities are available;

#### 2.1.9 Ownership of Facilities

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

### 2.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission of Ohio's regulations, policies, orders, and decisions.



2. RULES AND REGULATIONS (Cont'd)2.2 Prohibited Uses (cont'd)

- C. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- 1) the payment of all applicable charges pursuant to this tariff;
- 2) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

2. RULES AND REGULATIONS (Cont'd)2.3 Obligations of the Customer (cont'd)2.3.1 General (cont'd)

- 3) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 4) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C.. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- 5) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

2. RULES AND REGULATIONS (Cont'd)2.3 Obligations of the Customer (cont'd)2.3.1 General (cont'd)

- 6) 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); 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;
- 7) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- 8) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes; and
- 9) Company shall be indemnified and held harmless by the customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channels, against claims for infringement of patents arising from, combining with, or using in connection with, service furnished by Company apparatus and systems of the customer in connection with the service provided by Company.

2. RULES AND REGULATIONS (Cont'd)2.3 Obligations of the Customer (cont'd)2.3.2 Liability of the Customer

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

2. RULES AND REGULATIONS (Cont'd)2.4 Customer Equipment and Channels2.4.1 General

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

2.4.2 Station Equipment

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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## 2. RULES AND REGULATIONS (Cont'd)

### 2.5 Customer Deposits and Advance Payments

#### 2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

#### 2.5.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance Rules 4901:1-17 of the Ohio Administrative Code. A deposit may be required if the customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit required shall be determined in accordance with Section 4901:1-5 of the Ohio Administrative Code.
- B. A deposit may be required in addition to an advance payment for special construction only.
- C. Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:1-17 of the Ohio Administrative Code Deposits held for less than 180 days will not accrue interest.
- E. Customers of residential service may utilize, in lieu of a deposit, residential service guarantors in accordance with the provisions of Rule 4901:1-5.

2. RULES AND REGULATIONS (Cont'd)2.5 Customer Deposits and Advance Payments (cont'd)2.5.3 Application for Service

Company will require a customer to sign an application form furnished by Company or to conduct a third party verification, and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment for such service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established to the sole and exclusive satisfaction of Company, may be subject to the provisions as described in Section 2.5.2. This application shall state the date on which service is to begin and the points between which service is to be provided, the type of facilities required, and any special arrangements related thereto. Company may also require a signed authorization from a customer for additions to or changes in the existing service of such customer.

2. RULES AND REGULATIONS (Cont'd)2.6 Payment Arrangements2.6.1 Payment for Service

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

A. Taxes

The Customer is responsible for the payment of all state, local and 9-1-1 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 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 procedures by sending notice to all Customers informing them of the new line item charges.



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## 2. RULES AND REGULATIONS (Cont'd)

### 2.6 Payment Arrangements (cont'd)

#### 2.6.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

2. RULES AND REGULATIONS (Cont'd)2.6 Payment Arrangements (cont'd)2.6.2 Billing and Collection of Charges (cont'd)

- F. The Customer should, if possible, notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

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](http://www.puco.ohio.gov).

Residential customers 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](http://www.pickocc.org).

- G. If service is disconnected by the Company (in accordance with Section 2.6.3 following, and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following, and later restored, restoration of service will be subject to all applicable installation charges.

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## 2. RULES AND REGULATIONS (Cont'd)

### 2.6 Payment Arrangements (cont'd)

#### 2.6.3 Denial or Disconnection of Local and Toll Service

- A. Local service may be disconnected for non-payment of charges in accordance with the provisions of Rule 4901:1-5-17(A).
- B. Toll service may be disconnected for non-payment in accordance with the provisions of Rule 4901:1-5-17(B).
- C. Service may be disconnected with notice in cases not involving non-payment, in accordance with the conditions set forth in Rules 4901:1-5-17(D) and (E).
- D. Subscriber service may be disconnected without notice in cases not involving non-payment only in accordance with the conditions set forth in Rule 4901:1-5-17(G).
- E. Disconnection procedures and payment schedules shall be governed by the provisions of Rule 4901:1-5-17(K).
- F. Reconnection of local and toll service shall be completed in accordance with the provisions of Rule 4901:1-5-17(M).

2. RULES AND REGULATIONS (Cont'd)2.6 Payment Arrangements (cont'd)2.6.4 Notice to Company for Cancellation of Service

Contract Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. 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 below:
  - 1) 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.
- C. The special charges described in 2.6.5(A. through 2.6.5 C.) will be calculated and applied on a case-by-case basis.

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## 2. RULES AND REGULATIONS (Cont'd)

### 2.6 Payment Arrangements (cont'd)

#### 2.6.6 Changes in Service Requested

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

#### 2.6.7 Bad Check Charge

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

Maximum  
\$45.00

Current  
\$35.00

### 2.7 Allowances for Interruptions in Service

#### 2.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Company discovers or the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2. RULES AND REGULATIONS (Cont'd)2.7 Allowances for Interruptions in Service (cont'd)2.7.1 General (cont'd)

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

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

- 1) Occurs as a result of a negligent or willful act on the part of the Subscriber;
- 2) Occurs as a result of a malfunction of Subscriber-owned telephone equipment;
- 3) Occurs as a result of military action, wars, insurrections, riots, or strikes;
- 4) Occurs as a result of an act of God; and
- 5) Extended by the Company's inability to gain access to the Subscriber's premises due to the Subscriber missing a repair appointment.

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## 2. RULES AND REGULATIONS (Cont'd)

### 2.7 Allowances for Interruptions in Service (cont'd)

#### 2.7.3 Use of Another Means of Communications

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

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

Credits for interruptions in service shall be provided in accordance with the Commission requirement set forth in Section 4901:1-5 of the Ohio Administrative Code

#### 2.7.5 Cancellation For Service Interruption

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

2. RULES AND REGULATIONS (Cont'd)2.8 Cancellation of Service/Termination Liability

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

2.8.1 Termination Liability

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

- 1) All unpaid 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 for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; and
- 4) Minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.



## 2. RULES AND REGULATIONS (Cont'd)

### 2.9 Customer Liability for Unauthorized Use of the Network

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

#### 2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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

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## 2. RULES AND REGULATIONS (Cont'd)

### 2.10 Transfers and Assignments

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

- 1) To any subsidiary, parent company or affiliate of the Company;
- 2) Pursuant to any sale or transfer of substantially all the assets of the Company; or
- 3) Pursuant to any financing, merger or reorganization of the Company.

### 2.11 Notices and Communications

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

### 2.12 Sales Tax

Certain telecommunication services, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

### 2.13 Trouble Shooting at Customer's Premises

A trouble shooting charge is levied to cover the cost to Company, of a visit to the customer's premises to determine what equipment is the cause of a malfunction. This charge applies in cases where Company identifies the trouble to be caused by customer-provided equipment, and is unrelated to any malfunction of Company's service. The charge applies from the time Company personnel are dispatched until the problem is identified. Customers that do not have a Network Interface Device will not be charged to isolate out-of-service trouble conditions.

A charge also applies when the underlying local telephone company at Company's request, makes the trouble-shooting visit to customer's premises and determines that the trouble is caused by customer-provided equipment. The customer will be billed directly by the Company.

The customer may also be responsible for any charges when Company, acting as the customer's agent, requests that the vendor of the customer-provided equipment make a trouble shooting visit of the customer-provided equipment.

### 2.14 Unlimited Usage

Plans with unlimited local or long distance usage are intended for voice service use and usage is monitored to prevent abuse. Customers cannot resell or redistribute the package or any portion of it, or otherwise charge others to use the service(s). First Communications may conduct internal investigations on lines with over 2000 minutes of long distance or 5000 minutes of local usage. This investigation may include, but not limited to, calling the customer, reviewing the call volumes and call durations, and verifying that the called number is not an Internet provider.

Residential packages are to be used for reasonable personal, non-commercial voice use only. Residential users agree not to use the package for enterprise purposes whether or not the enterprise is directed toward making a profit, including, but not limited to, telemarketing, call center service, medical transcription or facsimile broadcasting. Commercial packages are to be used for reasonable commercial voice use only and are not intended for, services including, but not limited to, telemarketing, call center service, medical transcription or facsimile broadcasting.

First Communications reserves the right to disconnect upon notice as required by applicable law any prohibited transmissions or uses and to terminate the package in the event of a violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period, excessive length of calls, heavy usage, heavy concentration over consecutive dates, residential usage that may be deemed business use or usage that originates from a phone line that is listed as a business line by any government agency, telephone directory, business letterhead or phone company.

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2. RULES AND REGULATIONS (Cont'd)2.15 Service Rearrangements

- A. Any customer wishing to change the type of service arrangement provided is required to give the Company at least 45 days written notice. Such changes will only be effected on the first day of a monthly billing period.
- B. When, at the customer's request, the Company changes the customer's service type or operation mode and these changes require any facility or termination rearrangements by the Company the normal installation charge(s) for that which is rearranged will apply unless a specific charge exists elsewhere in this tariff.
- C. When the local access line and/or associated equipment is moved or rearranged at the customer's request, the normal local access line installation charges will apply.
- D. When the customer requests changes, additions, or deletions to optional features, the normal installation charge for the changed optional feature will apply.
- E. Change of Resp. Org.: If a Customer accumulates more than \$1,000.00 of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

### 3. SERVICE DESCRIPTIONS AND RATES

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.

Network Access charges

### 3.2 Exchange Areas Served

The company provides local exchange services in the territories served by AT&T Ohio and Verizon. The company concurs in their filed exchange areas and exchange maps.

#### 3.2.1 Local Calling Area – Metropolitan

First Communications offers zone pricing in Metropolitan Areas. The exchanges mirror the traditional AT&T Ohio exchanges.

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### 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

#### 3.2 Exchange Areas Served (Cont'd)

##### 3.2.1 Local Calling Area – Metropolitan (Cont'd)

OHIO ZONE PRICING IS IN THE METROPOLITAN AREA ONLY.

Zone 1	Area Code	216			
Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
201*	CLEVOH42	448	CLEVOH42	688	CLEVOH25
204	CLEVOH62	459	CLEVOH74	689	CLEVOH62
206	CLEVOH64	464	BCWDOH46	691	SECLOH38
221	LKWDOH52	466	CLEVOH62	694	CLEVOH62
222	CLEVOH62	471	SHHGOH92	696	CLEVOH62
226	LKWDOH52	475	MPHGOH66	698	CLEVOH62
227	LKWDOH52	476	CLEVOH25	707	CLEVOH42
228	LKWDOH52	479	CLEVOH62	721	CLEVOH42
229	CLEVOH42	485	CLEVOH74	736	CLEVOH62
231	CLEVOH42	488	BCWDOH46	737	CLEVOH62
241	CLEVOH62	491	SHHGOH92	739	CLEVOH74
251	CLEVOH25	514	BCWDOH46	741	CLEVOH74
252	CLEVOH25	515	CLEVOH62	749	CLEVOH74
257	CLEVOH25	518	MPHGOH66	751	SHHGOH92
263	CLEVOH62	521	LKWDOH52	752	SHHGOH92
271	CLEVOH64	522	CLEVOH62	754	CLEVOH42
274	CLEVOH62	523	CLEVOH62	765	BCWDOH46
277	CLEVOH62	529	LKWDOH52	766	BCWDOH46
283	SHHGOH92	545	BCWDOH46	767	SHHGOH92
286	CLEVOH42	556	CLEVOH62	771	CLEVOH62
291	SECLOH38	561	SHHGOH92	772	CLEVOH62
292	BCWDOH46	563	CLEVOH62	774	CLEVOH62
295	SHHGOH92	566	CLEVOH62	776	CLEVOH62
297	SECLOH38	574	CLEVOH62	778	CLEVOH74
298	CLEVOH62	575	CLEVOH62	781	CLEVOH62
320	CLHGOH32	578	CLEVOH62	787	CLEVOH62
321	CLHGOH32	579	CLEVOH62	791	CLEVOH42
332	MPHGOH66	581	MPHGOH66	795	CLEVOH42
335	CLEVOH74	583	CLEVOH62	802	CLEVOH62
341	CLEVOH64	584	MPHGOH66	810	MPHGOH66
344	CLEVOH62	586	CLEVOH62	822	CLEVOH62
348	CLEVOH62	587	MPHGOH66	828	CLEVOH62

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Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.2 Exchange Areas Served (Cont'd)3.2.1 Local Calling Area – Metropolitan (Cont'd)

OHIO ZONE PRICING IS IN THE METROPOLITAN AREA ONLY.

Zone 1	Area Code	216			
351	CLEVOH74	589	CLEVOH62	830	CLEVOH62
357	CLEVOH62	591	BCWDOH46	831	BCWDOH46
360	BCWDOH46	592	CLEVOH62	839	BCWDOH46
363	CLEVOH62	593	BCWDOH46	844	CLEVOH42
368	CLEVOH42	595	BCWDOH46	858	CLEVOH62
371	CLHGOH32	615	CLEVOH62	861	CLEVOH62
378	BCWDOH46	621	CLEVOH62	875	CLEVOH62
381	SECLOH38	622	CLEVOH62	883	CLEVOH64
382	SECLOH38	623	CLEVOH62	889	CLEVOH25
394	CLEVOH62	624	CLEVOH62	896	BCWDOH46
397	CLHGOH32	635	CLEVOH74	902	CLEVOH62
398	CLEVOH74	636	CLEVOH42	921	SHHGOH92
420	CLEVOH62	640	CLEVOH64	931	CLEVOH62
421	CLEVOH42	641	CLEVOH64	932	CLHGOH32
429	CLEVOH64	661	CLEVOH74	937	CLEVOH62
436	CLEVOH62	662	MPHGOH66	941	CLEVOH25
441	CLEVOH64	663	MPHGOH66	957	CLEVOH74
443	CLEVOH62	664	CLEVOH62	983	CLEVOH42
444	CLEVOH42	671	CLEVOH25	987	CLEVOH62
445	CLEVOH42	685	CLEVOH62	991	SHHGOH92
		687	CLEVOH62	999	CLEVOH62

\*\* Note: For 216-201, only beginning with 216-201-0xxx, 216-201-1xxx, 216-201-4xxx, 614-243-7xxx, 614-243-8xxx and 614-243-9xxx

Issued: July 11, 2008

Effective: July 11, 2008

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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.2 Exchange Areas Served (Cont'd)3.2.1 Local Calling Area – Metropolitan (Cont'd)

OHIO ZONE PRICING IS IN THE METROPOLITAN AREA ONLY.

Zone 1      Area Code      330

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
244	NCTNOH49	455	CNTNOH45	498	NCTNOH49
305	NCTNOH49	456	CNTNOH45	499	NCTNOH49
363	CNTNOH45	458	CNTNOH45	580	CNTNOH45
430	CNTNOH45	471	CNTNOH45	588	CNTNOH45
433	NCTNOH49	489	CNTNOH45	649	NCTNOH49
438	CNTNOH45	490	NCTNOH49	830	MSLNOH02
450	CNTNOH45	491	NCTNOH49	832	MSLNOH02
451	CNTNOH45	492	NCTNOH49	833	MSLNOH02
452	CNTNOH45	493	NCTNOH49	834	MSLNOH02
453	CNTNOH45	494	NCTNOH49	837	MSLNOH02
454	CNTNOH45	497	NCTNOH49	966	NCTNOH49

Zone 1      Area Code      440

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
248	SOLNOH24	483	MYHGOH44	836	SOLNOH24
312	MYHGOH44	498	SOLNOH24	842	PARMOH88
349	SOLNOH24	519	SOLNOH24	843	PARMOH88
395	MYHGOH44	542	SOLNOH24	845	PARMOH88
431	MYHGOH44	603	MYHGOH44	868	MYHGOH44
442	MYHGOH44	604	MYHGOH44	884	PARMOH88
446	MYHGOH44	605	MYHGOH44	885	PARMOH88
449	MYHGOH44	646	MYHGOH44	886	PARMOH88
456	MYHGOH44	649	SOLNOH24	887	PARMOH88
460	MYHGOH44	684	MYHGOH44	888	PARMOH88
461	MYHGOH44	720	MYHGOH44	914	SOLNOH24
473	MYHGOH44	743	PARMOH88	995	MYHGOH44

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Issued: July 11, 2008

Effective: July 11, 2008

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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.2 Exchange Areas Served (Cont'd)3.2.1 Local Calling Area – Metropolitan (Cont'd)

OHIO ZONE PRICING IS IN THE METROPOLITAN AREA ONLY.

Zone 1      Area Code      614

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
210	DBLNOH89	356	DBLNOH89	645	CLMBOH11
213	WOTNOH88	365	CLMBOH11	659	DBLNOH89
215	DBLNOH89	366	CLMBOH11	677	CLMBOH11
217	CLMBOH11	376	DBLNOH89	688	CLMBOH11
220	CLMBOH11	387	CLMBOH11	716	CLMBOH11
221	CLMBOH11	388	CLMBOH23	717	DBLNOH89
222	CLMBOH11	414	CLMBOH47	718	DBLNOH89
223	CLMBOH11	415	CLMBOH47	719	CLMBOH11
224	CLMBOH11	418	CLMBOH47	722	CLMBOH11
225	CLMBOH11	428	CLMBOH47	723	CLMBOH11
227	CLMBOH11	430	WOTNOH88	724	CLMBOH11
228	CLMBOH11	431	WOTNOH88	728	CLMBOH11
229	CLMBOH11	433	WOTNOH88	734	DBLNOH89
231	CLMBOH23	435	WOTNOH88	744	CLMBOH11
232	CLMBOH11	436	WOTNOH88	752	CLMBOH11
233	CLMBOH11	438	WOTNOH88	760	DBLNOH89
234	CLMBOH11	442	UPAROH45	761	DBLNOH89
235	CLMBOH23	447	CLMBOH26	764	DBLNOH89
236	CLMBOH23	451	UPAROH45	766	DBLNOH89
237	CLMBOH23	457	UPAROH45	771	HLRDOH87
238	CLMBOH23	459	UPAROH45	777	HLRDOH87
239	CLMBOH23	460	CLMBOH11	781	WOTNOH88
240	CLMBOH11	461	CLMBOH11	784	CLMBOH26
241	CLMBOH11	462	CLMBOH11	785	WOTNOH88
242	CLMBOH11	463	CLMBOH11	786	WOTNOH88
243*	CLMBOH11	464	CLMBOH11	789	DBLNOH89
244*	CLMBOH11	466	CLMBOH11	790	DBLNOH89
247	CLMBOH11	469	CLMBOH11	791	DBLNOH89
248*	CLMBOH11	470	CLMBOH47	792	DBLNOH89
249	CLMBOH11	471	CLMBOH47	793	DBLNOH89

Issued: July 11, 2008

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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.2 Exchange Areas Served (Cont'd)3.2.1 Local Calling Area – Metropolitan (Cont'd)

OHIO ZONE PRICING IS IN THE METROPOLITAN AREA ONLY.

Zone 1	Area Code	614			
261	CLMBOH26	472	CLMBOH47	798	DBLNOH89
262	CLMBOH26	473	CLMBOH47	799	DBLNOH89
263	CLMBOH26	475	CLMBOH47	821	CLMBOH11
265	CLMBOH26	476	CLMBOH47	825	WOTNOH88
267	CLMBOH26	478	CLMBOH47	840	WOTNOH88
268	CLMBOH26	479	CLMBOH47	841	WOTNOH88
272	CLMBOH27	480	CLMBOH11	842	WOTNOH88
273	UPAROH45	481	UPAROH48	844	WOTNOH88
274	CLMBOH27	485	UPAROH48	846	WOTNOH88
275	CLMBOH27	486	UPAROH48	847	WOTNOH88
276	CLMBOH27	487	UPAROH48	848	WOTNOH88
278	CLMBOH27	488	UPAROH48	849	CLMBOH11
279	CLMBOH27	514	CLMBOH11	850	HLRDOH87
280	CLMBOH11	516	WOTNOH88	854	WOTNOH88
281	CLMBOH11	527	HLRDOH87	857	CLMBOH11
287	CLMBOH11	529	HLRDOH87	876	HLRDOH87
292	CLMBOH11	538	UPAROH45	880	WOTNOH88
293	CLMBOH11	544	CLMBOH11	885	WOTNOH88
308	CLMBOH27	546	CLMBOH11	887	CLMBOH11
326	UPAROH45	564	CLMBOH11	888	WOTNOH88
331	CLMBOH11	566	CLMBOH11	889	DBLNOH89
336	DBLNOH89	621	CLMBOH11	896	WOTNOH88
337	CLMBOH47	627	CLMBOH11	921	HLRDOH87
338	CLMBOH23	628	CLMBOH11	932	DBLNOH89
341	CLMBOH11	629	CLMBOH11	985	WOTNOH88
342	CLMBOH47	644	CLMBOH11	995	CLMBOH11
351	CLMBOH27				

\* Note: For 614-243, only beginning with 614-243-0xxx, 614-243-1xxx, 614-243-4xxx, 614-243-7xxx, 614-243-8xxx and 614-243-9xxx

For 614-244, only beginning with 614-244-0xxx, 614-244-3xxx, 614-244-4xxx, 614-244-5xxx, 614-244-8xxx and 614-244-9xxx

For 614-248, only beginning with 614-248-0xxx, 614-248-1xxx, 614-248-2xxx, 614-248-3xxx, 614-248-5xxx, 614-248-6xxx and 614-248-9xxx

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Issued: July 11, 2008

Effective: July 11, 2008

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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.2 Exchange Areas Served (Cont'd)3.2.1 Local Calling Area – Metropolitan (Cont'd)

OHIO ZONE PRICING IS IN THE METROPOLITAN AREA ONLY.

Zone 2      Area Code      216

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
361	CLEVOH43	651	CLEVOH63	447	INDPOH52
391	CLEVOH43	939	CLEVOH63	520	INDPOH52
426	CLEVOH43	961	CLEVOH63	524	INDPOH52
431	CLEVOH43	261	ECLDOH73	525	INDPOH52
432	CLEVOH43	289	ECLDOH73	573	INDPOH52
881	CLEVOH43	731	ECLDOH73	642	INDPOH52
281	CLEVOH63	732	ECLDOH73	643	INDPOH52
334	CLEVOH63	797	ECLDOH73	901	INDPOH52
631	CLEVOH63	328	INDPOH52	986	INDPOH52
634	CLEVOH63	446	INDPOH52		

Zone 2      Area Code      330

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
208	AKRNOH25	652	NILSOH65	786	AKRNOH72
245	CVTPOH02	672	KENTOH67	788	YNTWOH78
252	AKRNOH25	673	KENTOH67	792	YNTWOH79
253	AKRNOH25	676	KENTOH67	793	YNTWOH79
255	AKRNOH25	677	KENTOH67	794	AKRNOH78
258	AKRNOH25	678	KENTOH67	796	AKRNOH78
270	YNTWOH79	686	STOWOH68	797	YNTWOH79
344	AKRNOH25	688	STOWOH68	798	AKRNOH78
346	KENTOH67	689	STOWOH68	799	YNTWOH79
349	NILSOH65	702	CNFDOH02	835	AKRNOH86
370	AKRNOH25	707	POLDOH75	836	AKRNOH86
374	AKRNOH25	724	AKRNOH72	848	BRTNOH74
375	AKRNOH25	726	BDMNOH75	849	AKRNOH25
376	AKRNOH25	729	BDMNOH75	860	BRTNOH74
379	AKRNOH25	733	AKRNOH78	861	BRTNOH74
384	AKRNOH25	734	AKRNOH78	864	AKRNOH86
434	AKRNOH25	740	YNTWOH74	865	AKRNOH86
480	YNTWOH74	742	YNTWOH74	867	AKRNOH86

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Issued: July 11, 2008

Effective: July 11, 2008

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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.2 Exchange Areas Served (Cont'd)3.2.1 Local Calling Area – Metropolitan (Cont'd)

OHIO ZONE PRICING IS IN THE METROPOLITAN AREA ONLY.

Zone 2	Area Code	330			
505	NILSOH65	743	YNTWOH74	869	AKRNOH86
515	AKRNOH25	744	YNTWOH74	873	AKRNOH86
530	NILSOH65	745	BRTNOH74	884	YNTWOH74
533	CNFDOH02	746	YNTWOH74	916	CYFLOH92
535	AKRNOH25	747	YNTWOH74	920	CYFLOH92
539	LRTPOH75	753	BRTNOH74	922	CYFLOH92
543	AKRNOH25	757	POLDOH75	923	CYFLOH92
544	NILSOH65	758	BDMNOH75	926	CYFLOH92
545	LRTPOH75	759	LRTPOH75	928	CYFLOH92
568	LRTPOH75	761	AKRNOH25	929	CYFLOH92
599	YNTWOH74	762	AKRNOH25	940	CYFLOH92
615*	AKRNOH25	773	AKRNOH72	941	YNTWOH74
615*	BRTNOH74	779	YNTWOH79	945	CYFLOH92
629	BDMNOH75	780	AKRNOH78	965	BDMNOH75
630	TLMDOH63	781	YNTWOH78	971	CYFLOH92
633	TLMDOH63	782	YNTWOH78	972	AKRNOH25
634	TLMDOH63	783	YNTWOH78	973	AKRNOH25
643	AKRNOH25	784	AKRNOH78	989	NILSOH65
644	CVTPOH02	785	AKRNOH72	996	AKRNOH25
645	CVTPOH02				

\* Note: For 330-615, 330-615-9xxx is NOT in Zone 2

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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.2 Exchange Areas Served (Cont'd)3.2.1 Local Calling Area – Metropolitan (Cont'd)

OHIO ZONE PRICING IS IN THE METROPOLITAN AREA ONLY.

Zone 2            Area Code        440

Ohio Zone 2	Area Code	440				
Exchange	Wire Center Name		Exchange	Wire Center Name	Exchange	Wire Center Name
250	WSLKOH87		520	WLGHOH94	892	WSLKOH87
269	WLGHOH94		571	WLGHOH94	899	WSLKOH87
296	PNVLOH35		585	ECLDOH73	918	WLGHOH94
347	ECLDOH73		602	WLGHOH94	942	WLGHOH94
350	PNVLOH35		617	WSLKOH87	943	ECLDOH73
352	PNVLOH35		639	PNVLOH35	944	ECLDOH73
354	PNVLOH35		808	WSLKOH87	946	WLGHOH94
357	PNVLOH35		827	WSLKOH87	951	WLGHOH94
358	PNVLOH35		833	ECLDOH73	953	WLGHOH94
375	PNVLOH35		835	WSLKOH87	954	WLGHOH94
392	PNVLOH35		871	WSLKOH87	975	WLGHOH94
516	ECLDOH73					

Zone 2            Area Code        614

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
243*	WEVLOH88	445	CLMBOH44	836	CNWIOH83
244*	WEVLOH88	449	CLMBOH44	837	CNWIOH83
248*	WEVLOH88	501	CLMBOH86	856	CLMBOH86
251	CLMBOH25	523	WEVLOH88	860	CLMBOH86
252	CLMBOH25	539	GVCYOH87	861	CLMBOH86
253	CLMBOH25	542	CLMBOH44	862	CNWIOH83
257	CLMBOH25	575	CLMBOH86	863	CLMBOH86
258	CLMBOH25	577	CLMBOH86	864	CLMBOH86
277	GVCYOH87	751	CLMBOH86	865	WEVLOH88
291	CLMBOH29	755	CLMBOH86	866	CLMBOH86
294	CLMBOH29	759	CLMBOH86	868	CLMBOH86
297	CLMBOH29	776	WEVLOH88	871	GVCYOH87
298	CLMBOH29	794	WEVLOH88	875	GVCYOH87
299	CLMBOH29	797	WEVLOH88	882	WEVLOH88

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Issued: July 11, 2008

Effective: July 11, 2008

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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.2 Exchange Areas Served (Cont'd)3.2.1 Local Calling Area – Metropolitan (Cont'd)

OHIO ZONE PRICING IS IN THE METROPOLITAN AREA ONLY.

Zone 2            Area Code        614

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
299	CLMBOH29	797	WEVLOH88	882	WEVLOH88
322	CLMBOH86	801	GVCYOH87	890	WEVLOH88
367	CLMBOH86	818	WEVLOH88	891	WEVLOH88
372	CLMBOH25	823	WEVLOH88	895	WEVLOH88
421	CLMBOH29	830	CNWIOH83	898	WEVLOH88
424	CLMBOH29	833	CNWIOH83	899	WEVLOH88
429	CLMBOH29	834	CNWIOH83	901	WEVLOH88
443	CLMBOH44	835	CNWIOH83	920	CNWIOH83
444	CLMBOH44				

\* Note: For 614-243, only beginning with 614-243-0xxx, 614-243-3xxx, 614-243-5xxx, and 614-243-6xxx

For 614-244, only beginning with 614-244-1xxx, 614-244-2xxx, 614-244-6xxx, and 614-244-7xxx

For 614-248, only beginning with 614-248-4xxx, 614-248-7xxx, and 614-248-8xxx

Zone 2            Area Code        740

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
277	LNC SOH65	654	LNC SOH65	687	LNC SOH65
652	LNC SOH65	681	LNC SOH65	689	LNC SOH65
653	LNC SOH65				

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Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.2 Exchange Areas Served (Cont'd)3.2.1 Local Calling Area – Metropolitan (Cont'd)

OHIO ZONE PRICING IS IN THE METROPOLITAN AREA ONLY.

Zone 2            Area Code        937

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
208	DYTNOH22	320	ZMMNOH42	463	DYTNOH22
220	DYTNOH22	322	SPFDOH32	476	DYTNOH25
221	DYTNOH22	323	SPFDOH32	485	DYTNOH22
222	DYTNOH22	324	SPFDOH32	495	DYTNOH22
223	DYTNOH22	325	SPFDOH32	496	DYTNOH22
224	DYTNOH22	327	SPFDOH32	499	DYTNOH22
225	DYTNOH22	328	SPFDOH32	499	DYTNOH29
226	DYTNOH22	331	DYTNOH22	505	SPFDOH32
227	DYTNOH22	333	DYTNOH22	512	DYTNOH22
228	DYTNOH22	341	DYTNOH22	525	SPFDOH32
229	DYTNOH22	342	SPFDOH39	528	DYTNOH29
233	DYTNOH23	356	DYTNOH22	534	DYTNOH29
234	DYTNOH22	372	XENIOH37	542	DYTNOH22
235	DYTNOH23	374	XENIOH37	562	XENIOH37
236	DYTNOH23	376	XENIOH37	567	DYTNOH27
237	DYTNOH23	384	MMBGOH86	580	DYTNOH22
245	DYTNOH23	390	SPFDOH39	586	DYTNOH22
252	DYTNOH25	395	DYTNOH29	615	PIQUOH77
253	DYTNOH25	396	DYTNOH29	627	DYTNOH22
254	DYTNOH25	399	SPFDOH39	629	SPFDOH39
256	DYTNOH25	415	DYTNOH89	630	DYTNOH22
258	DYTNOH25	426	ZMMNOH42	640	DYTNOH22
259	DYTNOH25	427	ZMMNOH42	641	DYTNOH22
264	DYTNOH89	428	CNTMOH43	643	DYTNOH29
274	DYTNOH27	429	ZMMNOH42	708	XENIOH37
275	DYTNOH27	431	ZMMNOH42	754	FRBNOH87
276	DYTNOH27	432	CNTMOH43	773	PIQUOH77
277	DYTNOH27	433	CNTMOH43	775	FRBNOH87
278	DYTNOH27	434	CNTMOH43	778	PIQUOH77
279	DYTNOH27	435	CNTMOH43	781	DYTNOH25
285	DYTNOH22	436	CNTMOH43	824	DYTNOH22

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Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.2 Exchange Areas Served (Cont'd)3.2.1 Local Calling Area – Metropolitan (Cont'd)

OHIO ZONE PRICING IS IN THE METROPOLITAN AREA ONLY.

Zone 2            Area Code        937

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
290	DYTNOH29	438	CNTMOH43	847	MMBGOH86
291	CNTMOH43	439	CNTMOH43	859	MMBGOH86
293	DYTNOH29	443	DYTNOH22	865	MMBGOH86
294	DYTNOH29	445	DYTNOH22	866	MMBGOH86
296	DYTNOH29	449	DYTNOH22	873	FRBNOH87
297	DYTNOH29	454	DYTNOH89	878	FRBNOH87
298	DYTNOH29	455	DYTNOH22	879	FRBNOH87
299	DYTNOH29	457	DYTNOH22	890	DYTNOH89
312	CNTMOH43	461	DYTNOH22	898	DYTNOH89
318	FRBNOH87				

\* Note: For 937-499, only beginning with 937-499-1xxx, 937-499-2xxx, 937-499-5xxx, 937-499-6xxx, 937-499-7xxx, 937-499-8xxx and 937-499-9xxx

Zone 3            Area Code        216

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
201*	BKPKOH26	362	BKPKOH26	813	BKPKOH26
265	BKPKOH26	433	BKPKOH26	898	BKPKOH26
267	BKPKOH26	676	BKPKOH26		

\* Note: For 216-201, only beginning with 216-201-2xxx and 216-201-3xxx

Zone 3            Area Code        330

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
596	ALNCOH82	823	ALNCOH82	829	ALNCOH82
821	ALNCOH82				

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Issued: July 11, 2008

Effective: July 11, 2008

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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.2 Exchange Areas Served (Cont'd)3.2.1 Local Calling Area – Metropolitan (Cont'd)

OHIO ZONE PRICING IS IN THE METROPOLITAN AREA ONLY.

Zone 3            Area Code        440

Exchange	Wire Center Name	Exchange	Wire Center Name	Exchange	Wire Center Name
205	MNTROH25	439	BDFROH23	777	NOLMOH77
232	BDFROH23	526	BCVLOH52	779	NOLMOH77
234	BEREOH23	534	MNTROH25	786	BDFROH23
239	BEREOH23	546	BCVLOH52	801	NOLMOH77
243	BEREOH23	686	NOLMOH77	816	BEREOH23
255	MNTROH25	716	NOLMOH77	826	BEREOH23
260	BEREOH23	717	BCVLOH52	838	BCVLOH52
266	MNTROH25	734	NOLMOH77	891	BEREOH23
297	BEREOH23	735	BDFROH23	895	RKRVOH33
331	RKRVOH33	736	BCVLOH52	962	NOLMOH77
333	RKRVOH33	740	BCVLOH52	974	MNTROH25
356	RKRVOH33	746	BCVLOH52	979	NOLMOH77
409	RKRVOH33				

### 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

#### 3.2.2 Residential Towns and Rural Areas Local Calling Plus Package Areas

First Communication's Plus calling is offered through our Residential Town & Rural Area Local Plus packages only. Town & Rural Area Local Plus packages provide flat rate calling within the customer's local calling area and to certain other exchanges. Since First Communications achieves the Plus calling area by re-rating certain IntraLata calls, First Communications must be the IntraLata and InterLata services provider. All other IntraLata and InterLata calls will be billed per their package selection LD rate.

Calls within the Plus area must be dialed 1+ area code + phone number. Because Local Plus package calls are included in the package price, call detail for these calls will not appear on the customer bill. All other IntraLata and InterLata call detail will appear on the customer's bill.

Calls must be dialed by the customer on a station-to-station basis, one way, sent paid, and without operator assistance. Operator assisted calls will be excluded from the Plus calling and be rated accordingly

The First Communication's Plus Calling areas mirror the Verizon's Favorite Access Flat Rate Calling Areas.

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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.3 Connection Charges3.3.1 General

The Connection Charge is a nonrecurring charge which applies to the ordering, installing, moving, changing, rearranging for furnishing telephone services and facilities. Any one or combination of all elements of the connection charges may apply, depending upon the customer's request.

The customer may request an estimate or a firm bid before ordering installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

3.3.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion.

3.3.3 Service Order Charge

A service Order Charge applies per customer order, for all work or services ordered to be provided at one time, on the same premises, for the same customer.

Non-recurring charge

<u>Maximum</u>	<u>Current</u>	
	<u>Business</u>	<u>Residential</u>
\$90.00	\$60.00	\$35.00

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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.3 Connection Charges (cont'd)3.3.4 Restoral Charge

A Restoral Charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service, as deemed in Section 2 of this Tariff.

Non-recurring charge

	<u>Current</u>	
<u>Maximum</u>	<u>Business</u>	<u>Residential</u>
\$90.00	\$50.00 (I)	\$50.00 (I)

3.3.5 Moves, Adds and Changes

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

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

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

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

Change: Change - including rearrangement or reclassification - of existing service at the same location. A change may include but are not limited to addition or reduction of a phone line, phone features, class of service, PIC/LPIC, change of Billing Name, change in Directory Listing, Phone number change.

Non-recurring charge

		<u>Current</u>	
	<u>Maximum</u>	<u>Business</u>	<u>Residential</u>
Additional line,moves	\$90.00	\$60.00	\$35.00
Account Adjustment charge	\$90.00	\$20.00	\$20.00
Account change charge	\$90.00	\$20.00	\$20.00
Change Telephone Number	\$90.00	\$35.00	\$35.00

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Issued: July 18, 2008

Effective: July 18, 2008

Issued by: Mary Cegelski  
First Communications, LLC  
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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.3 Connection Charges (Cont'd)3.3.6 Premises Visit

## A. Terms and Conditions

A Premises Visit Charge applies per customer order, for all work or services ordered to be provided at one time on the same premises, for the same customer. When more than one visit is required to complete the work as originally ordered, only one Premises Visit Charge applies. A Premises Visit Charge applies to each premises visited for the purpose of removal, reconnection or changing of regulated facilities and to connect a line between different buildings on different premises, whether or not mileage charges are applicable to such lines. A Service Technician Trip charge is applied to each visit over and above the hourly rate.

	<u>Maximum</u>	<u>Non-recurring charge</u>	
		<u>Current</u>	
		<u>Business</u>	<u>Residential</u>
Service Technician Visit Fee	\$100.00	\$70.00	\$70.00
<b>AND</b>			
Quarter Hour Labor Rate (minimum 1 increment)	\$30.00	\$18.00	\$18.00
<b>OR</b>			
Bundled prices instead of Quarter hour rate:			
Cross –connect charges:			
1-5 lines		\$35.00	\$35.00
6-10 lines		\$70.00	\$70.00
10-15 lines		\$105.00	\$105.00
<b>PLUS (if requested)</b>			
Standard installation of inside wire and one jack. Less than 100' of wire, per jack		\$50.00	\$50.00

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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.3 Connection Charges (Cont'd)

3.3.6 Premises Visit (cont'd)

B Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

C Premise Visit and Cross Connect Installation fee

When a Cross Connect (tie down) is required for installation, this charge can be broken into three equal parts and applied to the Customers first 3 invoices.

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.3 Connection Charges (Cont'd)3.3.7 Central Office Line Charge

A Central Office Line Charge applies to arranging (A. line(s) to provide service between the central office and the customer's premises.

	<u>Non-recurring charge</u>	
	<u>Current</u>	
	<u>Maximum</u>	<u>Business</u> <u>Residential</u>
	\$90.00	\$35.00      \$35.00

3.3.8 Primary Interexchange Carrier Change Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

	<u>Non-recurring charge</u>	
	<u>Current</u>	
	<u>Maximum</u>	<u>Business</u> <u>Residential</u>
Manual change	\$5.50	\$2.75      \$2.75
Electronic	\$1.25	\$0.53      \$0.53

3.3.9 Remote Call Forwarding Service

RCF is a service feature whereby all calls placed to an RCF customer's telephone number (the call forwarding location) are automatically forwarded by Company central office equipment to a designated terminating station of such RCF customer which is located in an exchange area of the Company or another telephone company. RCF is subject to the following regulations:

- 1) RCF service will be provided on any exchange service which can be direct inward dialed except semi-public and public telephone service;
- 2) The service is offered from central offices where the Company has arranged the facilities for RCF and is furnished subject to the availability of facilities;
- 3) One primary directory listing, as appropriate, will be provided without charge for the exchange in which the RCF central office is located;
- 4) Since the grade of transmission on calls which are remotely forwarded may vary, depending upon the location of the calling party in relation to the terminating station, the Company cannot guarantee transmission on forwarded calls;

Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.3 Connection Charges (Cont'd)3.3.9 Remote Call Forwarding Service (cont'd)

- 5) Each RCF feature allows for forwarding one call at a given time. An additional feature is necessary for each additional call to be forwarded simultaneously. The customer must subscribe to sufficient RCF features and facilities at the terminating station to adequately handle calls without impairing, disrupting or deteriorating services offered by the Company. In the event that the use of RCF causes such impairment, disruption or deterioration, the Company shall have the right to discontinue forthwith such service without prior notification to the customer; and
- 6) The Company will not provide identification of the originating telephone number to an RCF customer.
- 7) The customer, not the calling party, is responsible for any toll calls of the forwarding leg if the terminating station is outside of the local calling area.

Monthly recurring charge

	<u>Business</u>	<u>Residential</u>
Zones 1, 2 and 3	*	\$20.45 plus \$.08 per call

Non-recurring charge

	<u>Business</u>	<u>Residential</u>
Zones 1, 2 and 3 Includes service order charge	*	\$56.25

3.3.10 Vanity Phone Number

Customers may request a specific phone number that they currently do not have. This can occur when new service is provided or when changing the phone number on existing service. Additional blocks of numbers will not be obtained from NANPA (North America Numbering Plan Administration) to fulfill a request for a Vanity Number.

	<u>Non-recurring charge</u>
	<u>Business</u> <u>Residential</u>
	*      \$40.00

\* Detariffed features available to business customers are located in the Company's Pricing Guide



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### 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

#### 3.4 Business Network Switched Services

##### A. General

Business Network Switched Services provide business customers with a connection to the Company's switching network which enables the customer to:

- 1) Receive calls from other stations on the public switched telephone network;
- 2) Access the Company's local calling service;
- 3) Access the Company's local service; and
- 4) Access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10 XXX).

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

Connection charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Tariff.

##### B. Service Descriptions and Rates

The following Business Access Service Options are offered:

Basic Business Line Service

Basic Business Line Service is offered with message rate local service.

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### 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

#### 3.4 Business Network Switched Services (Cont'd)

##### 3.4.1 Basic Business Line Service

###### A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a on usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual tone Multi Frequency (DTMF).
Directionality:	Two-Way, In-Only or Out-Only, at the option of the customer

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3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.4 Business Network Switched Services (Cont'd)3.4.1 Basic Business Line Service (cont'd)

## B. Message Rate Basic Business Line Service

## 1) Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 8.

## C. Recurring and Nonrecurring Charges

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of call during the billing period.

	<u>Maximum</u>	<u>Current</u>
Basic Business Line Service with Touch Tone (Single Line Access Area D)	\$30.00	\$20.48
Basic Business Line Service with Touch Tone (Multi-Line with Hunting Access Area D)	\$ 30.00	\$23.81

3.5 Network Access Charges

- Metropolitan Areas		
Business	\$6.50	(I)
Residential	\$6.50	(I)
- Towns and Rural		
Residential and Single Line Business	\$11.19	

#### 4. SUPPLEMENTAL SERVICES

##### 4.1 Custom Calling Service

###### 4.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases. Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature.

###### 4.1.2 Description of Features

Features may not be available in all areas.

- A. Three Way Calling/Call Hold - The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switch-hook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call. When more than one of the parties so connected is outside the local service area of the customer establishing the call, the Company can not guarantee transmission.

4. SUPPLEMENTAL SERVICES (Cont'd)4.1 Custom Calling Service (cont'd)4.1.2 Description of Features (cont'd)

- B. Call Forwarding - Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer pre-designated number when the called number is busy.

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

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

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

4. SUPPLEMENTAL SERVICES (Cont'd)4.1 Custom Calling Service (cont'd)4.1.2 Description of Features (cont'd)

- D. Distinctive Ringing/Multi-ring - This feature enables a user to determine who a call is for, before you answer it, by the sound of a distinctive ring. The user is provided with up to two additional telephone numbers on one telephone line. Because two telephone numbers are associated with one telephone line, only one conversation can be conducted at a time.
- E. Multiline Hunting - This feature is a line hunting arrangement that provides sequential or circular search of available numbers within a multiline group.
- F. Speed Dialing - This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit), or thirty numbers with two digits can be selected.
- G. Repeat Dialing - This feature will enable a customer to reach a called party whose number is busy without having to continually redial the telephone number. The busy number will automatically be dialed, for a 30 minute period, until it becomes available. The caller can make and receive calls during the 30 minute period that the busy number is being dialed. The caller will receive a special ring-back when both numbers are freed for use. The feature can also be used to recall a called party after the conversation has been terminated. Sometimes this is known as Auto Call Back or Auto Redial.
- H. Caller ID Blocking - Caller ID Blocking provides telephone customers with the capability to prevent the disclosure of the calling telephone number on calls made to an exchange service equipped with Caller ID and other Advanced Custom Calling services where the calling party number may be disclosed. Caller ID Blocking is available on a per-call basis for semi-public and public customers where facilities permit. Per-call Caller ID Blocking is accomplished by the customer dialing an activation code (\*67 for Touch-Tone or 1167 for rotary dial pulse, prior to placing each call for which blocking is desired.

4. SUPPLEMENTAL SERVICES (Cont'd)4.1 Custom Calling Service (cont'd)4.1.2 Description of Features (cont'd)

- I. Caller ID - There are two available Caller ID features. Caller ID with Number allows the customer to see the number of the inbound caller before the call is answered.. Caller ID with Name displays the listed name and telephone number of the caller. Caller ID with Name must also have Caller ID with Number. Display units are sold separately
- J. Automatic Call Back - The Automatic Call Back feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code, \*69. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

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

The following types of calls cannot be automatically called back:

- 1) Calls to 800 Service numbers;
- 2) Calls to 900 Service numbers;
- 3) Calls preceded by an interexchange carrier access code;
- 4) International Direct Distance Dialed calls;
- 5) Calls to Directory Assistance; and
- 6) Calls to 9-1-1.

4. SUPPLEMENTAL SERVICES (Cont'd)4.1 Custom Calling Service (cont'd)4.1.2 Description of Features (cont'd)

- K. Call Return - The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.
- L. Customer Originated Trace - Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the Company the customer can use this application to combat nuisance calls.
- M. Call Screening - This feature provides the customer with the ability to prevent repeated calls from an unwanted caller whose number may or may not be known. The customer receiving the call need only hang up and immediately dial the Call Screening access code which will deny the caller the ability to ring the customer's telephone. In addition, the customer has the ability to create a list of telephone numbers from which the customer may wish to not receive calls. Calls from these telephone numbers will be sent an appropriate announcement indicating that the call cannot be completed because the customer has activated Call Screening. Sometimes this is known as Call Block



4. SUPPLEMENTAL SERVICES (Cont'd)4.1 Custom Calling Service (cont'd)4.1.2 Description of Features (cont'd)

- N. Sneak-a-Peek – Sneak-A-Peak allows the Customer to see who is behind the Call Waiting beep. It allows a subscriber who is on an existing call to receive caller identification information on a new incoming call. Service may not be available in all areas. The Customer must have a compatible display device, Call Waiting and Caller ID in order for service to work

## Custom Calling Feature Charges – Monthly recurring charges

<u>Feature</u>	<u>Maximum</u>	<u>Metropolitan Area</u>		<u>Town &amp; Rural Area</u>	
		<u>Business</u>	<u>Residential</u>	<u>Business</u>	<u>Residential</u>
Caller ID Numeric Listing	\$8.00	\$ 3.47	\$ 5.97	\$7.00	\$7.00
Call Waiting	\$5.00	\$ 4.97	\$ 4.17	\$2.50	\$2.50
Caller ID Blocking	\$5.00	\$0.99	\$0.99	\$2.00	\$2.00
Caller ID with Name		\$ 3.95	\$ 3.95	\$7.95	\$7.95
Three-Way Calling		*	\$ 5.99	*	\$2.75
Call Forwarding Variable		*	\$ 5.99	*	\$3.00
Call Forwarding Busy		*	\$ 1.99	*	\$0.00
Call Forwarding Busy Line Don't Answer		*	\$0.00	*	\$0.00
Call Forwarding Don't Answer		*	\$ 1.99	*	\$0.00
Cancel Call Waiting		*	N/C	*	N/C
MultiRing 1		*	\$ 3.99	*	\$0.00
MultiRing 2		*	\$ 1.97	*	\$0.00
Multiline Hunting		*	\$10.00	*	
Speed Dialing - 8		*	\$ 4.99	*	\$0.00
Speed Dialing - 30		*	\$ 4.99	*	\$0.00
Repeat Dialing -Unlimited		*	\$ 5.99	*	\$5.00
Automatic Call Back		*	\$ 5.99	*	\$5.00
Call Screening		*	\$5.99		
Sneak-a-Peek (where available)		*	\$1.99		

## Custom Calling Feature Charges – per use Metropolitan and Rural Areas

<u>Usage Based Feature</u>	<u>Per Activation</u>	<u>Monthly Cap</u>
Three-Way Calling	\$1.99	10 occurrences
Call Return	\$1.99	10 occurrences
Repeat Dialing	\$0.97	10 occurrences
Call Trace **	\$2.70 Metropolitan	10 occurrences
	\$4.00 Towns/ Rural	10 occurrences
Priority Call	\$0.50	10 occurrences
Select Forward - per activation	\$0.75	10 occurrences

\* Detariffed features available to business customers are located in the Company's Pricing Guide

\*\* Plus a Case Preparation Charge of \$5.00 for Trace Call in Metropolitan Areas, \$10.00 in Towns and Rural areas.

Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
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4. SUPPLEMENTAL SERVICES (Cont'd)4.2 Busy Verification and Interrupt Service4.2.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

4.2.2 Rate Application

A. A Verification Charge will apply when:

- 1) The operator verifies that the line is busy with a call in progress; or
- 2) The operator verifies that the line is available for incoming calls.

B. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

C. No charge will apply when the calling party advises that the call is from an official public emergency agency.

4.2.3 Rates

<u>Usage Based Feature</u>	<u>Metropolitan Area</u>		<u>Town &amp; Rural Area</u>	
	<u>Business</u>	<u>Residential</u>	<u>Business</u>	<u>Residential</u>
Busy Line Verification	*	\$1.20	*	\$1.59
Busy Line Interrupt	*	\$1.50	*	\$1.99

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

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Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
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4. SUPPLEMENTAL SERVICES (Cont'd)4.3 Directory Assistance Service4.3.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

4.3.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code and/or general information requested from the Directory Assistance operator except as follows:

- 1) Calls from coin telephones, including COCOTS;
- 2) Requests for telephone numbers of non-published service;
- 3) Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit; or
- 4) Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 9 of this Tariff, up to a maximum of 50 requests per month.

4.3.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

<u>Directory Assistance</u>	<u>Metropolitan Area</u>		<u>Town &amp; Rural Area</u>	
	<u>Business</u>	<u>Residential</u>	<u>Business</u>	<u>Residential</u>
Allowance before usage charges apply	*	None	*	None
Direct-Dial - Local DA	*	\$1.50	*	\$0.99
Direct-Dial - National DA	*	\$1.99	*	\$0.99
Operator Dial - Local DA	*	\$0.45	*	\$0.59
Directory Assistance Call Completion	*	\$0.35	*	\$0.99

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#### 4. SUPPLEMENTAL SERVICES (Cont'd)

##### 4.4 Directory Listings

###### General

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.

###### Regulations

- 4.4.1 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.
- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 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.
- 4.4.5 Directory listings are provided in connection with each Customer service as specified herein.
  - 4.4.5.1 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.
  - 4.4.5.2 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.

4. SUPPLEMENTAL SERVICES (Cont'd)4.4 Directory Listings (Cont,d)

- 4.4.5.3 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.
- 4.4.5.4 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.
- 4.4.5.5 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.
- 4.4.5.6 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.
- 4.4.5.7 Bold Directory 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.

Rates

<u>Feature</u>	<u>Maximum</u>	<u>Metropolitan Area</u>		<u>Town &amp; Rural Area</u>	
		<u>Business</u>	<u>Residential</u>	<u>Business</u>	<u>Residential</u>
Primary Listing	N/C	N/C	N/C	N/C	N/C
Non-published Listing		*	\$2.20	*	\$2.20
Additional Listings		*	\$5.00 (I)	*	\$5.00 (I)
Alternate Listing		*	\$1.00	*	\$1.00
Non-Listed Service		*	\$2.20	*	\$2.20
Foreign Listing		*	\$1.00	*	\$1.00
Bold Directory Listing		*	\$1.00	*	\$1.00

Issued: September 5, 2009

Effective: September 5, 2009

Issued by: Mary Cegelski  
First Communications, LLC  
3340 West Market Street  
Akron, Ohio 44333

4. SUPPLEMENTAL SERVICES (Cont'd)4.5 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized third party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station-to-station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

	<u>Business</u>	<u>Residential</u>
Station-to Station	*	\$1.35
Person-to Person	*	\$3.50
Operator Assisted Station to Station Calling Card	*	\$1.50
Automated Station to Station Calling Card	*	\$0.55
Operator Assisted 3 <sup>rd</sup> Party Billed	*	\$1.50

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#### 4. SUPPLEMENTAL SERVICES (Cont'd)

##### 4.6 Blocking Service

###### 4.6.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to customers:

- 1) 900 Blocking - allows the subscriber to block all calls beginning with the 900 and 976 prefixes (i.e., 900-XXX-XXXX) from being placed;
- 2) 900, 976 Blocking - allows the subscriber to block all calls beginning with the 900 and 976 prefixes from being placed; This blocking is required
- 3) Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base;
- 4) Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it;
- 5) Toll Restriction Plus - provides subscribers with Toll Restriction, as described in part 4 of this section; and
- 6) Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

###### 4.6.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

###### 4.6.3 Rates and Charges

- A. Recurring and Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

Nonrecurring Charge, Per Line

900 and 976 Blocking	N/C
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4. SUPPLEMENTAL SERVICES (Cont'd)4.6 Blocking Service (cont'd)4.6.3 Rates and Charges (cont'd)

## A. Recurring and Nonrecurring Charges (cont'd)

	<u>Business</u>	<u>Residential</u>
3 <sup>rd</sup> Number Billed & Collect Call Restriction	*	\$10.00
Toll Restriction	*	\$10.00



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4. SUPPLEMENTAL SERVICES (Cont'd)4.7 Customer Requested Service Suspensions

At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without charge. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
First Month or Partial Month	Regular Monthly Rate (no reduction)
Each Additional Month (up to the one year limit)	Regular Monthly Rate

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**5. RESIDENTIAL BUNDLED PACKAGES****5.1 Residential Packages**

Residential customers may select optional packages offered by the Company which include unlimited local calling and selected features, subject to the terms and conditions established with respect to each package.

An Administrative Fee is applied to First Communications accounts for the administration and facilitation of maintaining the physical assets required to provide service to our customers, which include but are not limited to invoicing, service support systems, facilities management and network operations.

The Administrative Fee is a monthly recurring charge per account of \$5.00 for residential customers and only applies to Tier 2 Service package plans.

Packages can only be purchased in conjunction with unregulated and/or detariffed services

**5.1.1 Optional Residential Packages – Metropolitan Areas**

<b>Optional Package</b>	<b>Plan Name</b>	<b>Includes</b>
A	FirstLocal Basic with Call Waiting	Unlimited Local Calling Call Waiting Unlimited Three Way Calling
	GRANDFATHERED 10/15/04	Call Forwarding Variable Unlimited Automatic Call back *69 900/976 Blocking Touchtone
B	FirstLocal Basic with Caller ID	Unlimited Local Calling Caller ID with Name Caller ID with Number Unlimited Three Way Calling
	GRANDFATHERED 10/15/04	Call Forwarding Variable Unlimited Automatic Call back *69 900/976 Blocking Touchtone
C	FirstLocal Basic with 60 free minutes	Unlimited Local Calling 60 Minutes Domestic Long Distance Unlimited Automatic Call back *69
	GRANDFATHERED	900/976 Blocking Touchtone

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## 5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)

### 5.1 Residential Packages (cont'd)

#### 5.1.1 Optional Residential Packages – Metropolitan Areas (cont'd)

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Optional Package</b>	<b>Plan Name</b>	<b>Includes</b>
D	FirstLocal Connect	Unlimited Local Calling 90 Minutes Domestic Long Distance Caller ID with Name Caller ID with Number Call Waiting Unlimited Three Way Calling Call Forwarding Variable LineProtect Unlimited Automatic Call back *69 900/976 Blocking Touchtone Sneak-a-Peek (where available)
	GRANDFATHERED 10/15/04	
E	First Local Complete	Unlimited Local Calling 250 Minutes Domestic Long Distance Caller ID with Name Caller ID with Number Call Waiting Unlimited Three Way Calling Call Forwarding Variable Personal Toll Free Number Unlimited Automatic Call back *69 Sneak-a-Peek (where available) Touchtone 900-976 Blocking
	GRANDFATHERED 10/15/04	
F	FirstLocal Advantage  GRANDFATHERED 10/15/04	Unlimited Local Calling 120 Minutes Domestic Long Distance Caller ID with Name Caller ID with Number Call Waiting Unlimited Three Way Calling Call Forwarding Variable Call Forward – busy line transfer Call Forward – Don't answer Personal Toll Free Number LineProtect SmartMail Voice Mail (1 box) Unlimited Automatic Call back *69 Speed dialing 8 900/976 Blocking Touchtone Sneak-a-Peek (where available)

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Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
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5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)5.1 Residential Packages (cont'd)5.1.1 Optional Residential Packages – Metropolitan Areas (cont'd)

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Optional Package</b>	<b>Plan Name</b>	<b>Includes</b>
G	Dialers' Deluxe  GRANDFATHERED 10/15/04	Unlimited Local Calling ** 300 Minutes Domestic Long Distance Includes Second Telephone Line Speed Dialing 30 Unlimited Automatic Call back *69 ** Caller ID with Name and Number Call Waiting Unlimited Three Way Calling Call Forward Variable Repeat Dialing Personal Toll Free Number Call Forwarding Sneak-a-Peek (where available) Touchtone** 900/976 Blocking** <b>Second Line:</b> Includes feature with **, above.
H	FirstLocal.net Connect  GRANDFATHERED 10/15/04	Unlimited Local Calling 90 Minutes of Domestic Long Distance Call Waiting Caller ID with Name and Number Unlimited Three Way Calling Call Forwarding Variable LineProtect 900/976 Blocking Touchtone Sneak-a-Peek (where available) FirstLocal.net Internet Service* Unlimited Automatic Call back *69
I	FirstLocal Freedom  GRANDFATHERED 10/15/04	Unlimited Local Calling Unlimited Domestic Long Distance Call Waiting Unlimited Three-Way Calling Caller ID with Name Caller ID with Number Call Forwarding Variable LineProtect* 900/976 Blocking Touchtone Sneak-a-peek (where available) Unlimited Automatic Call back *69

\*\* Included on Second Line for Dialers' Deluxe Package.

Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
First Communications, LLC  
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5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)5.1 Residential Packages (cont'd)5.1.1 Optional Residential Packages – Metropolitan Areas (cont'd)

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Optional Package</b>	<b>Plan Name</b>	<b>Includes</b>
J-1	FirstLocal.net Freedom  GRANDFATHERED 10/15/04	Unlimited Local Calling Unlimited Domestic Long Distance Call Waiting Caller ID with Name and Number Unlimited Three Way Calling Call Forwarding Variable LineProtect 900/976 Blocking Touchtone Sneak-a-Peek (where available) FirstLocal.net Internet Service Unlimited Automatic Call back *69

5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)5.1 Residential Packages (cont'd)5.1.1 Optional Residential Packages – Metropolitan Areas (cont'd)

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Optional Package</b>	<b>Plan Name</b>	<b>Includes</b>
J	Keep it Simple with Call Waiting GRANDFATHERED	Unlimited Local Calling Call Waiting 900/976 Blocking Touch Tone
K	Keep it Simple with Caller ID GRANDFATHERED	Unlimited Local Calling Caller ID with Name Caller ID with Number 900-976 Blocking Touch Tone
L	Your Favorite with 90 minutes of Free Long Distance GRANDFATHERED	Unlimited Local Calling 90 Minutes Domestic Long Distance Caller ID with Name Caller ID with Number Call Waiting 900/976 Blocking Touchtone
M	Your Favorite with LineProtect GRANDFATHERED	Unlimited Local Calling Caller ID with Name Caller ID with Number Call Waiting 900/976 Blocking Touchtone LineProtect
N	Your Freedom GRANDFATHERED	Unlimited Local Calls Unlimited Long Distance Caller ID with Name Caller ID with Number Call Waiting 900/976 Blocking Touch Tone Line Protect
O	Your Favorite .net with 90 minutes of Free Long Distance GRANDFATHERED	Unlimited Local Calling 90 Minutes Domestic Long Distance Caller ID with Name Caller ID with Number Call Waiting 900/976 Blocking Touchtone FirstLocal.net Internet Service

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Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
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## 5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)

### 5.1 Residential Packages (cont'd)

#### 5.1.1 Optional Residential Packages – Metropolitan Areas (cont'd)

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Optional Package</b>	<b>Plan Name</b>	<b>Includes</b>
P	Your Favorite.net with LineProtect  GRANDFATHERED 3/4/05	Unlimited Local Calling Caller ID with Name Caller ID with Number Call Waiting 900/976 Blocking Touchtone LineProtect FirstLocal.net Internet Service
Q	Your Freedom.net  GRANDFATHERED 3/4/05	Unlimited Local Calls Unlimited Long Distance Caller ID with Name Caller ID with Number Call Waiting 900/976 Blocking Touch Tone Line Protect FirstLocal.net Internet Service
R	FirstBasic with 60 minutes of LD  Grandfathered 8/18/06	Unlimited Local Calling 900/976 Blocking Touch Tone 60 minutes of Domestic Long Distance
S	FirstBasic with Call Waiting  Grandfathered 8/18/06	Unlimited Local Calling Call Waiting 900/976 Blocking Touch Tone
T	FirstConnect  GRANDFATHERED 9/30/05	Unlimited Local Calling 900/976 Blocking Touch Tone Call Waiting Caller ID with Name and Number
U	FirstFreedom  GRANDFATHERED 9/30/05	Unlimited Local Calls Unlimited Domestic Long Distance900/976 Blocking Touch Tone Call Waiting Caller ID with Name and Number

5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)5.1 Residential Packages (cont'd)5.1.1 Optional Residential Packages – Metropolitan Areas (cont'd)

Packages can only be purchased in conjunction with unregulated and/or detariffed services

Optional Package	Plan Name	Includes	
V	FirstBasic with Caller ID Grandfathered 8/18/06	Unlimited Local Calling Caller ID with Name and Number 900/976 Blocking Touchtone	
W	FirstComplete Grandfathered 8/18/06	Unlimited Local Calls 120 minutes Free Domestic Long Distance* Domestic Long distance* over 120 minutes at \$0.039 per minute Caller ID with Name and Number Call Waiting, 900/976 Blocking, Touch Tone	
X	FirstPremium Grandfathered 8/18/06	Unlimited Local Calling 2,000 minutes Free Domestic Long Distance* Domestic Long distance* over 2,000 minutes at \$0.029 per minute Caller ID with Name and Number Call Waiting, Three Way Calling, Call Forwarding, Automatic Call Back (*69), 900/976 Blocking, Touch Tone	
Y	FirstPremium Plus Grandfathered 8/18/06	Unlimited Local Calling 2,000 minutes Free Domestic Long Distance* Domestic Long distance* over 2,000 minutes at \$0.029 per minute Caller ID with Name and Number Call Waiting, Three Way Calling, Call Forwarding, Repeat Dialing, Speed Call 8, Call Screening, Call Forward Busy, Call Forward Don't Answer, Automatic Call Back (*69), 900/976 Blocking, Touch Tone	
Z	FirstLine with 60 Free LD Minutes Grandfathered	Unlimited Local Calling 60 minutes of Domestic Long Distance* 900/976 Blocking Touch Tone	(T)

Issued: March 2, 2009

Effective: March 2, 2009

Issued by: Mary Cegelski  
First Communications, LLC  
3340 West Market Street  
Akron, Ohio 44333



5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)5.1 Residential Packages (cont'd)5.1.1 Optional Residential Packages – Metropolitan Areas (cont'd)

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Optional Package</b>	<b>Plan Name</b>	<b>Includes</b>	
a	FirstLine with Call Waiting	Unlimited Local Calling	
	Grandfathered	Call Waiting 900/976 Blocking Touch Tone	(T)
b	FirstLine with Caller ID	Unlimited Local Calling	
	Grandfathered	Caller ID Name and Number 900/976 Blocking Touch Tone	(T)
c	FirstLine Connect	Unlimited Local Calling	
	Grandfathered	90 minutes Free Domestic Long Distance* Caller ID with Name and Number Call Waiting, Three Way Calling, Call Forwarding, Automatic Call Back (*69), 900/976 Blocking, Touch Tone	(T)
d	FirstLine Freedom	Unlimited Local Calls	
	Grandfathered	Unlimited Domestic Long Distance* Caller ID with Name and Number Call Waiting, Three Way Calling, Call Forwarding, Automatic Call Back (*69), 900/976 Blocking, Touch Tone	(T)
e	FirstLocal with FirstDigital	FirstLocal: One FirstLocal line with Unlimited local calling, Long Distance at \$0.039 per minute. Call Forward Variable , 900-976 Blocking, Touch Tone,	
	Grandfathered	<b>PLUS</b> FirstDigital: One FirstDigital Service with Unlimited Local and Long Distance Calling, Unlimited In-Network Calling, Basic Voice Mail, Choice of Select Features (below). 900-976 Blocking	(T)

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Issued: March 2, 2009

Effective: March 2, 2009

Issued by: Mary Cegelski  
First Communications, LLC  
3340 West Market Street  
Akron, Ohio 44333

5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)5.1 Residential Packages (cont'd)5.1.1 Optional Residential Packages – Metropolitan Areas (cont'd)

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Optional Package</b>	<b>Plan Name</b>	<b>Includes</b>	
f	Your Right to Choose Grandfathered	Unlimited Local Calling, Automatic Call back *69, 900/976 Blocking, Touch Tone, your choice of <ul style="list-style-type: none"> <li>60 minutes of Domestic Long Distance* with Call Waiting</li> <li>60 minutes of Domestic Long Distance* with Caller ID</li> <li>60 minutes of Domestic Long Distance* with 3 Way Calling</li> </ul> or 120 minutes of Domestic Long Distance	(T)
g	The Most Wanted Grandfathered	Unlimited Local Calling, Automatic Call back *69, Call Waiting, Caller ID Name and Number, 3 Way Calling, Call Forward Variable, 900/976 Blocking, Touch Tone	(T)
h	The Feature Attraction Grandfathered	Unlimited Local Calling, Automatic Call back *69, Call Waiting, Caller ID Name and Number, 3 Way Calling, Call Forward Variable, 900/976 Blocking, Touch Tone	(T)
i	Long Distance Saver Pack Grandfathered	Unlimited Local Calling, Automatic Call back *69, 900-976 Blocking, Touch Tone	(T)
j	Caller ID Saver Pack Grandfathered	Unlimited Local Calling, Automatic Call back *69, Caller ID, 900-976 Blocking, Touch Tone	(T)
k	FirstLocal Choice Grandfathered	Unlimited Local Calling, 250 minutes of Domestic Long Distance*, Automatic Call back *69, Call Waiting, Caller ID Name and Number, 3 Way Calling, Call Forward Variable, 900/976 Blocking, Touch Tone	(T)

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Issued: March 2, 2009

Effective: March 2, 2009

Issued by: Mary Cegelski  
First Communications, LLC  
3340 West Market Street  
Akron, Ohio 44333

5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)5.1 Residential Packages (cont'd)5.1.1 Optional Residential Packages – Metropolitan Areas (cont'd)

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Residential Packages</b>	<b>Includes</b>	
FirstVoice with 60 Free Minutes Grandfathered	Unlimited Local Calling, 60 Free minutes of Domestic Long Distance*, Domestic Long Distance*, Touchtone, 900-976 Blocking	(T)
FirstVoice with Call Waiting Grandfathered	Unlimited Local Calling, Call Waiting, Long Distance Rate is \$.039 per minute, Touchtone, 900-976 Blocking	(T)
FirstVoice with Caller ID Grandfathered	Unlimited Local Calling, Caller ID with name and number, Long Distance, Touchtone, 900-976 Blocking	(T)
FirstVoice Connect Grandfathered	Unlimited Local Calling, 90 Free minutes of Domestic Long Distance, Domestic Long Distance, Caller ID with name and number, Call Waiting, Call Forwarding, Automatic Call Back (*69), Three Way Calling, Touchtone, 900-976 Blocking	(T)
FirstVoice Freedom Grandfathered	Unlimited Local Calling, Unlimited Domestic Long Distance Calling, Caller ID with name and number, Call Waiting, Call Forwarding, Automatic Call Back (*69), Three Way Calling, Touchtone, 900-976 Blocking	(T)

5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)5.1 Residential Packages (cont'd)5.1.1 Optional Residential Packages – Metropolitan Areas (cont'd)

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Residential Packages</b>	<b>Includes</b>
FirstTalk with 60 Minutes of LD*	Unlimited local calling, 60 free minutes of long distance* calling, Touchtone, 900/976 Blocking..
FirstTalk with Call Waiting	Unlimited local calling, Call Waiting, Touchtone, 900/976 Blocking.
FirstTalk with Caller ID	Unlimited local calling, Caller ID with Name and Number, Touchtone, 900/976 Blocking.
FirstTalk Connect	Unlimited local calling, 90 free minutes of long distance*calling, Caller ID with Name and Number, Call Forwarding, Call Waiting, Three Way Calling, Automatic Callback (*69), Touchtone, 900/976 Blocking.
FirstTalk Freedom	Unlimited local and long distance* calling, Caller ID with Name and Number, Call Forwarding, Call Waiting, Three Way Calling and Automatic Callback (*69), Touchtone, 900/976 Blocking.

5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)5.1 Residential Packages (cont'd)5.1.2 Optional Residential Packages – Towns and Rural Areas

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Optional Package</b>	<b>Plan Name</b>	<b>Includes</b>
1	FirstChoice with 60 free minutes  Grandfathered 7/27/07	Unlimited Local Calling 60 Minutes of Domestic Long Distance 900/976 Blocking Touchtone
2	FirstChoice with Caller ID  Grandfathered 7/27/07	Unlimited Local Calling 60 Minutes of Domestic Long Distance 900/976 Blocking Touchtone Caller ID with Name and Number Three Way Calling Call Forwarding
3	FirstLocal Select  Grandfathered 7/27/07	Unlimited Local Calling 120 Minutes of Domestic Long Distance 900/976 Blocking Touchtone Call Waiting Caller ID Name and Number Three way Calling Call Forwarding

5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)5.1 Residential Packages (cont'd)5.1.2 Optional Residential Packages – Towns and Rural Areas (cont'd)

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Optional Package</b>	<b>Plan Name</b>	<b>Includes</b>
4	FirstLocal Liberty	Unlimited Local Calling Unlimited Domestic Long Distance 900/976 Blocking
	Grandfathered 7/27/07	Touchtone Call Waiting Caller ID Name and Number Three way Calling Call Forwarding Line Protect
5	FirstChoice With Call Waiting	Unlimited Local Calling 60 Minutes of Domestic Long Distance 900/976 Blocking
	Grandfathered 7/27/07	Touchtone Call Waiting , Three Way Calling Call Forwarding
6	First Choice Plus with 60 free minutes	Unlimited Local Calling Extended Local Calling 60 minutes of Domestic Long Distance 900/976 Blocking
	Grandfathered 7/27/07	Touch Tone Automatic Call Back
7	FirstChoice Plus	Unlimited Local Calling Extended Local Calling 60 minutes of Domestic Long Distance 900/976 Blocking, Touch Tone
	Grandfathered 7/27/07	Three Way Calling Call Forwarding YOUR CHOICE of either Caller ID Name and Number OR Call Waiting
8	FirstLocal Select Plus	Unlimited Local Calling Extended Local Calling 120 minutes of Domestic Long Distance 900/976 Blocking, Touch Tone
	Grandfathered 7/27/07	Call Waiting Caller ID with Name and Number Three Way Calling

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Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
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5. RESIDENTIAL BUNDLED PACKAGES (Cont'd)5.1 Residential Packages (cont'd)5.1.2 Optional Residential Packages – Towns and Rural Areas (cont'd)

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Optional Package</b>	<b>Plan Name</b>	<b>Includes</b>
9	FirstDial with 60 Free Minutes	Unlimited Local Calling, 60 Free Minutes of Domestic Long Distance*, Automatic Call Back, 900/976 Blocking,
11	First Dial Plus with 60 Free Minutes	Unlimited Local Calling plus Extended Area calling, 60 Free Minutes of Domestic Long Distance*, Automatic Call Back, 900/976 Blocking, Touchtone
12	FirstDial with Call Waiting	Unlimited Local Calling, 60 Free Minutes of Domestic Long Distance*, Call Waiting, Call Forwarding, Three Way Calling, Automatic Call Back, 900/976 Blocking, Touchtone
13	FirstDial Plus with Call Waiting	Unlimited Local Calling plus Extended Area calling, 60 Free Minutes of Domestic Long Distance*, Call Waiting, Call Forwarding, Three Way Calling, Automatic Call Back, 900/976 Blocking, Touchtone
14	FirstDial with Caller ID	Unlimited Local Calling, 60 Free Minutes of Domestic Long Distance*, Caller ID Name and Number, Call Forwarding, Three Way Calling, Automatic Call Back, 900/976 Blocking, Touchtone
15	FirstDial Plus with Caller ID	Unlimited Local Calling plus Extended Area calling, 60 Free Minutes of Domestic Long Distance*, Caller ID Name and Number, Call Forwarding, Three Way Calling, Automatic Call Back, 900/976 Blocking, Touchtone
16	FirstDial Select	Unlimited Local Calling, 120 Free Minutes of Domestic Long Distance*, Caller ID Name and Number, Call Forwarding, Three Way Calling, Automatic Call Back, Call Waiting, 900/976 Blocking, Touchtone
17	FirstDial Select Plus	Unlimited Local Calling plus Extended Area calling, 120 Free Minutes of Domestic Long Distance*, Caller ID Name and Number, Call Forwarding, Three Way Calling, Automatic Call Back, Call Waiting, 900/976 Blocking, Touchtone Domestic LD* rate after free minutes is \$0.039 per minute
18	FirstDial Freedom	Unlimited Local Calling, Unlimited Domestic Long Distance*, Caller ID Name and Number, Call Forwarding, Three Way Calling, Automatic Call Back, Call Waiting, 900/976 Blocking, Touchtone, Line Protect

Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
First Communications, LLC  
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## 6. GRANDFATHERED SERVICES

### 6.1 Grandfathered Rates for Former Customers of New Access Communications LLC

Plans are only available to former customers of New Access Communications LLC. New Access Communications LLC provided service only to residential customers.

#### Non-recurring charges

##### Service

Service Connection Charge(per line)	\$65.00
-------------------------------------	---------

Subsequent Account Changes (Changes, Additions per order)	\$10.00
--	---------

#### Nonrecurring Charges IntraLATA Presubscription Change Charge

Initial line, trunk, or port	\$5.00
Additional line	\$1.50

#### Nonrecurring Charges InterLATA Presubscription Change Charge

Initial line, trunk, or port	\$5.00
Additional line	\$1.50

Optional Feature Activation(per order)	\$10.00
--	---------

Number Change	\$45.00
---------------	---------

Change of Responsibility	\$25.00
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Move Order	\$50.00
------------	---------

Service Restore	\$50.00
-----------------	---------

Late Payment Charge	\$3.50
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Single Service Fee	\$5.00
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(charged to local only or long distance only customers)



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6. GRANDFATHERED SERVICES (Cont'd)6.1 Grandfathered Rates for Former Customers of New Access Communications LLC (cont'd)Monthly Recurring Charges6.1.1 Switched Network Access Channels

Zone A - Basic Line, Per Line	\$27.25
Zone B - Basic Line, Per Line	\$27.25
Zone C - Basic Line, Per Line	\$27.25
Zone D - Basic Line, Per Line	\$27.25

## 6. GRANDFATHERED SERVICES (Cont'd)

6.1 Grandfathered Rates for Former Customers of New Access Communications LLC (cont'd)6.1.2 Monthly Recurring Charges

End User Common Line Charge(Primary Line)	\$6.50	WireWorks - Multiple Line	\$6.95
Federal User Service Fee	\$0.35	WireWorks - Single Line	\$4.95
Federal User Common Line Charge (Multi-Line)	\$5.41	Caller ID with Name	\$1.95
End User Common Line Charge(Non-Primary Line)	\$6.50	New Access Local Service	\$5.00
Additional Listing - Business Line	\$5.00 (I)	New Access Long Distance	\$5.00
Multi Ring - 1st Dependent Number	\$4.00	Add'l Call Offering (CSV/CSD)	\$2.50
Multi Ring - 2nd Dependent Number	\$2.00	Semi-Private Listing	\$1.10
Customer Control Busy Line Transfer Feature	\$1.00	Caller ID with Name	\$1.95
Customer Control Alternate Answer Feature	\$1.00	Private Listing Service	\$1.10
Three Way Calling	\$4.00	Caller ID	\$6.00
Speed Calling 30	\$4.00	Automatic Callback (*69)	\$4.10
Speed Calling 8	\$4.00	Local Number Portability	\$0.28
Call Forwarding	\$4.00	Repeat Dialing (*66)	\$4.10
Call Waiting	\$4.15	Call Screening	\$4.00
Busy Line Transfer	\$0.60	Intercom Calling	\$2.50
Dont Answer Transfer	\$0.60	Outgoing Call Control	\$7.95
Voice Mail Features Package	\$1.00	Basic Choice Package	\$15.95
Voice Mail Services Package	\$1.00	Call Management Package	\$18.95
Message WaitingTone	\$0.25	VoiceMail	\$7.95
Additional Listing	\$5.00 (I)	Privacy Manager	\$3.95
Toll Restriction	\$3.00	Privacy Manager	\$3.15
Star Code Access	\$0.30	Easy Call	\$1.50
Talking Call Waiting	\$2.50		
Talking Call Waiting	\$2.00		
911 Emergency System	\$0.12		

Issued: September 5, 2009

Effective: September 5, 2009

Issued by: Mary Cegelski  
First Communications, LLC  
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Akron, Ohio 44333

## 6. GRANDFATHERED SERVICES (Cont'd)

6.1 Grandfathered Rates for Former Customers of New Access Communications LLC (cont'd)6.1.3 Residential Packages:

Packages can only be purchased in conjunction with unregulated and/or detariffed services

New Access Universal Package

This package Includes:

Call Waiting (Optional) - Call Forwarding - Three Way Calling - Repeat Dialing (\*66) - Automatic Callback (\*69) - Speed Calling 8 - Caller ID - Caller ID with Name

New Access Platinum Plan

This Package Includes:

Residential Line - Call Waiting - Call Waiting ID / Wait & See - Caller ID Name & Number - 300 Minutes of State-To-State Long Distance Minutes of State-To-State Long Distance

New Access Gold Plan

This Package Includes

Residential Line - Call Waiting - Call Waiting ID / Wait & See - Caller ID Name & Number - 150 Minutes of State-To-State Long Distance

New Access Bronze Plan

This Package Includes:

Residential Line - Call Waiting - 75 Minutes of State-To-State Long Distance

OH Residential Plus Plan

This Package Includes:

Residential Line - 300 Minutes State-To-State Long Distance

OH Residential Plus Plan

This Package Includes:

Residential Line - 300 Minutes State-To-State Long Distance

OH Value Plus Plan

This Package Includes:

Residential Line - Call Waiting - Caller ID - 300 Minutes State-To-State Long Distance

OH Prime Plan

This Package Includes:

Residential Line – Call Waiting/Call Waiting ID Wait & See – Caller ID Number/Caller ID Name – Three Way Calling - \*69 - 150 minutes of instate or state to state long distance

## 6. GRANDFATHERED SERVICES (Cont'd)

6.1 Grandfathered Rates for Former Customers of New Access Communications LLC (cont'd)6.1.4 Message Rate Service - Usage Charges

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

Per Call	\$ .08
Unlimited Calling	\$15.00

6.1.5 Directory Assistance

Each call to Directory Assistance will be charged as follows:

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

6.1.6 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

6.1.7 Directory Listings

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

---

6. GRANDFATHERED SERVICES (Cont'd)6.1 Grandfathered Rates for Former Customers of New Access Communications LLC (cont'd)

## 6.1.8 Pay per use charges

The following charges are assessed per feature activation by the customer.

Automatic call back	\$1.25
Automatic Recall (*66)	\$1.00
Call Trace	\$1.25
Directory Assistance Call Completion	\$0.35
Interrupt Service Charge	\$7.00
Last Call Return (*69)	\$1.25
LOCAL Calling Card	\$0.00
LOCAL Coin	\$0.00
LOCAL Collect Call	\$2.52
LOCAL Collect Call – INMATE	\$2.52
Local Directory Assistance	\$0.75
LOCAL Reverse Billing	\$0.00
LOCAL Third Party Call	\$2.10
Measured Local Service	\$0.00
Name and Number Delivery	\$1.00
National 411 Directory Assistance	\$1.49
National Directory Assistance	\$1.99
Reverse Directory Assistance	\$1.10
Three Way Calling	\$1.10
Verify Service Charge	\$2.65

## 6. GRANDFATHERED SERVICES (Cont'd)

6.2 Grandfathered Rates for Former Customers of Stonebridge Communications LLCResidential Rates

USOC	USOC Description	Monthly Charge
1FR	Residence Line	\$25.11
9LM	Federal Access Charge	\$6.50
9PZLX	Regulatory and Admin Cost Recovery Fee	\$1.95
9ZRM	Federal Access Charge	\$6.50
ESC	Three-Way Calling	\$4.00
ESL	8 Code Speed Calling	\$4.00
ESM	Call Forwarding	\$4.00
ESX	Call Waiting	\$4.15
EV	Call Forwarding - Busy Line External Forwarding	\$0.00
EVD	Call Forwarding Don't Answer - Intraoffice	\$0.00
N8D	Caller ID with Name	\$1.95
NBA	CALLER ID BLOCK	\$0.50
NLT	Non-Listed Service	\$1.10
NLUZ1	Universal Package (The Works)	\$19.95
NMP	CALLING NAME DISPLAY	\$1.95
NPU	Non-Published Service	\$1.10
NSD	Caller ID Number	\$6.00
NSQ	Last Call Return	\$4.10
NSR	LOCAL NUMBER PORTABILITY	\$0.00
NSS	Continuous Redial	\$4.10
NSY	Call Rejection	\$4.00
PCV6F	THE BASICS CALLING PLAN	*
PKB8N	BASIC VALUE PACKAGE	*
PKBAM	VALUE PLUS PACKAGE	*
RLT	Additional Listing	\$5.00 (I)
SW_01	Inside Wire Protection	\$3.95
SW_02	Inside Wire Protection	\$3.25
SW_07	Inside Wire Protection	\$5.95
UJR	Residence Line - Flat Rate	\$25.11

\* Packages can only be purchased in conjunction with unregulated and/or detariffed services

Issued: September 5, 2009

Effective: September 5, 2009

Issued by: Mary Cegelski  
First Communications, LLC  
3340 West Market Street  
Akron, Ohio 44333

## 6. GRANDFATHERED SERVICES (Cont'd)

6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc.Residential Rates6.3.1 Exchange Access Service6.3.1.1 Basic Exchange Access ServicesA. Standard Network Access Line Rates

	<u>Access Area</u>		
	<u>Area B</u>	<u>Area C</u>	<u>Area D</u>
Residential Single Line, with Touch-Tone	\$9.10	\$9.10	\$9.10
Residential Single Line, without Touch-Tone	\$6.70	\$6.70	\$6.70
Residential Multi-Line, with Touch-Tone	\$24.70	\$26.70	\$26.70
Residential Multi-Line, without Touch-Tone	\$23.70	\$23.70	\$23.70

6.3.1.2 Local Usage ServicesA. Measured Rate ServicesB. Rate Schedule

<u>Band</u>	<u>PEAK</u>		<u>OFF-PEAK</u>	
	<u>Initial Minute</u>	<u>Each Add'l Minute</u>	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
A	\$0.0300	\$0.0075	\$0.0160	\$0.0038
B	\$0.0350	\$0.0110	\$0.0180	\$0.0060
C	\$0.0390	\$0.0156	\$0.0195	\$0.0079

<u>Band</u>	<u>Mileage</u>
A	0 – 11 Miles
B	11.1 – 22 Miles
C	Over 22 Miles

Peak: 8 a.m. to but not including 9 p.m.  
Off-Peak: 9 p.m. to but not including 8 a.m.

Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
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6. GRANDFATHERED SERVICES (Cont'd)6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.2 Local Calling Plus

Measured Rate Service is not required to take advantage of Local Calling Plus. It also is available to message and flat-rate service customers.

Local Calling Plus - Charge ScheduleResidence

Flat rate, per minute

\$0.0225

Flat Rate Service -- Rates and Charges

Flat Rate Service consists of a usage package that includes an unlimited number of local messages.

Usage Package Monthly Rate

Residence Individual

\$10.15



## 6. GRANDFATHERED SERVICES (Cont'd)

6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.3 Residential Plans (cont'd)6.3.3.1 Home Options -- Rates and Charges

Packages can only be purchased in conjunction with unregulated and/or detariffed services

Option I	Zones 1, 2, and 3
Option II	Zones 1, 2, and 3
Option III	Zones 1, 2, and 3
Option IV	Zones 1, 2, and 3
Option V	Zones 1, 2, and 3
Second Line	Zones 1, 2, and 3

Feature

30 Minutes Long Distance Package*	1
60 Minutes Long Distance Package*	2
100 Minutes Long Distance Package*	3
180 Minutes Long Distance Package*	5
Automatic Callback, per Line	1
Call Forwarding	1
Call Screening	1
Call Waiting	1
Caller ID With Name and Number	2
Multi-Ring Service, first number	1
Repeat Dialing, per Line	1
Selective Call Screening	1
Speed Call	1
Three-Way Calling, per Line	1

Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
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6. GRANDFATHERED SERVICES (Cont'd)6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.3 Residential Plans (cont'd)CoreComm Local Plan

Package can only be purchased in conjunction with unregulated and/or detariffed services

A. Monthly Rate

	<u>Monthly Rate</u>
CoreComm Local Plan	
- All Access Areas, first access line	Zone 1, 2, and 3
- All Access Areas, each additional line	Zone 1, 2, and 3

B. Long Distance Service

---

6. GRANDFATHERED SERVICES (Cont'd)6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.3 Residential Plans (cont'd)eChat Service

Package can only be purchased in conjunction with unregulated and/or detariffed services

1. Monthly Rate

- All Access Areas, first line

Monthly Rate

Zone

1, 2, and 3

- All Access Areas, each additional line

Zone

1, 2, and 3

2. Switched Inbound 800/877/888 Long Distance Usage3. Switched Outbound Message Toll Service (MTS) Long Distance4. Miscellaneous Charges

---

6. GRANDFATHERED SERVICES (Cont'd)6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.3 Residential Plans (cont'd)eChat Plus Service

Packages can only be purchased in conjunction with unregulated and/or detariffed services

1. Monthly RateMonthly Rate

- All Access Areas, first line
- All Access Areas, each additional line

Zone  
1, 2, and 3

2. Switched Inbound 800/877/888 Long Distance Usage3. Switched Outbound Message Toll Service (MTS) Long Distance4. Calling Card Service5. Miscellaneous Charges

---

6. GRANDFATHERED SERVICES (Cont'd)6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.4 Residential Bundled ServicesLocal Plus 2

Package can only be purchased in conjunction with unregulated and./or detariffed services

A. Monthly RateMonthly Rate

- |  |             |
|--|-------------|
| - All Access Areas, first line           | Zone        |
| - All Access Areas, each additional line | 1, 2, and 3 |

B. Features Available (choice of two included) \*

Automatic Callback	Call Waiting
Basic Voice Mail	Call Screening
Busy Line Transfer	Multi Ring
Alternate Answer	Repeat Dialing
Caller ID w/ Name	Speed Dialing
Call Forwarding	Three Way Calling

\* Local features are not included in all areas; some restrictions apply.

C. Switched Outbound Message Toll Service (MTS) Long Distance Rates

## 6. GRANDFATHERED SERVICES (Cont'd)

6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.4 Residential Bundled Services (cont'd)Local Plus 5

Packages can only be purchased in conjunction with unregulated and/or detariffed services

A. Monthly Rate

	<b>Monthly Rate</b>				
	<b>Customers Subscribing Prior to 5/1/2003</b>	<b>Customers Subscribing from 5/1/2003 Onward</b>		<b>Strategic Alliance – Discounted Employer Group &amp; Member Association Pricing</b>	
		Option 1 – With CoreComm Long Distance	Option 2 – Without CoreComm Long Distance	Option 1 – With CoreComm Long Distance	Option 2 – Without CoreComm Long Distance
All Access Areas, first line	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3
All Access Areas, each additional line	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3

B. Features Available (choice of five included) \*

Automatic Callback	Call Waiting
Basic Voice Mail	Call Screening
Busy Line Transfer	Multi Ring
Alternate Answer	Repeat Dialing
Caller ID w/ Name	Speed Dialing
Call Forwarding	Three Way Calling

\* Local features are not included in all areas; some restrictions apply.

C. Switched Outbound Message Toll Service (MTS) Long Distance Rates

Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
First Communications, LLC  
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Akron, Ohio 44333

## 6. GRANDFATHERED SERVICES (Cont'd)

6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.4 Residential Bundled Services (cont'd)Unlimited

Packages can only be purchased in conjunction with unregulated and/or detariffed services

A. Monthly Rate

Monthly Rate						
	Customers Subscribing Prior to 5/1/2003	Customers Subscribing from 5/1/2003 to 6/18/2003	Customers Subscribing from 6/18/2003 Onward		Strategic Alliance – Discounted Employer Group & Member Association Pricing	
		No Long Distance Required	Option 1 – With CoreComm Long Distance	Option 2 – Without CoreComm Long Distance	Option 1 – With CoreComm Long Distance	Option 2 – Without CoreComm Long Distance
All Access Areas, first line	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3
All Access Areas, each additional line	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3	Zone 1, 2, and 3

B. Features Available (choice of five included) \*

Automatic Callback  
Basic Voice Mail  
Busy Line Transfer  
Alternate Answer  
Caller ID w/ Name  
Call Forwarding

Call Waiting  
Call Screening  
Multi Ring  
Repeat Dialing  
Speed Dialing  
Three Way Calling

\* Local features are not included in all areas; some restrictions apply.

C. Switched Outbound Message Toll Service (MTS) Long Distance Rates

Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
First Communications, LLC  
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## 6. GRANDFATHERED SERVICES (Cont'd)

6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.4 Residential Bundled Services (cont'd)2-Line Premium Connect

Packages can only be purchased in conjunction with unregulated and/or detariffed services

A. Monthly Rate

	Monthly Rate		
	Customers Subscribing Prior to 5/1/2003	Customers Subscribing from 5/1/2003 Onward	
		Option 1 – With CoreComm Long Distance	Option 2 – Without CoreComm Long Distance
All Access Areas, first line	Zone 1, 2, and 3	Zone 1, 2, and 3	
All Access Areas, additional line	Included	Included	Included

B.. Features Available (choice of five included) \*

Automatic Callback	Call Waiting
Basic Voice Mail	Call Screening
Busy Line Transfer	Multi Ring
Alternate Answer	Repeat Dialing
Caller ID w/ Name	Speed Dialing
Call Forwarding	Three Way Calling

\* Local features are not included in all areas; some restrictions apply.

C. Switched Outbound Message Toll Service (MTS) Long Distance Rates



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6. GRANDFATHERED SERVICES (Cont'd)6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.4 Residential Bundled Services (cont'd)CoreComm Freedom

Packages can only be purchased in conjunction with unregulated and/or detariffed services

A. Monthly RateMonthly Rate

- |  |                     |
|--|---------------------|
| - All Access Areas, first line           | Zone<br>1, 2, and 3 |
| - All Access Areas, each additional line | Zone<br>1, 2, and 3 |

B. Features Available (any of the following) \*

Automatic Callback	Call Waiting
Busy Line Transfer	Call Screening
Alternate Answer	Multi Ring
Caller ID w/ Name	Repeat Dialing
Call Forwarding	Speed Dialing
	Three Way Calling

\* Local features are not included in all areas; some restrictions apply.

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6. GRANDFATHERED SERVICES (Cont'd)6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.4 Residential Bundled Services (cont'd)CoreComm Local Plus

Packages can only be purchased in conjunction with unregulated and/or detariffed services

A. General

CoreComm Local Plus offers Customers a basic exchange access line, unlimited local calling to parties located in the Customer's local usage service area, an 800/877/888 number, Call Waiting and Caller ID with Name for a monthly rate:

	<u>Monthly Rate</u>
- All Access Areas, First Line	Zone 1, 2, and 3
- All Access Areas, Each Add'l Line	Zone 1, 2, and 3

---

6. GRANDFATHERED SERVICES (Cont'd)6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.4 Residential Bundled Services (cont'd)CoreComm Local Plus Five

Packages can only be purchased in conjunction with unregulated and/or detariffed services

General

CoreComm Local Plus Five ("CLPF") offers Customers a basic exchange access line; unlimited local calling to parties located in the Customer's local usage service area Call Waiting, Caller ID with Name, Three Way Calling, Call Forwarding, and Repeat Dialing, and a toll-free number for one monthly rate:

	<u>Monthly Rate</u>
- All Access Areas, First Line	\$29.95
- All Access Areas, Each Add'l Line	\$20.95

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6. GRANDFATHERED SERVICES (Cont'd)6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.4 Residential Bundled Services (cont'd)**Core100**

Packages can only be purchased in conjunction with unregulated and/or detariffed services

A. Monthly Rate

Core100 is a competitive bundled service that offers a basic exchange access line, unlimited calling to parties located in the Customer's local usage service areas A & B and any of the features listed in Section B below for the following single monthly rate to Residential Customers. Core 100 also includes 100 minutes of switched outbound intraLATA and interLATA MTS long distance per month for no additional charge. Usage over 100 minutes a month will be billed at and additional rate

	<u>Monthly Rate</u>
- All Access Areas	Zone 1, 2, and 3

B. Features Available\*

Automatic Callback	Call Waiting
Line Shield	Call Screening
Busy Line Transfer	Multi Ring
Alternate Answer	Repeat Dialing
Caller ID w/ Name	Speed Dialing
Call Forwarding	Three Way Calling

\* Local features are not included in all areas; some restrictions apply

6. GRANDFATHERED SERVICES (Cont'd)

6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)

6.3.5 Optional Exchange Access Enhancement Features

General

Services in this section may be purchased in addition to a Company-provided Exchange Access Service. These features are available only when purchased in combination with a Company-provided Exchange Access Service.

---

6. GRANDFATHERED SERVICES (Cont'd)6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.5 Optional Exchange Access Enhancement Features (cont'd)

	<u>Residence</u>	<u>Business</u>
ALTERNATE ANSWERING	\$0.75	
AUTOMATIC CALL BACK, per line	\$4.00	
per call	\$0.97	
	1 Feature Point	
BUSY LINE TRANSFER	\$0.75	
CALL CONTROL	\$7.95	
CALL FORWARDING - Variable	\$4.00	
	1 Feature Point	
CALL SCREENING	\$4.00	
	1 Feature Point	
CALL TRACE (per activation)	\$3.50	
CALL WAITING	\$4.00	\$5.00
	1 Feature Point	

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6. GRANDFATHERED SERVICES (Cont'd)6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.5 Optional Exchange Access Enhancement Features (cont'd)

	<u>Residence</u>	<u>Business</u>
CALLER ID	\$6.10	\$6.50
CALLER ID WITH NAME	\$8.00 2 Feature Points	
CALLER ID BLOCK		
per line	\$1.00	\$1.00
per use	\$0.00	\$0.00
CUSTOMER CONTROL OPTION	\$1.00	
EASY CALL	\$1.50	
INTERNATIONAL BLOCKING		
Non-recurring, per line and trunk	\$3.50	
MESSAGE WAITING TONE	\$0.25	
MULTI - RING SERVICE		
1st Number	\$4.00	
Feature Points	1 Feature Point	
2d Number	\$2.00	

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6. GRANDFATHERED SERVICES (Cont'd)6.3 Grandfathered Rates for Former Customers of Corecomm Newco, Inc. (cont'd)6.3.5 Optional Exchange Access Enhancement Features (cont'd)

	<u>Residence</u>
NAME AND NUMBER DELIVERY Per Delivered Message	\$0.75
PRIVACY MONITOR, per line	\$5.00 1 Feature Point
REMOTE CALL FORWARDING	N/A
REPEAT DIALING, per line	\$4.00
per call	\$1.50 1 Feature Point
SPEED CALL	\$4.00 1 Feature Point
THREE-WAY CALLING	
Per Line	\$4.00
Per Call	\$1.50 1 Feature Point
WAIT AND SEE	\$0
900 SPECIAL ACCESS CODE BLOCKING	\$0.00
976 PREFIX BLOCKING SERVICE	\$0.00



## 6. GRANDFATHERED SERVICES (Cont'd)

6.4 Grandfathered Rates for Former Customers of Akron Canton Communications

Packages can only be purchased in conjunction with unregulated and/or detariffed services.

## 1) Package Plans

	<u>Local calling</u>	<u>Long Distance*</u>
A. Full Feature Residential	Unlimited	60 minutes
B. Basic Residential	Unlimited	30 minutes
C. Unlimited Residential	Unlimited	Unlimited
D. Basic Business	100 calls	N/A
E. Full-Feature Residential	Unlimited	N/A

\*Long distance minutes are for destinations within the continental U.S.

2) LATA Wide Expanded Local Calling Plan  
(Residential Plans Only)

## 3) Features

The following features are included at no charge with plans A, D, and E above:

Automatic Callback	Call Screening
Call Forward Variable	Call Trace
Calling Number Delivery w/Name	Distinctive Ringing
Call Waiting	Hunting
Call Waiting w/Caller ID	Speed Dialing
Three Way Calling	Repeat Dialing

The following features are offered with plans B and C at additional charge:

Caller ID with Name  
 Call Waiting  
 Repeat Dialing  
 Call Forward  
 Automatic Callback  
 Speed Dialing  
 Three-Way Calling  
 Call Waiting w/Caller ID\*  
 Call Screening  
 Call Trace  
 Privacy Manager  
 CID Block  
 Non-published Number  
 Non-listed Number

\* No charge for Call Waiting w/Caller ID if subscriber has Caller ID with Name and Call Waiting.

Issued: July 18, 2008

Effective: July 18, 2008

Issued by: Mary Cegelski  
 First Communications, LLC  
 3340 West Market Street  
 Akron, Ohio 44333

## 7. SPECIAL SERVICES AND PROGRAMS

### 7.1 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (9-1-1 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

### 7.2 Relay Service

#### 7.2.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designed for both impaired and non-impaired customers to use.

#### 7.2.2 Regulations

- A. Only intrastate calls can be completed using the Relay Service under the terms and conditions of this Tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. the actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Ohio. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

## 7. SPECIAL SERVICES AND PROGRAMS

### 7.2 Relay Service (cont'd)

#### 7.2.2 Regulations (cont'd)

D. The following calls may not be placed through the Relay Service:

- 1) Calls to informational recordings and group bridging service;
- 2) Calls to time or weather recorded messages;
- 3) Station sent paid calls from coin telephones; and
- 4) Operator-handled conference service and other teleconference calls.

#### 7.2.3 Liability

The Company contracts with an outside provider for the provision of this service. the outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of property whatsoever, whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

## 7. SPECIAL SERVICES AND PROGRAMS

### 7.3 Service and Promotional Trials

#### 7.3.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

#### 7.3.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is(are) provided automatically to all eligible customers, except those customer who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

8. PROMOTIONAL OFFERINGS

8.1 FirstVoice Promotion

Beginning August 6, 2007 and ending November 2, 2007, First Communications will offer FirstVoice promotional packages to end users who meet the following criteria:

- End User must be a new customer or a prior customer returning to First Communications service.
- The Service location must be in First Communications Metropolitan area footprint in a limited area defined below.
- Customer discount is based on the service address.

## 8. PROMOTIONAL OFFERINGS

## 8.1 FirstVoice Promotion (Cont)

## 8.1.2 FirstVoice Promotional Residential Packages:

Packages can only be purchased in conjunction with unregulated and/or detariffed services

<b>Residential Packages</b>	<b>Description</b>
FirstVoice with 60 Free Minutes	Unlimited Local Calling, 60 Free minutes of Domestic Long Distance*, Touchtone, 900-976 Blocking,
FirstVoice with Call Waiting	Unlimited Local Calling, Call Waiting, Long Distance, Touchtone, 900-976 Blocking,
FirstVoice with Caller ID	Unlimited Local Calling, Caller ID with name and number, Long Distance*, Touchtone, 900-976 Blocking,
FirstVoice Connect	Unlimited Local Calling, 90 Free minutes of Domestic Long Distance*, Domestic Long Distance*, Caller ID with name and number, Call Waiting, Call Forwarding, Automatic Call Back (*69), Three Way Calling, Touchtone, 900-976 Blocking,
FirstVoice Freedom	Unlimited Local Calling, Unlimited Domestic Long Distance* Calling Caller ID with name and number, Call Waiting, Call Forwarding, Automatic Call Back (*69), Three Way Calling, Touchtone, 900-976 Blocking,

<sup>1</sup> Domestic Long Distance means calls to destinations within the 48 states. Alaska and Hawaii are not included

## 8.1.3 FirstVoice Promotional Discounts - Group One

Group One Wire Centers

BCWDOH46	CLMBOH26	MYHGOH44
CLEVOH25	CLMBOH27	NCTNOH49
CLEVOH42 *	CLMBOH47	PARMOH88
CLEVOH62	CNTNOH45	SECLOH38
CLEVOH64	DBLNOH89	SHHGOH92
CLEVOH74	HLRDOH87	SOLNOH24
CLHGOH32	LKWDOH52	UPAROH45
CLMBOH11 *	MPHGOH66	UPAROH48
CLMBOH23	MSLNOH02	WOTNOH88

\* Note: For 216-201, only those beginning with 216-201-0xxx, 216-201-1xxx, 216-201-4xxx.

For 614-243, only those beginning with 614-243-0xxx, 614-243-1xxx, 614-243-4xxx, 614-243-7xxx, 614-243-8xxx and 614-243-9xxx.

For 614-244, only those beginning with 614-244-0xxx, 614-244-3xxx, 614-244-4xxx, 614-244-5xxx, 614-244-8xxx and 614-244-9xxx.

For 614-248, only those beginning with 614-248-0xxx, 614-248-1xxx, 614-248-2xxx, 614-248-3xxx, 614-248-5xxx, 614-248-6xxx and 614-248-9xxx.

Issued: July 11, 2008

Effective: July 11, 2008

Issued by: Mary Cegelski  
First Communications, LLC  
3340 West Market Street  
Akron, Ohio 44333

## 8. PROMOTIONAL OFFERINGS

## 8.1 FirstVoice Promotion (Cont)

## 8.1.3. FirstVoice Promotional Discounts - Group One (Cont)

Monthly Group One Discounts are as followed:

Residential Discount                      \$7.00

## FirstVoice Promotional Discounts - Group Two

## Group Two Wire Centers

AKRNOH25 *	CVTPOH02	PIQUOH77
AKRNOH72	CYFLOH92	PNVLOH35
AKRNOH78	DYTNOH22 *	POLDOH75
AKRNOH86	DYTNOH25	SPFDOH32
BDMNOH75	DYTNOH27	STOWOH68
BRTNOH74 *	DYTNOH29 *	TLMDOH63
CLEVOH43	DYTNOH89	WEVLOH88 *
CLEVOH63	ECLDOH73	WLGHOH94
CLMBOH25	FRBNOH87	WSLKOH87
CLMBOH29	GVCYOH87	XENIOH37
CLMBOH44	INDPOH52	YNTWOH74
CLMBOH86	KENTOH67	YNTWOH78
CNFDOH02	LNCSOH65	YNTWOH79
CNTMOH43	MMBGOH86	ZMMNOH42
CNWIOH83	NILSOH65	

\* Note: For 330-615, 330-615-9xxx is NOT included..

For 614-243, only those beginning with 614-243-0xxx, 614-243-3xxx, 614-243-5xxx, and 614-243-6xxx

For 614-244, only those beginning with 614-244-1xxx, 614-244-2xxx, 614-244-6xxx, and 614-244-7xxx

For 614-248, only those beginning with 614-248-4xxx, 614-248-7xxx, and 614-248-8xxx

For 937-499, only those beginning with 937-499-1xxx, 937-499-2xxx, 937-499-5xxx, 937-499-6xxx, 937-499-7xxx, 937-499-8xxx and 937- 499-9xxx

Monthly Group Two Discounts are as followed:

Residential Discount                      \$2.00  
Business Discount                          \$2.00

After the first three months of service, the customer's rate will increase to the above pre-discounted package rate.

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## 8. PROMOTIONAL OFFERINGS

- 8.2 Go Paperless Promotion: Beginning February 1, 2010, First Communications is running a 6 month promotion available to all customers who signup for an online billing account. By signing up for online billing, customers automatically receive email notification for new invoices. They can also view past invoices, make payments and review their call detail.

The "Go Paperless Promotion" provides a \$5.00 credit to residential accounts and a \$10.00 credit to commercial accounts to all eligible customers. The credit recurs monthly as long as the customer maintains their online account.



## **EXHIBIT B**

### **Proposed Revised Tariff Pages**

*This Tariff P.U.C.O. Tariff No. 7 cancels and replaces in its entirety  
the Company's P.U.C.O. Tariff No. 6 for  
local exchange services on file with the Commission.*

**LOCAL EXCHANGE SERVICE**  
**FURNISHED BY**  
**FIRST COMMUNICATIONS, LLC**  
**THROUGHOUT THE STATE OF OHIO**

This tariff is in compliance with Rule 4901:1-6, Ohio Administrative Code

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DESCRIPTION OF SERVICE1. Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (9-1-1 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

2. Relay Service2.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designed for both impaired and non-impaired customers to use.

2.2 Regulations

- A. Only intrastate calls can be completed using the Relay Service under the terms and conditions of this Tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Ohio. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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## 2     Relay Service (cont'd)

### 2.2     Regulations (cont'd)

D.     The following calls may not be placed through the Relay Service:

- 1)     Calls to informational recordings and group bridging service;
- 2)     Calls to time or weather recorded messages;
- 3)     Station sent paid calls from coin telephones; and
- 4)     Operator-handled conference service and other teleconference calls.

### 2.3     Liability

The Company contracts with an outside provider for the provision of this service. the outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of property whatsoever, whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

## **EXHIBIT C**

### **Narrative Summarizing Changes**

P.U.C.O. Tariff No. 7 replaces P.U.C.O Tariff No. 6 in its entirety. Applicant does not have any basic local exchange customers and provides only bundled local exchange services. All services with the exception of E-911 and Telephone Relay Service are detariffed in accordance with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD.

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**  
**For Non-BLES Carriers**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**  
(Effective: 01/20/2011)

Company Name First Communications, LLC

Company Address 3340 West Market Street, Akron, OH 44333

Company Web Address [www.firstcomm.com](http://www.firstcomm.com)

Regulatory Contact Person Mary Cegelski Phone (330) 835-2272 Fax (330) 835-2330

Regulatory Contact Person's Email Address [mcegelski@firstcomm.com](mailto:mcegelski@firstcomm.com)

Contact Person for Annual Report Mary Cegelski Phone (330) 835-2272 Fax (330) 835-2330

Consumer Contact Information Mary Cegelski Phone (330) 835-2272 Fax (330) 835-2330

TRF Docket No. 90 - 9217 -TP-TRF

**I. Company Type (Check all applicable):**

☒ Non-BLES CLEC    ☐ IXC    ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

- ☒ Toll services (intrastate)
- ☒ Local Exchange Service (i.e., residential or business bundles)
- ☐ Other (explain) \_\_\_\_\_

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

- ☐ Toll Presubscription
- ☒ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*
- ☐ N-1-1 Service
- ☐ Pole Attachment and Conduit Occupancy
- ☐ Pay Telephone Access Lines
- ☐ Inmate Operator Service
- ☒ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

#### Part IV. – Attestation

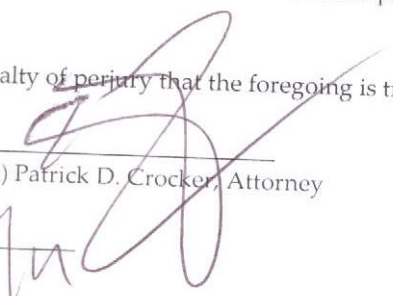
Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

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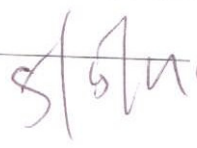
I am an officer/agent of the carrier/telephone company, First Communications, LLC, and am authorized to make statements on its behalf. (Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.

  
(Signature and Title) Patrick D. Crocker, Attorney

(Date)



## **EXHIBIT D and E**

### **Customer Notice and Affidavit**

These Exhibits are not applicable. First Communications has no basic local exchange customers. All services provided to customers are bundled local exchange services. Customers were previously notified of detariffing of these services in accordance with the September 19, 2007 "Implementation Order" in Case No. 06-1345-TP-ORD.



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**5/5/2011 3:24:08 PM**

**in**

**Case No(s). 11-2870-TP-ATA, 90-9217-TP-TRF**

Summary: Application to Detariff Local Exchange Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD electronically filed by Mr. Patrick D. Crocker on behalf of First Communications, LLC