
Competitive Local Exchange Telecommunications Services

**DISTRICT OF COLUMBIA
COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE
TARIFF
FOR
FIRST COMMUNICATIONS, LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by First Communications LLC. This tariff applies to services furnished within the District of Columbia. This tariff is on file with the Public Service Commission and can be viewed at the Commission offices. In addition, this tariff is available for review during normal business hours at the Company's principle place of business, 3340 West Market Street, Akron, Ohio 44333.

Issued:

Effective:

Issued By: Joseph R. Morris
Chief Operating Officer
First Communications, LLC
3340 W. Market Street
Akron, OH 44333

Competitive Local Exchange Telecommunications Services

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CHECK PAGE

The Pages of this Tariff, as listed below, are effective as of the date shown at the bottom of the respective Page(s). Original and revised Pages as named below comprise all changes from the original Tariff and are currently in effect as of the date at the bottom of this page.

Page	Revision	Page	Revision	Page	Revision
1	Original	32	Original	63	Original
2	Original	33	Original	64	Original
3	1 st Revised *	34	Original	65	Original
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EXPLANATION OF SYMBOLS

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

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

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange telecommunications services by First Communications, LLC ("First" or "Company") to Customers within the District of Columbia. Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

The rates and regulations contained in this Tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

This tariff is on file with the District of Columbia Public Service Commission. In addition, this tariff is available for review at the main office of First Communications, LLC at 3340 West Market Street, Akron, Ohio 44333.

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the Tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the District of Columbia Public Service Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. that the District of Columbia Public Service Commission follows in their Tariff approval process, the most current Page number on file with the Commission is not always the Tariff Page in effect. Consult the Check Page for the Page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Pages - When a Tariff filing is made with the District of Columbia Public Service Commission, an updated check Page accompanies the Tariff filing. The check Page lists the Pages contained in the Tariff, with a cross reference to the current revision number. When new Pages are added, the check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Pages). The Tariff user should refer to the latest check Page to find out if a particular Page is the most current on file with the District of Columbia Public Service Commission.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

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

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

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

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

Collocation - An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

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

Company – First Communications, LLC, the issuer of this tariff.

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Competitive Local Exchange Telecommunications Services

SECTION 1- DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

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

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Commission - The District of Columbia Public Service Commission.

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

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

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

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

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Message Toll Service - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

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

MOU - Minutes of Use.

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

PBX – Private Branch Exchange.

PIN – Personal Identification Number.

POP – Point of Presence.

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

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SECTION 1- DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

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

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

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

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 G (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 dialing "10XXX" or "101)00(X" with 1+10-digit number."

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

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

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term Agreement - An agreement between the Company and the Customer for a fixed term of months.

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

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

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

Service is furnished for telecommunications originating and terminating within the District of Columbia under the terms and conditions of this tariff.

The Company offers basic local exchange services through the use of leased facilities and on a resale basis.

Carrier's services are available for use twenty-four hours per day, seven days per week.

2.1.2 Use of Services

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- C. The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- D. The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Terms and Conditions

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

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SECTION 2 — RULES AND REGULATIONS**2.1 Undertaking of the Company (Cont'd)****2.1.4 Terms and Conditions**

- 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 District of Columbia Public Service Commission regardless of its choice of laws provision.
- F. Any other local exchange carrier 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 join the 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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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.5 Limitations on Liability**

- A. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special RULES AND REGULATIONS applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- B. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Limitations on Liability (Cont'd)

- C. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- F. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Limitations on Liability (Cont'd)

- G. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- H. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- I. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- J. The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- K. The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.5 Limitations on Liability (Cont'd)**

- L. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-11".
- M. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.
- N. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Limitations on Liability (Cont'd)

- O. The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a nonpublished number, the Company will, at the customer's request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.6 Notification of Service-Affecting Activities**

- A. 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.
- B. Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff pages.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 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.
- 2.2.3 A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.3 Obligations of the Customer****2.3.1 General**

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

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

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

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

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.4 Applications for Services

2.4.1 A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.4.2 Cancellation of Application for Service

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

2.4.3 Cancellation of Service

The Customer may have service discontinued upon 30 days verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

2.5 Assignment or Transfer

2.5.1 All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.6 Customer Deposits and Advance Payments

2.6.1 Deposits

The Company does not collect Customer deposits.

2.6.2 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. 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. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.7 Taxes and Fees

2.7.1 General

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

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

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.8 Billing and Payment

2.8.1 The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service as provided for in this tariff

2.8.2 Bills are rendered monthly and are due upon receipt of the bill. Payment is considered delinquent 30 days after the bill is rendered.

2.8.3 The Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges. Bills are rendered monthly with local exchange service billed in advance of the month service is rendered. Toll charges are billed in arrears.

2.8.4 Recurring Monthly Charges

- A. Recurring monthly charges will be billed one month in advance of service or in the current month and will reflect the rates in effect as of the date of the invoice.
- B. For the purpose of computing partial month's charges, a month is considered to consist of thirty (30) days.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.8 Billing and Payment, Cont'd.****2.8.5 Late Payment Charge**

If any portion of the payment is not received by the Company within 30 days of receipt of the bill, 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 charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent re-billing of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

2.8.6 Bill Dispute

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

District of Columbia Public Service Commission
2nd Floor, West Tower
1333H Street, NW
Washington, DC 20005

2.8.7 Return Check Charge

A service charge equal to \$25.00 will be assessed for all checks or other payment type submitted by the Customer to the Company and returned or dishonored by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.9 Customer Responsibility

A. Cancellation by Customer

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Discontinuance or Interruption of Service by the Carrier

The company may discontinue service for the following reasons provided in this Section. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

2.10.1 Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.

2.10.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.10.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.10.4 Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Discontinuance or Interruption of Service by the Carrier, (Cont'd.)**

- 2.10.5 Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- 2.10.6 Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- 2.10.7 Without notice in the event of tampering with the equipment or services furnished by the Company.
- 2.10.8 The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate toll free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's toll free Service, with thirty (30) days written notice.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.11 Allowances for Interruptions in Service****2.11.1 General**

A credit allowance will be given when service is interrupted, except as specified in Section 2.11.2 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.

- A. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- B. 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.
- C. 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.11.2 Limitations of Allowances

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

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

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.11 Allowances for Interruption in Service (Cont'd)****2.11.3 Interruptions of 24 Hours or Less**

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

2.11.4 Interruptions Over 24 Hours and Less Than 72 Hours

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

2.11.5 Interruptions Over 72 Hours

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

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

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

2.11.6 Use of Another Means of Communication

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.

2.11.7 Cancellation For Service Interruption

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 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

2.12.1 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 PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company PIN is a unique identifier 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 PIN or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

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

2.12.2 Customer Liability for Fraud and Unauthorized Use of the Network (Cont'd)

- D. The Customer is responsible for payment of all charges for 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.

2.13 Use of Customer's Service by Others

2.13.1 Joint Use Arrangements

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

2.14 Transfers and Assignments

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

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.15 Service Connections and Equipment on Customer's Premises**

- 2.15.1 The Customer or Authorized User shall allow the Company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff
- 2.15.2 The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the RULES AND REGULATIONS contained in this tariff The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.15.3 The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.15.4 Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.15.5 The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.15 Service Connections and Equipment on Customer's Premises, (Cont'd.)**

2.15.6 The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.

2.15.7 The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

2.15.8 The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:

- A. upon termination, interruption or suspension of the service in connection with which the equipment was used; and
- B. for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.15 Service Connections and Equipment on Customer's Premises, (Cont'd.)**

2.15.9 The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. 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. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.15.10 Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.16 Maintenance and Testing**

2.16.1 Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.

2.16.2 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services, equipment, and personnel from harm.

2.17 Nonroutine Installation

At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.18 Contracts**

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date.

2.19 Interconnection of Facilities

SECTION 2.18 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY DISTRICT OF COLUMBIA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

2.19.1 Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the District of Columbia Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.

2.19.2 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.19.3 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.19.4 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those Regulations.

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Competitive Local Exchange Telecommunications Services

SECTION 3 – DESCRIPTION OF SERVICES AND RATES

3.1 General

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.3 of this tariff. Charges may vary by service offering, mileage band, class of call, time of day, day of week, call duration, and/or volume and term commitment.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided 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 communications with its own customers (e.g. NPA 900, NXX 076, etc.)

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities. Services are offered via the Company's facilities (whether owned, leased or under contract⁰ in combination with facilities services provided by other certificated carriers.

Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of the Company to purchase Unbundled Network Elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs), are available. The Company reserves the right to withdraw any service provided pursuant to this tariff or to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) which affect either the availability of facilities or UNEs to the Company, or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by FIRST to modify or withdraw its services at any time.

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.

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SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.2 Call Timing for Usage Sensitive Services

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

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

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

3.3 Distance Calculations

The Company does not offer distance sensitive services.

3.4 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

3.5 Reserved for Future Use

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Competitive Local Exchange Telecommunications Services

SECTION 3 – DESCRIPTION OF SERVICES AND RATES

3.6 Network Exchange Bundled Service

3.6.1 General

The Company offers local exchange only as part of a bundle or package of telecommunications services. All packages include local service, long distance service (interstate and intrastate toll), and selected custom calling features. Voice mail and Internet access' access may be available with some packages at an additional price. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

The Company provides its Network Exchange Bundled Service via the use of the unbundled network elements ("UNEs") of the incumbent local exchange carrier(s) ("ILEC"). The rates for UNEs may vary depending on the ILEC and the UNE "zone" that a particular consumer is located within. These UNE zones (or similarly named designation) are on file with the Commission by the ILEC. Accordingly, the Company may charge different rates for the same service plan depending on which ILEC's UNE zone its consumer is located within. Where the Company offers the same plan at different rates depending on the UNE zone, it shall so designate the distinction in this Tariff. The Company concurs in the UNE zones of the ILEC presently on file with the Commission and in any subsequent modifications.

Recurring charges are billed monthly in advance. Nonrecurring charges are billed on the next month's bill immediately following work performed or service provided by the Company.

Voice mail, Internet access and interstate services are not regulated by the Commission.

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SECTION 3 – DESCRIPTION OF SERVICES AND RATES

3.6 Network Exchange Bundled Service

3.6.1 General (Cont'd)

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

A. Primary Line

The initial local exchange access line per account.

B. Secondary Line

The second or additional local exchange access line, billed to the same address as the Primary Line.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D**3.6 Network Exchange Service, Cont'd.****3.6.3 First Unlimited Plan and Rates**

Package Price for First Unlimited Plan	
Monthly recurring rate in UNE Zones 1 & 2:	\$39.95
Monthly recurring rate in UNE Zone 3:	\$49.95

First Unlimited Service Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Unlimited Domestic direct-dialed Toll Calling within the Continental US²
3. Custom Calling Features Package: Caller ID with Name, Call Waiting, Speed Dial (8), Call Waiting with Caller ID and Name and Anonymous Call Rejection.
4. An optional calling card with an intra- and interstate rate within the Continental US of \$0.05 per minute. Calls made using the optional calling card are not included within the unlimited feature of this plan.
5. Additional calling features may be purchased on an a la carte basis, where available.

² Interstate toll calls to Hawaii and Alaska under this plan are not included.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D**3.6 Network Exchange Service, Cont'd.****3.6.3 First Unlimited Service Plan and Rates (Cont'd)**

This service is for use by residential customers. If it is determined that usage is not consistent with residential voice applications, the company reserves the right to adjust a customer's service plan upon appropriate customer notification. Notification shall be given by mail or email (if authorized by the Customer) no less than thirty (30) days prior to adjustment.

Additionally, if it is determined that usage is not consistent with residential voice applications, Customers' service may be assessed a \$50.00 monthly recurring data usage charge. For the purpose of this service plan, Customer's use of more than 4,000 minutes per month for non-voice applications including, but not limited to Internet access, shall cause the data usage charge to be imposed and the adjustment to the service plan.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D**3.6 Network Exchange Service, Cont'd.****3.6.4 First Choice Service Plan and Rates**

Package Price for First Choice Service Plan

Monthly recurring rate in UNE Zones 1 & 2:	\$28.95
Monthly recurring rate in UNE Zone 3:	\$37.95

First Choice Service Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Direct-dialed intrastate toll calls for \$0.05 per minute.
3. Customer has the option to pay an additional \$5.00 per line per month to receive unlimited direct-dialed intrastate intraLATA toll calls. InterLATA, intrastate toll calls will be billed at \$0.05 the per minute rate.
4. An optional calling card with an inter- and intrastate rate of \$0.05 per minute for calls within the Continental US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
5. Custom Calling Features Package: Caller ID with Name, Call Waiting, Call Waiting with Caller ID and Name and Anonymous Call Rejection.
6. Additional calling features may be purchased on an a la carte basis, where available.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D**3.6 Network Exchange Service, Cont'd.****3.6.4 First Choice Service Plan and Rates (Cont'd)**

This service is for use by residential customers. If it is determined that usage is not consistent with residential voice applications, the company reserves the right to adjust a customer's service plan upon appropriate customer notification. Notification shall be given by mail or email (if authorized by the Customer) no less than thirty (30) days prior to adjustment.

Additionally, if it is determined that usage is not consistent with residential voice applications, Customers' service may be assessed a \$50.00 monthly recurring data usage charge. For the purpose of this service plan, Customer's use of more than 4,000 minutes per month for non-voice applications including, but not limited to Internet access, shall cause the data usage charge to be imposed and the adjustment to the service plan.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D

3.6 Network Exchange Service, Cont'd.

3.6.8 First Additional Line Service Plan

Package Price for First Choice Service Plan

Monthly recurring rate in UNE Zone 1:	\$16.95
Monthly recurring rate in UNE Zone 2:	\$19.95
Monthly recurring rate in UNE Zone 3:	\$33.95

In order to subscribe to this plan, the subscriber must have one or more lines subscribed to First's "Unlimited" or "Choice" plans. In the event the subscriber cancels their "Unlimited" or "Choice" plan(s) so that the only remaining local service plan is their "Additional Line" plan, the "Additional Line" plan will automatically be changed to the plan type that was cancelled, and billed accordingly. If a subscriber has one or more "Unlimited" and "Choice" plans and cancels those plans simultaneously, the "Additional Line" plan will be changed to an "Unlimited" plan.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D

3.7 Local Integrated T-1 Service

3.7.1 General

Local Integrated T-1 Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D

3.7 Local Integrated T-1 Service, Cont'd

3.7.2 Rates

On-Net

Digital T-1 Service

	<u>MRC</u>	<u>NRC</u>
2 year	\$550.00	\$500.00
3 year	\$525.00	\$250.00

PRI T-1 Service

	<u>MRC</u>	<u>NRC</u>
2 year	\$550.00	\$500.00
3 year	\$525.00	\$250.00

Integrated T-1 Service**

	<u>MRC</u>	<u>NRC</u>
2 year	\$550.00	\$500.00
3 year	\$525.00	\$250.00

*Add IP Port Price below to Integrated T-1 Service Price.

Virtual Foreign Exchange (VFX) Service

	<u>MRC</u>	<u>NRC</u>
2 year	\$550.00	\$500.00
3 year	\$525.00	\$250.00

Internet Port Pricing

<u>SPEED</u>	<u>MRC</u>	<u>NRC</u>
64K	\$190.00	\$0.00
128K	\$190.00	\$0.00
192K	\$260.00	\$0.00
256K	\$260.00	\$0.00
384K	\$325.00	\$0.00
512K	\$360.00	\$0.00
640K	\$385.00	\$0.00
768K	\$385.00	\$0.00

Intrastate 1+	\$0.0350	per minute
Intrastate Toll Free	\$0.0600	per minute

* Service is available in the Washington DC market area.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D

3.7 Local Integrated T-1 Service, Cont'd

7.1.3 Miscellaneous Fees

	<u>MRC</u>	<u>NRC</u>
Order Expedite		\$1500.00
Change Order Fee		\$275.00
DeMarc Extension		\$305.00
Block of 20 DIDs	\$7.00	\$7.00
Block of 100 DIDs	\$28.00	\$35.00

Features and Fees include: LNP, PIC-C, EUCL, Equal Access, 900/976 Block, PRI Option, Local Usage, Universal Calling, Extended Calling Area, Caller ID, Call Waiting, Service Access Codes, Standard Directory Listing

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES**4.1 Miscellaneous Charges**

Where available, the Company offers Miscellaneous Services with its Unlimited, Choice and Additional Line plans. Certain miscellaneous services may be ordered or requested by the subscriber for an additional fee. Unless otherwise noted, rates are non-recurring. Not all services are available in all areas.

Service Connection – When a subscriber requests initial connection or establishment of telephone service (Primary Line) and/or a second or additional line when the second or additional line is ordered simultaneously with the initial connection for service (Secondary Line).

Migration – Transfer of existing service from one local service provider to another.

Move Order – There are two types of Move Orders: Outside Move - Moving service from one location to another requiring a continuation of service at the new location; and Inside Move - Moving service to a different premise within the same address such as a move to a different apartment.

Transfer of Calls – Interception and referral of incoming calls to any telephone number.

Change of Telephone Numbers – When a subscriber retains service at the same location, but changes his telephone number.

Feature Add – When a subscriber customer requests a change, adding or removing a feature.

Delete a Feature – When a subscriber requests deletes of a presently received calling feature. Rates for this Service will vary, depending on whether the feature requested to be deleted is included in the caller's service package or not.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**4.2 Miscellaneous Charges**

Move Plan – When a subscriber switches from one plan (i.e., Unlimited, Choice or Additional Line) to another. Rates for this Service will vary, depending on the original plan and new plan.

Disconnect Line – When a subscriber requests disconnection of one or more telephone lines.

Suspend Line - Upon the request of the customer, service may be temporarily suspended. Neither outward nor inward calling is provided during the period of suspension.

Change Parameter Within Feature (FID) –Changing one or more attributes of a feature such as the ring cycle, call forwarding busy telephone number, call forwarding don't answer telephone number, etc.

Blocking Charge (Add or Delete) – Service request processing fee to add, change, or delete a blocking feature.

Supplemental Orders – Updates to an original service request to modify, change the due date, or cancel the request.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**4.2 Miscellaneous Charges**

Keep Same Number/New Location - When a subscriber retains service and telephone number, but changes location. Rates will vary for secondary/additional lines.

New Location/New Number - When a subscriber retains service but moves to a new location and switches telephone number.

Request Call Detail Report - When a subscriber requests local call detail for a given month.

Add/Delete PIC Freeze - When a subscriber adds or deletes a PIC Freeze, thus preventing his or her service from being switched without undergoing applicable PIC Freeze requirements.

Technician Dispatch - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, 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. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

Vanity Number - A Customer requests a specific telephone number.

Duplicate Invoice - A Customer requests an additional copy of a current bill or invoice.

Toll Restriction - At the Customer's request, the Company will restrict an individual residence or business line, from access to the interexchange carrier toll network, where facilities permit. The nonrecurring charge will apply to each line at the time of restriction. A nonrecurring Toll Service Restoral Charge will apply to each line when the customer requests that toll service be restored.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**4.2 Miscellaneous Charges****4.2.1 Rates**

Service Connection Charge	\$69.00 (Primary Line)*
without installation visit	\$55.00 (each additional line)*
Service Connection Charge with installation visit	\$97.50
Migration	No charge
Move Order	TBD
Transfer of Calls	TBD
Change of Telephone Numbers	TBD
Feature Add	\$4.95
Delete a Feature (Included in Package)	No charge
Delete a Feature (Not Included in Package)	\$4.95
Move (from Any Plan to Unlimited Plan)	No charge
Move (from Unlimited Plan to Any Other Plan)	\$4.95
Disconnect Line	No charge
Suspend Line (Voluntary or Involuntary)	No charge
Change Parameter Within Feature (FID)	\$1.50 per request
Blocking Change (Add or Delete)	\$4.95
Supplemental Orders	No Charge
Keep Same Phone Number – New Location	\$19.99 (Primary Line) \$4.95 (each additional line)
New Location/New Number	\$69.00 (Primary Line) \$55.00 (each additional line) \$10.00
Request Call Detail Report	TBD
Add/Delete PIC Freeze	TBD
Repair Charge with Technician	TBD
Dispatch Vanity Number	No Charge
Duplicate Invoice	TBD
Toll Restriction	

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, CONT'D.**4.3 Restoration of Service**

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

	<u>Residence</u>	<u>Business</u>
Restoration after temporary denial, but prior to completion of order to discontinue service	\$29.99	\$49.99

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, CONT'D.**4.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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

Rate Per Call: \$0.50

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, CONT'D.**4.5 Optional Calling Features**

The features in this section may be provided as part of a service package or purchased *a la carte* by the subscriber, subject to availability. Where a feature may not be available for inclusion in a Service Plan, the Company reserves the right to substitute an alternative feature at its discretion.

4.5.1 Feature Descriptions

Anonymous Call Rejection (ACR) - Anonymous Call Rejection (ACR) allows a customer to reject calls from callers who have blocked the display of their telephone numbers from a Caller ID device. ACR discourages anonymous calls, since callers must allow their numbers to be displayed in order to reach you.

When a customer activates Anonymous Call Rejection, callers who have blocked the display of their numbers will hear an announcement telling them that the Customer are not accepting blocked calls. They will be instructed to hang up, unblock their number and dial again if they wish to reach you.

A customer will hear a confirmation announcement whenever the Customer activate or deactivate the Anonymous Call Rejection feature.

Call Block - Provides ability to block up to a certain number of calls (telephone numbers) from reaching the subscriber.

Call Forwarding Variable - 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.

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, CONT'D.**4.5 Optional Calling Features (Cont'd)****4.5.1 Feature Descriptions (Cont'd)**

Call Return - Call return stores the number of the most recent incoming call (including unanswered calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered telephone calls.

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.

Call Waiting Deluxe – provides the Customer with Call Waiting, Caller Id and Call Waiting Id.

Caller ID - allows a Customer to see a caller's number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

Caller ID with Name - allows a Customer to see a caller's name previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

Deny Call Trace - Prevents the use of the Call Trace (*57) per use feature for Trap and Trace.

Deny Repeat Call - Prevents the use of the Repeat Call (*66) per use feature.

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, CONT'D.**4.5 Optional Calling Features (Cont'd)****4.5.1 Feature Descriptions (Cont'd)**

Deny Return Call- Prevents the use of the Return Call (*69) per use feature.

Line Blocking - - Available via per use (*67) or monthly subscription; prevents name and phone number from appearing on another person's caller ID.

Repeat Dialing (*66) - automatically redials the last telephone number the Customer dialed in the Customer's local calling area. The system will keep retrying the number attempting to make the connection if the line is busy.

Speed Dialing (8) - This feature allows a user to dial selected numbers using one digit. Up to eight telephone numbers can be selected. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Speed Dialing (30) - This feature allows a user to dial selected numbers using two digits. Up to thirty telephone numbers can be selected. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

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

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, CONT'D.**4.5 Optional Calling Features (Cont'd)****4.5.2 Rates**

Feature	Monthly Rate
Anonymous Call Rejection	\$2.95
Call Block	\$2.95
Call Forwarding Variable	\$1.95
Call Return (*69)	\$2.95
Call Return (*69)(Per Use)	\$0.75*
Call Waiting	\$4.95
Call Waiting Deluxe	\$5.95
Caller ID	\$4.95
Caller ID with Name	\$5.95
Deny Call Trace	N/A
Deny Repeat Call	N/A
Deny Return Call	N/A
Line Blocking (*67)	N/A
Repeat Dialing (*66)	\$1.95
Repeat Dialing (*66) (Per Use)	\$0.75*
Speed Dial - 8	\$1.95
Speed Dial - 30	\$2.95
Three Way Calling	\$1.95
Three Way Calling (Per Use)	\$0.75 *

*Nonrecurring charge

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**4.7 Operator Services**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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:

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SECTION 4- MISCELLANEOUS SERVICES AND CHARGES, CONT'D.**4.7 Local Operator Assistance Services, (Cont'd)**

Collect This charge applies when a calling party dials 'O-NPA-NXX-XXXX' from any originating line and asks the operator to place a collect call to a terminating line. Collect calls can be local, regional or long-distance and are charged to the terminating line.

Third Party Billed – This charge applies when the calling party dials '0-NPA-NXX-XXXX' and asks the operator to bill the call to any line. Calls can be local, regional or long-distance, and originate from any line and terminate to any line.

4.7.1 Per Call Service Charges

Customer Dialed Calling Card	\$0.40
Operator Dialed Calling Card	\$1.58
Collect	\$1.33
Third Party Billed	\$1.33
Person-to-person	\$3.49
Operator Dialed Surcharge	\$0.80

4.7.2 Usage Charges

Usage Charges for Operator Service calls will be billed at the rate in effect for the presubscribed service purchased by Customer (Section 4).

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SECTION 4- MISCELLANEOUS SERVICES AND CHARGES, CONT'D.**4.7 Operator Services, Cont'd****4.7.3 Busy Line Verification and Line Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption. Verification and emergency interrupt service is offered where facilities permit.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per Call</u>
Busy Line Verification, per request	\$2.25
Emergency Interruption	\$5.00

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SECTION 4- MISCELLANEOUS SERVICES AND CHARGES, CONT'D.**4.8 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

4.8.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

4.8.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

4.8.3 Alternate Listing

An alternate listing may be provided to the subscriber for the purpose of directing calling parties to other telephone numbers subject to the following conditions:

- a. Names of individuals are not permitted
- b. Text may not exceed one line
i.e., If no answer
If Extension is not known

4.8.4 Toll-Free Directory Listing

Where available, a listing which references the Toll Free Number for a Business customer will be made available.

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Akron, OH 44333

Competitive Local Exchange Telecommunications Services

SECTION 4- MISCELLANEOUS SERVICES AND CHARGES, CONT'D.**4.8 Directory Listing Services (Cont'd)****4.8.5 Rates and Charges**

Initial White Pages Listing	\$2.00
Additional White Pages Listing	
Residential	\$2.00
Business	\$2.00
Nonpublished Listing	\$2.00
Non-Listed Listing	\$2.00
Alternate Listing	
Residential	\$2.00
Business	\$2.00
Toll –Free Directory Listing	\$15.00

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, CONT'D.**4.9 Directory Assistance Service**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance. No credit will be given for requested telephone numbers that are not found in the directory. Customers may reach Directory Assistance by dialing direct or by having the call billed to a calling card or third number. There are no call allowances or exemptions for Directory Assistance, National Directory Assistance.

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

4.9.1 Directory Assistance Call Completion

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, CONT'D.**4.9.2 National Directory Assistance Service**

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service area. There are no call allowances or exemptions for National Directory Assistance. A maximum of two (2) requested telephone numbers are allowed per call.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in this tariff, apply as appropriate.

4.9.3 Rates and Charges

Per call rate:

Within the Company's local calling area for the originating line	\$ 0.75
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Outside the Company's local calling and LATA/NPA serving areas for the originating line	\$ 0.75
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Directory Assistance Call Completion Per call charge:	\$0.30
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SECTION 4- MISCELLANEOUS SERVICES AND CHARGES, CONT'D.

4.10 Presubscribed Interexchange Carrier Change Charge

Customers may presubscribe local access lines to their intrastate, interLATA long distance carrier of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge.

Per business or residence line, trunk, or port

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

4.11 Environmental Impact Fee

This charge is applied to First Communications accounts for the administration and facilitation of maintaining the physical assets required to provide services to our customers, which include but are not limited to paper invoicing, facilities management and network operations. This fee is waived with paperless invoicing.

Residential	\$5.00
Business	\$10.00

(N)

(N)

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SECTION 5 - PROMOTIONS**5.1 General**

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

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SECTION 6 - EXCHANGE SERVICE

AREAS 6.1 Exchange Service Areas

6.1.1 General

Local exchange services are offered to business and residential Customers. Service is available on a presubscription basis from equal access originating end offices only. Rates for service may vary by call type and/or term commitments. Usage rates, per-call service charges, monthly fees and installation charges may apply. Call timing is defined in the description for each service. Service is available 24 hours per day, 7 days per week.

6.1.2 Local Calling Areas

The Exchange boundaries are the same as those defined in the applicable tariff of the incumbent local exchange carrier which serves the same area. Local calling areas mirror those of Verizon Washington, DC Inc.

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