

TITLE SHEET**HAWAII TELECOMMUNICATIONS TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Telecommunications Services furnished by First Communications, LLC, (hereinafter “Company”) with principle offices at 3340 West Market Street; Akron, Ohio 44333. This tariff applies to services furnished within the State of Hawaii. This tariff is on file with the Hawaii Public Utility Commission, and copies may be inspected, during normal business hours, at the Company’s principal place of business. In the event of a conflict between any of the tariff provisions, including provisions governing the duty to defend, indemnification, hold harmless and limitation of liabilities, and the state of Hawaii law, the state of Hawaii law shall prevail.

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**Issued By: Joseph R. Morris, COO
First Communications, LLC
3340 West Market Street
Akron, Ohio 44333**

**CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS
AND BILLING AGENTS**

1. CONCURRING CARRIERS - None
2. CONNECTING CARRIERS – None
3. OTHER PARTICIPATING CARRIERS – None
4. BILLING AGENTS – None

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CHECK SHEET

Sheets 1 through 27 inclusive of this Tariff are effective as of the date shown of at the bottom of the respective sheet(s). Original and revised pages, as named below comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	19	Original
2	Original	20	Original
3	3 rd Revised*	21	Original
4	Original	22	Original
5	Original	23	Original
6	Original	24	Original
7	3 rd Revised*	25	1 st Revised*
8	Original	26	2 nd Revised*
9	Original	27	Original
10	Original	28	3 rd Revised*
11	Original	29	Original*
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		

* New or Revised Pages

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(T)

TARIFF FORMAT

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

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

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

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) To signify change in regulation
- (D) To signify a deletion
- (I) To signify a rate increase
- (L) To signify material relocated without change in text or rate
- (N) To signify new rate or regulation
- (R) To signify a reduction
- (T) To signify a change in text, but no change in rate or regulation

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1.0 TECHNICAL 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 the Company's location or switching center.

Authorization Codes – A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call: Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission – Used throughout this tariff to mean the State of Hawaii Public Utilities Commission.

Company - Used throughout this tariff to mean First Communications LLC.

Feature Group D - The class of service associated with equal access arrangements. Feature Group D is required for equal access, which allows phone users in the United States to dial 1+ to place a long distance call, with the call be handled by the Interexchange Carrier (IXC) they have preselected.

Holiday - New Year's Day, July 4th, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Holidays shall be billed at the evening rate from 8:00 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Telecom Unit – A measurement of telecommunication services equivalent to one-minute usage between any two points within the State of Hawaii.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or the similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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2.0 RULES AND REGULATIONS2.1. Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resold telecommunications services provided by the Company for telecommunications between points within the State of Hawaii. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company, which fully identifies the Customer, the Services requested and other information requested by the Company. The Company reserves the right to examine the credit profile/record of any applicant prior to accepting the service order or a Customer deposit, if required. The service application and the deposit shall not in themselves obligate the Company to provide services or to continue to provide service if a later check of applicant credit record is, in the opinion of the Company, contrary to the best interests of the Company. If service is denied, Customer deposits, if required, will be returned immediately. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection to the Company. The Customer shall be responsible for all charges due for such service arrangements. The Company shall comply with the Fair Credit Reporting Act.

- 2.1.1. The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Service (MTS) and Wide Area Telecommunications Services (WATS) if underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2. The rates and regulations contained in this tariff apply only to the resale 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 carriers for use in accessing the services of the Company.
- 2.1.3. In Accordance with HAR 6-80-106, the Company may deny or discontinue service to a Customer without the Customer's permission and without prior notice for any one or more of the following reasons:

- (1) If a condition immediately dangerous or hazardous to life, physical safety or property exists.

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- (2) Upon an order of any court, the Commission, or any other duly authorized public authority; or,
- (3) If service was obtained fraudulently or without the authorization of the Company.

The Company may deny or discontinue service to a Customer, without the Customer's permission, and with prior notice, only for one or more of the following reasons:

- (1) Nonpayment of a past due bill not in dispute;
- (2) Failure to make a security deposit or obtain a guarantee when one is required;
- (3) Obtaining service by subterfuge;
- (4) Unauthorized interference, diversion, or use of the telecommunications service situated or delivered on or about the Customer's premises;
- (5) Violation of any rule of the Company filed with the Commission;
- (6) Failure to comply with laws and regulations pertaining to telecommunications service; or,
- (7) Failure of the Customer to permit the carrier reasonable access to the carrier's facilities or equipment.

The Customer shall be notified in writing of the Company's intention to discontinue service and be allowed not less than five days from the date of the notification to respond. If the notification is mailed to the Customer, the Customer shall be allowed an additional two days to respond. All notices of proposed discontinuance must state:

- (1) The reason for and date of the scheduled discontinuance of service, and
- (2) Actions that the Customer may take to avoid discontinuance of services.

The following do not constitute sufficient causes for denying or discontinuing service:

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- (1) Delinquency in payment of service by a previous occupancy of the premises to be served (provided that service may be denied to the premises of a person who is a member of the household of a Customer who is delinquent in payment or service to the same premises):
- (2) Failure to pay directory advertising charges; and
- (3) Failure to pay any disputed amount pending resolution of the dispute.

2.2. Use of Service

- 2.2.1 The Company's services may be used for any lawful purpose with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this tariff.
- 2.2.2. The use of the Company's service to make calls which might reasonably be expected to frighten, abuse or harass another in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3. The use of the Company's service 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.
- 2.2.4. The Company's services are available for use 24 hours per day, 7 days per week.
- 2.2.5. The Company does not transmit messages, but services may be used for that purpose.
- 2.2.6 The Company's service maybe denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7. Customers shall not use the service provided under this tariff for any unlawful purposes.
- 2.7.8. The Customer is responsible to immediately notify the Company for any unlawful use of services.

2.3. Liability of the Company

- 2.3.1 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent,

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unauthorized use of trademark, trade name, or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

- 2.3.2 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.3 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of services under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability on any event shall attach to the Company.
- 2.3.4 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.5. The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4. Responsibility of the Customer

- 2.4.1. The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2. The Customer is responsible for charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf.

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- 2.4.3 If required for the provision of Customer's services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Company shall cause the temperature and the relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer to others.
- 2.4.8 The Customer may pay for the loss through theft if any of the Company equipment installed at the Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal, and local authorities having jurisdiction over the service.

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2.5. Cancellation or Interruption of Services

2.5.1. Without incurring any liability, upon seven (7) working days' notice (defined as any day which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted service:

2.5.1.A For nonpayment of any sum due that is not in dispute to the Company for more than thirty (30) days after issuance of the bill for amount due,

2.5.1.B For violation of any of the provisions in this tariff,

2.5.1.C. For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D. By reason of any order or decision of a court, public service commission, or federal regulatory body or other governing authority prohibiting the Company from furnishing services.

2.5.2. Service may be disconnected by the Company without notice to the Customer, by blocking traffic to certain countries, cities, of NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.3. The Customer may terminate service upon thirty (30) days written notice of the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customer will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6. Credit Allowance

2.6.1. Credit allowance for the interruption of Service which is not due to the Company's testing to adjusting, negligence of the Customer or to the failure of channels or

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equipment provided by the Customer, are subject to the general liability provisions set forth in this Tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Company's facilities.

- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. Credit for failure of services shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for failure of the facilities of the Company's Underlying Carrier used to furnish the service provided that, if service is interrupted by a natural or other disaster beyond control of the Company, the Company shall make adjustments and refunds to its affected customers if service is not restored within forty-eight hours.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Restoration of Service

- 2.7.1. The use and restoration of service shall be in accordance with the priority system specified in part 64, subpart D of the Rules and Regulations of the Federal Communications Commission.

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2.8. Deposits

2.8.1 The Company does not require deposits to commence service.

2.9. Billing Entity Conditions

2.9.1. When billing function on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free number will appear on the Customer's bill.

2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed upon unpaid amounts 30 days after the rendered bill.

2.10.2 The Customer is responsible for payment of all charges for services furnished to the Customer as well as all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authentication Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer.

2.10.2. All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand, therefore, is not received by the Company in writing within such 30-day period.

2.11. Tax

2.11.1. All federal, state and local taxes, assessments, surcharges, or fees, including sales tax, use tax, gross receipts taxes, and municipal utilities taxes are billed as separate line items and are not included in the quoted rates.

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2.12. Late Charges

2.12.1 A late fee of 1% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balance not in dispute..

2.13. Return Check Charge

2.13.1 If a check or draft presented for payment for services is not accepted by the institution on which it is written, a return check charge, in the amount of \$20.00 shall be applied.

2.14. Customer Complaints or Billing Disputes

2.14.1. Customer inquires or complaints regarding service or accounting may be made in writing or by telephone to the Company at:
First Communications, LLC Attention Customer Care
3340 West Market Street
Akron, Ohio 44333
(800) 274-1015

2.14.2 Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that the records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. If over billing of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on that amount over billed.

interest,

2.14.3 All customer complaints and billing disputes are subject to Hawaii Administrative Rules Sections 6-80-107(4) and 60-80-120(a) respectively. All Customer and inquires regarding service or billing are subject to the jurisdiction of the Commission, which may be contacted at the following address and telephone

complaints

number:

Hawaii Public Utility Commission
Kekuanaoa Building, Room 103
465 South King Street
Honolulu, HI 96813
(808) 586-2020

3.0 DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers

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Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

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

3.3. Switched Outbound Service

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

3.4. Dedicated Inbound Service

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

3.5. Dedicated Outbound Service

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

3.6. Calling Card Service

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

3.7. Computation of Charges

3.7.1. The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measures charge is specified as a

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rate per minute, which is applies to each minute. All calls are measures in increments as set forth in the Rates Section herein. All calls are rounded up to the next whole increment.

- 3.7.2. Where mileage bands appears in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points if the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's Main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V&H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.
- 3.7.3. Timing begins when the called station is answered and the two-way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephones company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.8. Minimum Call Completion Rate

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

3.9. Prepaid Long Distance Service

- 3.9.1 Prepaid Long Distance Service permits Customer to purchase \$25 increments of long distance calling. Increments expire in 6 months. Domestic calls are billed in 30 second increments with a 60 second initial charge. International calls are billed in 60 second increments with a 60 second initial.

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4.0 SERVICE OFFERING

4.1. Usage Rates

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

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4.2. Switched Inbound Usage RatesBUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.25	0.25

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4.3. Switched Outbound Usage RatesBUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	0.25	0.25

Issued: July 5, 2007**Effective: July 6, 2007****Issued By: Joseph R. Morris, COO**
First Communications, LLC
3340 West Market Street
Akron, Ohio 44333

4.4. Dedicated Inbound Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	0.25	0.25

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4.5. Dedicated Outbound Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.25	0.25

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* Moved and Grandfathered to Section 5 (page 29)

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First Communications, LLC
3340 West Market Street
Akron, Ohio 44333**

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4.7. Recurring Charges

LD MRC

Each month long distance calls are made, Customer will incur a \$3.95 long distance monthly recurring charge.

TF MRC

The monthly charge per Toll Free Number is \$3.99.

4.8. Non-recurring Charges

4.8.1. Reserved For Future Use.

4.9. Emergency Calls

4.9.1. Emergency “911” calls are not routed to the Company, but are completed through the local network at no charge.

4.10. Payphone Use Service Charge

4.10.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$1.25.

(N)

(N)

4.12. Universal Connectivity Charge

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

4.12.1.A. The Company will waive the Universal Connectivity Charge with respect to specifically identified Company charges to the extent that the Customer demonstrates to the Company's reasonable satisfaction that:

1. the Customer has filed a Universal Service Worksheet with the Universal Service Administrator covering the twelfth month prior to the month for which the Customer seeks the waiver;
2. the charges with respect to which the waive is sought are for services purchased by Customer for resale; and
3. the Customer will file a Universal Service Worksheet with the Universal Service Administrator in which the reported billed revenues will include all billed revenues associated with the Customer's resale of services purchased from the Company.

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

1. charges for services purchased by the Customer for its own use as an end user; or
2. charges for which the bill date is on, prior to, or within fifteen days after, the date on which the Customer applies for a waiver with respect to those charges.

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4.13 Prepaid Long Distance Service Charges

	Plan A		Plan B	
	Local Access Number	Toll Free Number	Local Access Number	Toll Free Number
Domestic Usage, per minute	\$0.159	\$0.219	\$0.219	\$0.269
Installation	N/A	N/A	N/A	N/A
Domestic Surcharge	\$0.25	\$0.25	N/A	N/A
Canadian Surcharge	\$0.25	\$0.25	\$0.25	\$0.25
Payphone Surcharge	\$1.25	\$1.25	\$1.25	\$1.25
International Termination Surcharge	\$0.50	\$0.50	\$0.50	\$0.50
International Origination Surcharge	\$0.50	\$0.50	\$0.50	\$0.50

4.14 Reconnection Charge

A reconnection fee of \$50 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

4.15 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

4.16 Regulatory Compliance Fee

Regulatory Compliance Fee will apply to all usage and MRC billed at the rate of 3.8573%.

4.17 Access Recovery Fee

Access Recovery Fee of \$1.86 will be assessed monthly to help defray the cost of connecting customer long distance calls to other carriers.

(N)
—
(N)

SECTION 5 - GRANDFATHERED PRODUCTS– not available to new customers

(N)

The following rates are moved and grandfathered from Section 4.

(N)

5.1 Calling Card Usage Rates

5.1.1 Customers using the Company’s Calling Card to Place long distance calls incur the following per call charge in addition to the per minute charge set forth hereinafter:

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.25	0.25

* Moved from page 25.

(N)

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