

First Communications LLC
3340 West Market Street
Akron, Ohio 44333

Service Guide
Title Page
Effective: December 31, 2009

LOCAL EXCHANGE SERVICES

SERVICE GUIDE
APPLICABLE TO
LOCAL EXCHANGE SERVICES
WITHIN THE
STATE OF CALIFORNIA
ISSUED BY
FIRST COMMUNICATIONS LLC

LOCAL EXCHANGE SERVICES

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LOCAL EXCHANGE SERVICES

PRELIMINARY STATEMENT

This Service Guide contains effective rates and charges together with the terms and conditions and rules, together with information relating to local exchange end-user communications services offered to certain customers in the State of California by First Communications LLC.

AVAILABILITY OF SERVICE GUIDES

Customers can review the Service Guide on the web site at www.firstcomm.com/tariffs.html or request a copy by contacting the Company at First Communications LLC, 3340 West Market Street, Akron, Ohio 44333.

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

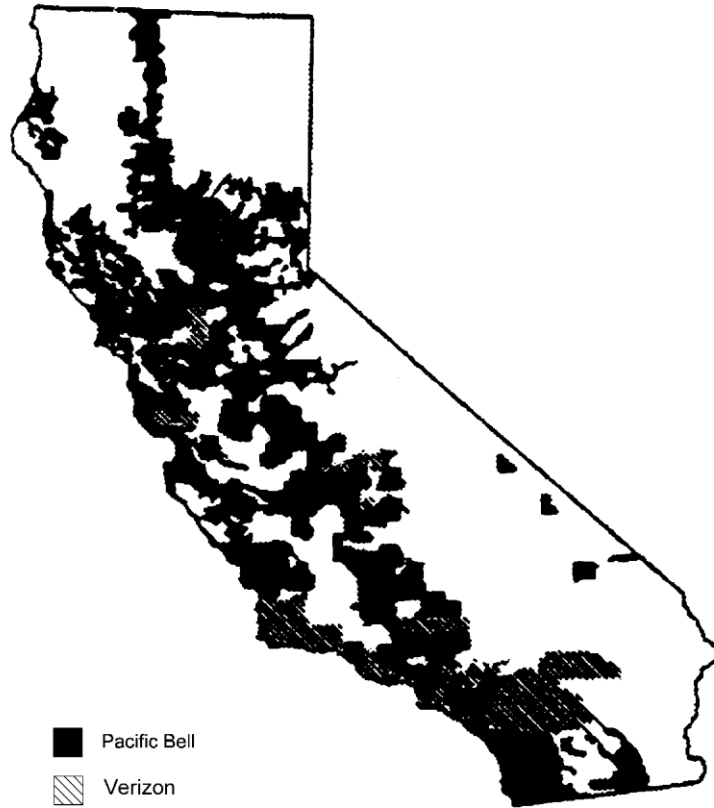
The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify an increase.
- (L) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify change in text but not change in rate or regulation.

LOCAL EXCHANGE SERVICES

Service Area Maps

First Communications LLC has been authorized by the CPUC to provide competitive local exchange service within the areas of the State of California identified on the following map, which depicts the total combined service areas of Pacific Bell and Verizon.



LOCAL EXCHANGE SERVICES

RATE SCHEDULE

Applicability

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

Territory

For local exchange services, within the base rate areas of all exchanges, as said exchanges are defined on the map filed on Sheet 7 herein, as authorized by the California Public Utilities Commission (P.U.C.) for all other services, within the State of California as a whole.

Method of Applying Rates

Charges Based on Duration of Use

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:

- (A) 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.
- (B) 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).
- (C) 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.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during the different segments of the call.
- (E) All times refer to local time.

LOCAL EXCHANGE SERVICES

RATE SCHEDULE (cont'd)

Method of Applying Rates (cont'd)

Charges Based on Distance

Where charges for a service are specified based upon distance, the following rules apply:

(A) Distance between two points is measured as airline distance between the rate of centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number).

Where there is no telephone number associated with an access line on the Company's network (such as dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

(B) The airline distance between any two rate centers is determined as follows:

- 1 Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above referenced Bellcore document.
- 2 Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- 3 Square each difference obtained in step (2) above.
- 4 Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6 Obtain the square root of the whole number result obtained above. Round to the next highest whole number if any fraction is obtained. This is the airline mileage.
- 7 FORMULA:
$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

LOCAL EXCHANGE SERVICES

RATE SCHEDULE (cont'd)

Applicable Taxes and Surcharges

See Cal. P.U.C. No. 1-T for applicable taxes and surcharges.

Universal Lifeline Telephone Service (“ULTS”)

See AT&T Communications of California, Inc. Schedule CAL.P.U.C. NO. FPL-T for ULTS guidelines, rates and income limits. For the fiscal year for which the service is provided, based on current income, Applicant is eligible for ULTS if total household income does not exceed the ULTS income limits as indicated in AT&T California’s Schedule CAL. P.U.C. NO. F-T.

Usage Rates

The rate schedules set forth herein are applicable to the Company’s Metered Usage Service offering for calls originating and terminating within the State. The total charge for each completed operator assisted call consists of two charge elements (except as otherwise provided herein): a fixed operator service charge, which will be dependent on the type of billing selected by the user (i.e., telephone calling card, commercial credit card, collect to the called party, third party billing) and/or the completion restriction selected by the user (i.e., station-to-station or person-to-person); and a measured usage charge dependent on the duration, distance and time of day of the call. The usage charge element is specified as a rate per minute which applies to each minute of call duration, with a minimum charge for each call of one minute, and with each fractional minute of use thereafter counted as one full minute.

Explanation of Rate Schedules

Schedule A applies to Exchange Access Service, Schedule B applies to Resold Local Exchange Access Service, Schedule C applies to Local Calling Service, Schedule D applies to Special Arrangements.

Adherence to Nonpublic Utility Provider Services Law

The Company will adhere to all applicable nonpublic utility provider services rules and law, including, but not limited to, Section 741.2 of the California Public Utilities Code.

LOCAL EXCHANGE SERVICES

SCHEDULE A: EXCHANGE ACCESS SERVICE

Verizon and Pacific Bell Service Territories

Non-recurring and monthly recurring rates per Basic Line apply as follows:

A. Local Exchange Service

Flat Rate Service

See Cal. P.U.C. No. 1-T for applicable flat rate service rates.

B. Pay Per Use Charges

<u>Service Description</u>	<u>Charge</u>	<u>Application</u>
Call Trace	\$4.65	Non-recurring
National Directory Assistance	\$1.99	Non-recurring
Local Directory Assistance	\$1.99	Non-recurring
Three Way Calling	\$1.25	Non-recurring
*66	\$1.25	Non-recurring
*69	\$1.25	Non-recurring

LOCAL EXCHANGE SERVICES

Local Exchange Service (Cont'd)

C. Line Features

<u>Service Description</u>	<u>Monthly Charge</u>	<u>Non-Recurring Charge</u>
Call Screen	\$3.23	\$0.00
Call Return (*69)	\$3.23	\$0.00
Priority Ringing	\$3.23	\$0.00
Caller ID	\$6.17	\$0.00
Anonymous Call Rejection	\$1.90	\$0.00
Repeat Dialing (*66)	\$3.23	\$0.00
Call Forwarding Select	\$3.23	\$0.00
Message Waiting Indicator (Forwarded Call Information)	\$0.00	\$0.00
Three Way Calling	\$3.23	\$0.00
Speed Calling – 30 code capacity	\$4.65	\$0.00
Speed Calling – 8 code capacity	\$3.23	\$0.00
Call Forwarding – Variable	\$3.23	\$0.00
Call Waiting	\$3.23	\$0.00
Call Forwarding – Busy	\$2.75	\$0.00
Call Forwarding – Delayed	\$2.75	\$0.00
Intercom	\$2.37	\$0.00
Intercom Plus	\$3.80	\$0.00
Semi-Public Service	\$0.14	\$0.00
Non-Published Service	\$0.28	\$0.00
Call Waiting ID	\$3.23	\$0.00
Privacy Manager	\$4.00	\$0.00
Call Forwarding – Remote Access	\$0.95	\$0.00
Voice Mail – Standard Mail Box	\$10.95	\$19.95
Voice Mail – Restoral Charge	\$0.00	\$30.00
Selective Blocking	\$0.00	\$0.00
Wire Works – Single Line	\$4.95	\$0.00
Wire Works – Multiple Line	\$6.95	\$0.00

D. Bundled Service

<u>Service Description</u>	<u>Monthly Charge</u>	<u>Non-Recurring Charge</u>
CA Residential Plus Plan (Grandfathered)	\$29.95	\$0.00
- Residential Line		
- 300 min State-To-State Long Distance		
- Instate Long Distance Rate of 7 cent/min		
- Additional State-To-State Long Distance Rate of 7 cent/min		

LOCAL EXCHANGE SERVICES

Local Exchange Service (Cont'd)

D. Bundled Service (Cont'd)

FirstTalk Basic Plan

<u>Service Description</u>	<u>Monthly Charge</u>
FirstTalk Basic Residential	\$49.95
Unlimited Local Calling	
Caller ID Name and Number	
Touchtone	
900/976 blocking	
Intrastate long distance rate per minute	\$0.044
Interstate rate per minute*	\$0.058
FirstTalk Basic Commercial	\$59.95
Unlimited Local Calling	
Caller ID Name and Number	
Call Forwarding	
Hunting (Optional)	
Touchtone	
900/976 blocking	
Intrastate long distance rate per minute	\$0.039
Interstate long distance rate per minute*	\$0.053

* Interstate rates are for continental US only

LOCAL EXCHANGE SERVICES

Local Exchange Service (Cont'd)

E. Service Charges

<u>Service Description</u>	<u>Non-Recurring Charge</u>
Service Change Charge	\$15.00
Service Connection Charge	\$65.00
Records Work	\$25.00
Move Order	\$65.00
Number Change	\$45.00
Suspension Restoration	\$50.00

All other services, charges and features not listed herein may be provided according to the rates found in the current tariff of the respective incumbent local exchange carrier serving the Customer's location. Certain discounts may apply.

F. 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

LOCAL EXCHANGE SERVICES

SCHEDULE B: RESOLD LOCAL EXCHANGE ACCESS SERVICE
Verizon and Pacific Bell Service Territories

Resold Local Exchange Service

The following rates apply for Resold Local Exchange Services:

A. Local Exchange Service

<u>Service Description</u>	Flat Rate Service (Grandfathered)		<u>Non-Recurring Charge</u>
	<u>Rate Group</u>	<u>Monthly Charge</u>	
Residence – Flat Rate	1	\$10.69	\$33.01
Residence – Flat Rate	2	\$10.69	\$33.01
Residence – Flat Rate	3	\$10.69	\$33.01
Residence – Flat Rate	4	\$10.69	\$33.01
Residence – Flat Rate	5	\$10.69	\$33.01
Residence – Flat Rate	6	\$10.69	\$33.01
Residence – Flat Rate	7	\$11.07	\$33.01
Residence – Flat Rate	8	\$11.12	\$33.01
Residence – Flat Rate	9	\$11.31	\$33.01
Residence – Flat Rate	10	\$10.69	\$33.01
Residence – Flat Rate	11	\$11.35	\$33.01
Residence – Flat Rate	12	\$11.54	\$33.01
Residence – Flat Rate	13	\$11.59	\$33.01
Residence – Flat Rate	14	\$10.69	\$33.01
Residence – Flat Rate	15	\$11.07	\$33.01
Residence – Flat Rate	16	\$11.97	\$33.01
Residence – Flat Rate	17	\$12.68	\$33.01
Residence – Flat Rate	18	\$12.87	\$33.01
Residence – Flat Rate	19	\$13.25	\$33.01
Residence – Flat Rate	20	\$13.68	\$33.01
Residence – Flat Rate	21	\$14.58	\$33.01
Residence – Flat Rate	22	\$17.72	\$33.01

LOCAL EXCHANGE SERVICES

Resold Local Exchange Service (Cont'd)

Measured Service (Grandfathered)

Monthly Charges

<u>Service Description</u>	<u>Rate Group</u>	<u>Monthly Charge</u>	<u>Non-Recurring Charge</u>
Residence – Measured Rate	1	\$5.70	\$33.01
Residence – Measured Rate	2	\$5.70	\$33.01
Residence – Measured Rate	3	\$5.70	\$33.01
Residence – Measured Rate	4	\$5.70	\$33.01
Residence – Measured Rate	5	\$5.70	\$33.01
Residence – Measured Rate	6	\$5.70	\$33.01
Residence – Measured Rate	7	\$6.08	\$33.01
Residence – Measured Rate	8	\$6.13	\$33.01
Residence – Measured Rate	9	\$6.32	\$33.01
Residence – Measured Rate	10	\$5.70	\$33.01
Residence – Measured Rate	11	\$6.36	\$33.01
Residence – Measured Rate	12	\$6.55	\$33.01
Residence – Measured Rate	13	\$6.60	\$33.01
Residence – Measured Rate	14	\$5.70	\$33.01
Residence – Measured Rate	15	\$6.08	\$33.01
Residence – Measured Rate	16	\$6.98	\$33.01
Residence – Measured Rate	17	\$7.69	\$33.01
Residence – Measured Rate	18	\$7.88	\$33.01
Residence – Measured Rate	19	\$8.26	\$33.01
Residence – Measured Rate	20	\$8.69	\$33.01
Residence – Measured Rate	21	\$9.59	\$33.01
Residence – Measured Rate	22	\$12.73	\$33.01

Usage Charges

Day Rate, Evening Rate, Night and Weekend Rates apply as follows:

Monday Thru Friday

Rate Schedule

Hours

8:00 A.M. to 5:00 P.M.
 5:00 P.M. to 11:00 P.M.
 11:00 P.M. to 8:00 A.M.

Day
 Evening
 Night & Weekend

LOCAL EXCHANGE SERVICES

Resold Local Exchange Service (Cont'd)

Saturday and Sunday

Rate Schedule

Hours

All

Night and Weekend

Holidays

Rate Schedule

New Years Day/January 1
 Washington's Birthday/ 3rd Monday
 in February
 Independence Day/July 4
 Labor Day
 Thanksgiving Day
 Christmas Day/December 25

Hours

All

Night and Weekend

The rate for use for each minute use applies as follows:

	All Local Calls
Day Rate	
First Minute	\$0.0278
Additional Minutes	\$0.0088
Evening Rate	
First Minute	\$0.0195
Additional Minutes	\$0.0061
Night & Weekend Rate	
First Minute	\$0.0111
Additional Minutes	\$0.0035

B. Pay Per Use Charges

<u>Service Description</u>	<u>Charge</u>	<u>Application</u>
Call Trace	\$4.65	Non-recurring
National Directory Assistance	\$1.99	Non-recurring
Local Directory Assistance	\$1.99	Non-recurring
Three Way Calling	\$1.25	Non-recurring
*66	\$1.25	Non-recurring
*69	\$1.25	Non-recurring

LOCAL EXCHANGE SERVICES

Resold Local Exchange Service (Cont'd)

C. Line Features

<u>Service Description</u>	<u>Monthly Charge</u>	<u>Non-Recurring Charge</u>
Call Screen	\$3.23	\$0.00
Call Return (*69)	\$3.23	\$0.00
Priority Ringing	\$3.23	\$0.00
Caller ID	\$6.17	\$0.00
Anonymous Call Rejection	\$1.90	\$0.00
Repeat Dialing (*66)	\$3.23	\$0.00
Call Forwarding Select	\$3.23	\$0.00
Message Waiting Indicator (Forwarded Call Information)	\$0.00	\$0.00
Three Way Calling	\$3.23	\$0.00
Speed Calling – 30 code capacity	\$4.65	\$0.00
Speed Calling – 8 code capacity	\$3.23	\$0.00
Call Forwarding – Variable	\$3.23	\$0.00
Call Waiting	\$3.23	\$0.00
Call Forwarding – Busy	\$2.75	\$0.00
Call Forwarding – Delayed	\$2.75	\$0.00
Intercom	\$2.37	\$0.00
Intercom Plus	\$3.80	\$0.00
Semi-Public Service	\$0.14	\$0.00
Non-Published Service	\$0.28	\$0.00
Call Waiting ID	\$3.23	\$0.00
Privacy Manager	\$4.00	\$0.00
Call Forwarding – Remote Access	\$0.95	\$0.00
Voice Mail – Standard Mail Box	\$10.95	\$19.95
Voice Mail – Restoral Charge	\$0.00	\$30.00
Selective Blocking	\$0.00	\$0.00
Wire Works – Single Line	\$4.95	\$0.00
Wire Works – Multiple Line	\$6.95	\$0.00

D. Bundled Service

<u>Service Description</u>	<u>Monthly Charge</u>	<u>Non-Recurring Charge</u>
CA Prime Plan (Grandfathered)	\$34.95	\$0.00
- Residential Line		
- 300 min State-To-State Long Distance		
- Instate Long Distance Rate of 7 cent/min		
- Additional State-To-State Long Distance Rate of 7 cent/min		

LOCAL EXCHANGE SERVICES

Resold Local Exchange Service (Cont'd)

E. Service Charges

<u>Service Description</u>	<u>Non-Recurring Charge</u>
Service Change Charge	\$15.00
Service Connection Charge	\$65.00
Records Work	\$25.00
Move Order	\$65.00
Number Change	\$45.00
Suspension Restoration	\$50.00

All other services, charges and features not listed herein may be provided according to the rates found in the current tariff of the respective incumbent local exchange carrier serving the Customer's location. Certain discounts may apply.

F. 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

G. DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks, as set forth in Schedule 2, Section 2, apply in addition to the DID Trunk charges listed below.

Non-recurring and Recurring charges per DID Trunk apply as follows:

Rate Zones	Non-Recurring Charge	Recurring Charge
All Zones	\$500.00	\$18.90

(N)

 (N)

LOCAL EXCHANGE SERVICES

Resold Local Exchange Service (Cont'd)

(N)

H. Digital Trunk Service

Digital Trunk 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. Digital Trunks are provided for connection of compatible Customer-provided private branch (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The Terminal interface for each Digital Trunk Service is a DSX-1 panel.

Individual channels carried over a Digital Trunk maybe equipped with Direct Inward Dial (DID) capability. Additional charges for DID number blocks are set forth in Schedule 2, Section 2. Monthly recurring rates per Digital Trunk per point, apply as follows:

DOD/T1

Rates apply to Zones 1, 2, & 3

T1 Equivalent	1 year term	2 year term	3 year term
1 - 3	300	270	256
4 - 6	270	240	230
7 - 11	255	239	217
12 - 18	240	224	205
19 - 27	225	209	192
28+	210	194	179

DID/T1

Rates apply to Zones 1, 2, & 3

T1 Equivalent	1 year term	2 year term	3 year term
1 - 3	550	523	496
4 - 6	495	470	447
7 - 11	465	442	420
12 - 18	437	416	395
19 - 27	411	391	371
28 +	382	363	345

Non-recurring rates per Digital Trunk per point apply as follows:

	Rate Zones Non-Recurring Charge
All Zones	\$500.00 Installation
All Zones	\$10.00 per channelized DIDs (per channel)*

Customer may, at its option, procure link directly from another service provider other than Company while subscribing to Company port elements.

*Channelized DIDs are not discounted as number of T1s increase.

(N)

LOCAL EXCHANGE SERVICES

Resold Local Exchange Service (Cont'd)

(I) ISDN Primary Rate Interface (PRI) Service

Company ISDN PRI is a competitive digital business telecommunications service offered to all customers located with San Francisco LATA 722 and Los Angeles LATA 730. ISDN PRI is a switched service that provides the end user with clear channel signaling (64Kbs) in increments of 24 channels formatted with a T1 (1.544 Mbps) allowing such uses as carrying voice traffic, packetized data, or acting as common trunks. Company ISDN PRI end users will connect their CPE equipment to Company's central office via T1 connections.

All Customer Provided Equipment (CPE) used with Company ISDN PRI is required to conform with the Bellcore Technical Reference Specifications as used by Company: ISDN Primary Rate Access Transport System Requirements (a module of TSGR, FR-440), Issue Number 01; Technical Reference: TR-TSY- 000754.

(A) Standard Features for Circuit Switched Voice and Circuit Switched Data Services

1. Call by Call for Trunk Groups

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the Company ISDN PRI trunk to share "B" Channels and arrange them as a single trunk group. This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize "B" Channels on a call by call basis. (Without this capability, each service would require "B" channel.) "B" Channel Packet Switched Data Service cannot utilize this capability. ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required to support the request for aggregate bandwidth of each application thus using SS7 interconnection trunks between Company and Pacific Bell. All of the 23 channels (24 where technology permits) are usable as standalone trunk groups. Trunk groups can be equipped with Direct Inward Dial (DID) functionality.

2. Caller ID Capability

All calling numbers presented to the services working on the ISDN PRI connection can be delivered to the customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers.

3. Clear Channel Capability

ISDN PRI uses a standard 23b +D channel format providing "B" channels solely used for customer applications, since all signaling and control functions are handled by the "D" channel. This allows up to 64 Kbps access on each "B" channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass customer information to distant end terminations where technically feasible via Company ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

4. Digital Voice Transmission

All voice calls are converted from an analog into a digital format to be transported across the network.

5. "D" Channel Control of Multiple Prime

Utilizes a single "D" channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 Mbs for each additional PRI port connection.

6. Equal Access Calling

Allows the customer to predefine an interexchange carrier or randomly access an interexchange carrier for each Trunk Group enabled. The carrier designation can be changed for charges.

(N)

(N)

LOCAL EXCHANGE SERVICES

Resold Local Exchange Service (Cont'd)

(B) Optional Features for Circuit Switched Voice and Circuit Switched Data Services

1. Backup "D" Channel Arrangement

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime connections share a "D" single channel. A predetermined "D" channel on another PRI connection would automatically take over call control and signaling functions.

Rate: Individual Case Basis (ICB)

2. System Intercommunication Service

Allows Company ISDN PRI "B" channels to connect to a Centrex business system or another Company ISDN PRI that originates in the same central office. This feature is offered on a per trunk group basis only.

Rate: Individual Case Basis (ICB)

3. Call by Call for FX and Tie Lines

Allows Foreign District (FX) and Tie Line calls to be directed to and originated from ISDN PRI "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services.

Rate: Individual Case Basis (ICB)

4. 2B Channel Transfer

Allows the Customer's CPE to more efficiently use PRI trunk connections for ISDN calling. If an inbound call is forwarded or transferred using two channels in a PRI, the channels that were used to make the connection can be dropped and made available to future calls.

Monthly Recurring Charge:	\$75.00
Non-Recurring Charge:	\$100.00 per PRI

5. Calling Name Delivery

Enables the Customer to receive the name and number of the calling party at a PBX/station equipped with a customer-provided display. The Customer must have a PBX or Key System that is ISDN NI-2 compliant and can accept a PRI.

Monthly Recurring Charge:	\$75.00
Non-Recurring Charge:	\$100.00 per PRI

6. Outbound ANI Over T1

Enables Company outbound Customers to deliver a pre-programmed calling name and calling number over their T1 Trunks. The Customer can request a specific name and number to be delivered when they make an outbound call.

Monthly Recurring Charge:	\$50.00
Non-Recurring Charge:	N/A

(N)

(N)

LOCAL EXCHANGE SERVICES

Resold Local Exchange Service (Cont'd)

(C) Usage Rates

Voice and circuit switched calls will be subject to the usage charges as posted on Company website, see www.firstcomm.com.

(D) Line Charges

The rates shown below for Company PRI are exclusive of local and toll usage charges, Company T1, and associated customer premises equipment.

(Rates apply to Zones 1, 2, & 3)			
T1 Equivalent	1 year term	2 year term	3 year term
1 - 3	550	523	496
4 - 6	495	470	447
7 - 11	465	442	420
12 - 18	437	416	395
19 - 27	411	391	371
28+	382	363	345

6. Inbound Digital DID From Multiple Rate Centers

Inbound Digital DID Service From Multiple Rate Centers is designed for high volumes of inbound calling. A minimum order of 24 lines is required. This service will support all rate centers per facility or trunk group within Company's designated service areas.

Customers may choose to have Inbound Digital DID Service From Multiple Rate Center equipped with ISDN Primary Rate Interface (PRI).

For Rate Zones 1, 2, & 3 Monthly recurring rates per T1 apply as follows:

#T-1s	Digital DID/ISDN PRI			Co-Located Digital DID/ISDN PRI		
	MTM	1 YR	2 YR	MTM	1 YR	2 YR
1 - 3	\$1,050	\$850	\$765	\$1,050	\$700	\$630
4 - 6	965	765	680	965	630	560
7 - 11	923	723	638	923	595	525
12 - 18	880	680	595	880	560	490
19 - 27	838	638	553	838	525	455
28+	795	595	510	795	490	420

Non-recurring rates per T1 apply as follows;

Rate Zones	Installation Charge	Non-recurring
All Zones	Reprogramming	\$500.00 per T1/PRI
		\$500.00 per T1/PRI

(N)

(N)

LOCAL EXCHANGE SERVICES

Resold Local Exchange Service (Cont'd)

(J) Grandfathered Globalcom Services - ISDN Primary Rate Interface (PRI) Service

Globalcom ISDN PRI is a competitive digital business telecommunications service offered to all customers located with San Francisco LATA 722 and Los Angeles LATA 730. ISDN PRI is a switched service that provides the end user with clear channel signaling (64Kbs) in increments of 24 channels formatted with a T1 (1.544 Mbps) allowing such uses as carrying voice traffic, packetized data, or acting as common trunks. Globalcom ISDN PRI end users will connect their CPE equipment to Globalcom's central office via T1 connections.

All Customer Provided Equipment (CPE) used with Globalcom ISDN PRI is required to conform with the Bellcore Technical Reference Specifications as used by Globalcom: ISDN Primary Rate Access Transport System Requirements (a module of TSGR, FR-440), Issue Number 01; Technical Reference: TR-TSY- 000754.

*Channelized DIDs are not discounted as number of T1s increase.

Standard Features for Circuit Switched Voice and Circuit Switched Data Services

1. Call by Call for Trunk Groups

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the Globalcom ISDN PRI trunk to share "B" Channels and arrange them as a single trunk group. This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize "B" Channels on a call by call basis. (Without this capability, each service would require "B"channel.) "B" Channel Packet Switched Data Service cannot utilize this capability. ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required to support the request for aggregate bandwidth of each application thus using SS7 interconnection trunks between Globalcom and Pacific Bell. All of the 23 channels (24 where technology permits) are usable as stand alone trunk groups. Trunk groups can be equipped with Direct Inward Dial (DID) functionality.

2. Caller ID Capability

All calling numbers presented to the services working on the ISDN PRI connection can be delivered to the customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers.

3. Clear Channel Capability

ISDN PRI uses a standard 23b +D channel format providing "B" channels solely used for customer applications, since all signaling and control functions are handled by the "D" channel. This allows up to 64 Kbps access on each "B" channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass customer information to distant end terminations where technically feasible via Globalcom ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

4. Digital Voice Transmission

All voice calls are converted from an analog into a digital format to be transported across the network.

5. "D" Channel Control of Multiple Prime

Utilizes a single "D" channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 Mbs for each additional PRI port connection.

6. Equal Access Calling

Allows the customer to predefine an interexchange carrier or randomly access an interexchange carrier for each Trunk Group enabled. The carrier designation can be changed for charges as filed for the State of California with the F.C.C. in Globalcom, Inc.'s Tariff F.C.C. No. 1.

(N)

(N)

LOCAL EXCHANGE SERVICES

Resold Local Exchange Service (Cont'd)

(N)

(B) Optional Features for Circuit Switched Voice and Circuit Switched Data Services

1. Backup "D" Channel Arrangement

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime connections share a "D" single channel. A predetermined "D" channel on another PRI connection would automatically take over call control and signaling functions.

Rate: Individual Case Basis (ICB)

2. System Intercommunication Service

Allows Globalcom ISDN PRI "B" channels to connect to a Centrex business system or another Globalcom ISDN PRI that originates in the same central office. This feature is offered on a per trunk group basis only.

Rate: Individual Case Basis (ICB)

3. Call by Call for FX and Tie Lines

Allows Foreign District (FX) and Tie Line calls to be directed to and originated from ISDN PRI "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services.

Rate: Individual Case Basis (ICB)

4. 2B Channel Transfer

Allows the Customer's CPE to more efficiently use PRI trunk connections for ISDN calling. If an inbound call is forwarded or transferred using two channels in a PRI, the channels that were used to make the connection can be dropped and made available to future calls.

Monthly Recurring Charge: \$75.00

5. Calling Name Delivery

Enables the Customer to receive the name and number of the calling party at a PBX/station equipped with a customer-provided display. The Customer must have a PBX or Key System that is ISDN NI-2 compliant and can accept a PRI.

Monthly Recurring Charge: \$75.00

6. Outbound ANI Over T1

Enables Globalcom outbound Customers to deliver a pre-programmed calling name and calling number over their T1 Trunks. The Customer can request a specific name and number to be delivered when they make an outbound call.

Monthly Recurring Charge: \$50.00

(C) Usage Rates

Voice and circuit switched calls will be subject to the usage charges in the Company's Basic Line Service as shown in Schedule 3 of this tariff.

(D) Line Charges

The rates shown below for Globalcom PRI are exclusive of local and toll usage charges, Globalcom T1, and associated customer premises equipment.

(Rates apply to Zones 1, 2, & 3)

T1 Equivalent	1 year term	2 year term	3 year term
1 - 3	550	523	496

(N)

LOCAL EXCHANGE SERVICES

Resold Local Exchange Service (Cont'd)

(E) Inbound Digital DID From Multiple Rate Centers

Inbound Digital DID Service From Multiple Rate Centers is designed for high volumes of inbound calling. A minimum order of 24 lines is required. This service will support all rate centers per facility or trunk group within Globalcom's designated service areas.

Customers may choose to have Inbound Digital DID Service From Multiple Rate Center equipped with ISDN Primary Rate Interface (PRI).

For Rate Zones 1, 2, & 3 Monthly recurring rates per T1 apply as follows:

#T-1s	Digital DID/ISDN PRI			Co-Located Digital DID/ISDN PRI		
	MTM	1 YR	2 YR	MTM	1 YR	2 YR
1 – 3	\$1,050	\$850	\$765	\$1,050	\$700	\$630

(F) Environmental Impact Fee

This charge is applied to Globalcom 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.

Business \$10.00

(N)

(N)

LOCAL EXCHANGE SERVICES

RULES

No. 1 Definitions

See Schedule Cal. P.U.C. No. 1-T for information regarding definitions.

No. 2 Description of Service

See Schedule Cal. P.U.C. No. 1-T for information regarding Description of Service.

No. 3 Application for Service

See Schedule Cal. P.U.C. No. 1-T for information regarding Application for Service.

No. 4 Contracts

Contracts will only be used in special circumstances for Individual Case Basis (“ICB”) service offerings or Special Construction. Customer and Company can enter into a contract for Centrex service. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer.

No. 5 Special Information Required on Forms

See Schedule Cal. P.U.C. No. 1-T for information regarding Special Information Required on Forms.

No. 6 Advance Payments, Deposits, and Guarantors

See Schedule Cal. P.U.C. No. 1-T for information regarding Advance Payments, Deposits, and Guarantors

No. 7 Notices and Communications

See Schedule Cal. P.U.C. No. 1-T for information regarding Notices and Communications

LOCAL EXCHANGE SERVICES

No. 8 Rendering and Payment of Bills

See Schedule Cal. P.U.C. No. 1-T for information regarding rendering and payment of bills.

No. 9 Disputed Bill Procedure

See Schedule Cal. P.U.C. No. 1-T for information regarding Disputed Bill Procedure

No. 10 Discontinuance and Restoration of Service

See Schedule Cal. P.U.C. No. 1-T for information regarding Discontinuance and Restoration of Service.

No. 11 Request for Old Bill

The Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within 15 days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills the following fees will apply:

Bills dated within 90 days prior to receipt of request \$1.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers

Bills dated more than 90 days but less than 12 months \$5.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers

Bills dated more than 12 months but less than 48 months \$20.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers

The Company will not provide a second copy of a bill that is more than 48 months old.

The Company shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit. The processing fee for any requested bill(s) is \$1.00 per bill if the invoice date is less than ninety (90) days prior to the date of the request, \$5.00 per bill if the invoice date is more than ninety (90) days and less than twelve (12) months prior to the date of the request and \$20.00 per bill if the invoice date is more than twelve (12) months prior to the date of the request.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 12 Temporary Service

From time to time, First Communications LLC may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

No. 13 Continuity of Service

See Schedule Cal. P.U.C. No. 1-T for information regarding Continuity of Service

No. 14 Extensions

Extension line service is not offered by First Communications LLC.

No. 15 Service Connections and Facilities on Customer's Premises

- (A) Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by the Company is not part of a joint undertaking with such carriers.
- (B) Interconnection with the facilities or services of other carrier shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- (C) Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 16 Measurement of Service

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.

Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.

Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

Formula:

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

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 17 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. The company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding.

No. 18 Limitation of Liability

See Schedule Cal. P.U.C. No. 1-T for information regarding Limitation of Liability

No. 19 Limitations of Service

See Schedule Cal. P.U.C. No. 1-T for information regarding Limitations of Service

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 20 Use of Service

- (A) Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- (B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title, and interest to such items remain, at all times, solely with the Company.
- (C) Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- (D) Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the company jointly participates with the Customer in the provision of the service.
- (E) Any individual of company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 20 Use of Service (cont'd)

(F) Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

(G) Unauthorized Use

1. Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.
2. Service shall not be used for any purpose in violation of law.
3. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the company's reasonable ability to provide the service to others.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 21 Responsibilities of the Customer

- (A) The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulation; 4) payment of charges for calls originated from the Customer's telephone lines.
- (B) The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- (C) The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.
- (D) The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 21 Responsibilities of the Customer (cont'd)

- (E) The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished or (2) use of facilities 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 the reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability arising out of any commission or omission by the customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and 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.
- (F) In addition, and without limitation, the Customer, authorized user, or joint 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 claims, including but not limited to slander, libel, or infringement.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 22 Special Construction

(A) Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of (a), (b), and (c).

(B) To the extent that there is not other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- 1 The period on which the termination liability is based is the estimated service life of the facilities provided.
- 2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1 equipment and materials provided or used;
 - 2 engineering, labor, and supervision;
 - 3 transportation; and
 - 4 rights of way and/or any required easements;
 - b. license preparation, processing, and related fees;
 - c. tariff preparation, processing and related fees;
 - d. cost of removal and restoration, where appropriate; and
 - e. any other identifiable costs related to the specially constructed or rearranged facilities.
- 3 The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in the preceding section by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in the preceding section shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 23 Non-routine Installation and/or Maintenance

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

No. 24 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

LOCAL EXCHANGE SERVICES

No. 25 Services for the Deaf and Disabled

The Company will provide telecommunications relay access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. Company representatives may be contacted at (800) 274-1015 to assist customers with disabilities or Customer may contact the California Telephone Access Program (CTAP) directly by visiting their website www.ddtp.org or calling (800) 806-1191 (voice) or (800) 806-4474 (TTY).

The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.

- (A) Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this tariff.
- (B) The following calls may not be placed through the Relay Service:
 - 1 calls to informational recordings and group bridging service;
 - 2 calls to time or weather recorded messages;
 - 3 station sent paid calls from coin telephones; and
 - 4 operator-handled conference service and other teleconference calls.
- (C) Liability

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

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 26 Emergency Telephone Number Service (911 Service)

See Schedule Cal. P.U.C. No. 1-T for information regarding Emergency Telephone Number Service (911 Service)

No. 27 Reserved for future use.

No. 28 Change of Service Providers

See Schedule Cal. P.U.C. No. 1-T for information regarding Change of Service Providers.

No. 29 Privacy

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

The Company adopts and will comply with the privacy rules set forth in Appendix B of CPUC Decision Nos. 83-06-066, 83-06-073, and 83-09-061. As set forth below, the Company may be required to release nonpublic Customer information without first notifying the Customer and obtaining written consent. For example, the Company will provide required Customer information to an emergency agency answering a 911 call or other call communicating an imminent threat to life or property; to law enforcement agencies in response to lawful process; to collection agencies for the purpose of collecting unpaid debts; to other telephone companies (including local and long distance carrier) as necessary to provide service within or between service areas; and to the Federal Communications Commission of the CPUC. The Company may be required to provide the names and addresses of Customers subscribing to Lifeline service to other certificated California utilities for use in outreach programs.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 29 Privacy (cont'd)

(A) Customer Credit Information and Calling Records

CPUC Decision Nos. 92860 and 9336, direct that each communications utility incorporate the provisions of the privacy rule set out in Appendix B of that decision as a part of its tariff. The Company adopts that rule as set out in Appendix B:

1. Definitions

- (1) **Credit Information** - A Customer's credit information is the information contained in the Customer's utility account record, including, but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, customer's social security and/or driver's license number, billing name, location of previous service. Not included in customer credit information for purposes of these rules are: non-published Customer information, or Customer's name, address and telephone number as listed in the telephone directory.
- (2) **Calling Records** - Calling Records are the records of calls made from a Customer's telephone no matter how recorded and regardless of whether such information appears in the Customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registered are examples of calling records.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 29 Privacy (cont'd)

2. Release of Customer Credit Information and Calling Records

A Customer's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

- (1) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or
- (2) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they exist, have been followed. The utility shall not produce the records if there has not been compliance with the CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.
- (3) Upon receiving permission of the Customer to release the information.

3. Deferral of Notice

- (1) Notification to the Customer will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made, upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the Customer of its receipt of the subpoena before divulging the information or records requested.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 29 Privacy (cont'd)

- (2) The 90- day period can be extended for successive 90- day periods upon a new written certification in each instance that there is a probable cause to believe notification to the customer would impede investigation of an offense pursuant to which the subpoena or warrant was issued.
- (3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, of that person is unavailable, by another member or the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
- (4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the Customer.

4. Exception to Procedure for Release of Credit or Calling Records

The procedure set forth above does not apply where the requester is a collection agency working for the utility on the Customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

5. Retention of Records

Records of request for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the Customer is notified in writing of the request. A copy of the letter of notification which was sent to the Customer shall also retained for a like period of one year.

No. 30 Directories

The Company will make one printed directory available to each Customer at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party. Additional directories will be provided at charges specified in Rate Schedule 3 of this tariff.

LOCAL EXCHANGE SERVICES

No. 31 Nonpublished Service

Upon a Customer's request, the Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. The applicable monthly charge applies as indicated in Rate Schedule 3 of this tariff. This information, as well as call-forwarding information from such unlisted telephone number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of nonpublished information as set forth below.

1. Agencies Authorized to Receive Nonpublished Information

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

An agency of the federal government which is lawfully authorized to:

Conduct investigations or make arrests for violations of the criminal laws of the United States; or,
Prosecute violations of the criminal laws of the United States; or,
Enforce civil sanctions which are ancillary to criminal statutes; or,
Conduct investigations into matters involving the national security of the United States; or,
Protect federal or foreign officials; or,
Conduct emergency rescue operations.
Any public health agency of the State of California or of a city, county, or other local government.
County of city 911 projects.

State Fire Marshall and Local Fire Departments or Fire Protection Agencies.

Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.

California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 31 Nonpublished Service (cont'd)

2. Procedure for Release of Nonpublished Information to Authorized Agencies

A telephone company shall only provide nonpublished information to persons within agencies who are either:

Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or,

Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life threatening situation; or,

Employees of an authorized federal agency acting in an official capacity; or,

Employees of a county or city 911 project when acting in an official capacity; or,

Employees of an agency listing in the proceeding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

Nonpublished information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 31 Nonpublished Service (cont'd)

Nonpublished information shall also be released by a telephone company to an authorized agency upon the agency's telephone request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request, and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one the previously designated persons.

The nonpublished information requested by telephone shall be provided by the company only on a call back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the Company a letter confirming the request.

3. Notification to Customer

The telephone company shall not notify the Customer regarding the release of the Customer's nonpublished number unless the Customer contacts the Company and specifically requests to know whether their nonpublished information has been released.

When a Customer inquires of the Company whether their nonpublished information has been released, the customer shall be informed that of information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the Customer will receive no communication from the Company.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 31 Nonpublished Service (cont'd)

If the requesting agency certifies that disclosure to a Customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.

The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance.

If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a Customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the Company that such information was released and which agency received the information.

4. Exception for Health Officers

No notification shall ever be made to a Customer that nonpublished information was released to an authorized public health agency provided that chief health officer or designated health officer from the agency certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 31 Nonpublished Service (cont'd)

5. Release of Information to Interexchange Carriers

The Company will provide nonpublished information to an interexchange Carrier who needs the information for allocation, billing or service purposes.

6. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone companies for at least one year. When an agency requests that notice to the Customer be withheld, the telephone company shall retain the records involved for a period not less than one year from the date on which the period of nondisclosure expires.

7. Unsolicited Telephone Efforts

The Company will not contact nonpublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 32 Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission's Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the CPUC include the provisions of the rule set forth in Appendix B of that decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

'Appendix B'

1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 32 Legal Requirements for Refusal or Discontinuance of Service (cont'd)

3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.
4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issues in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediately and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 32 Legal Requirements for Refusal or Discontinuance of Service (cont'd)

6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
8. The term "person," as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a police officer, a governmental agency, and an individual.
9. The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 33 Blocking Access to 900 and 976 Information Services

At the request of the Customer, the Company will block Customer's access to 900 and 976 pay-per-call telephone information services at no charge on a per-line basis. The Company will inform the Customer of the availability of blocking service at the time service is initially ordered.

No. 34 Demarcation Points

(A) Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

(B) Local Loop Demarcation Point

1 The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

2 The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 34 Demarcation Points (cont'd)

- 3 The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph below. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.
- 4 Exceptions:
 - a. Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.
 - b. Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the equipment where the equipment has been provided by the Company.
 - c. Company-Provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the Customer or building owner, and includes the equipment.
 - d. If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (also known as Direct Feed), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from location to another location.
 - e. Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 34 Demarcation Points (cont'd)

- f. Carrier Points of Presence (POP): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, the Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

(C) INC Demarcation Point

1. The Intrabuilding Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the Customer's responsibility to provide inside wire, standard jacks, and customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the Customer.
2. The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 below and B4 preceding.
3. Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

LOCAL EXCHANGE SERVICES

(D) Inside Wire Demarcation Point

- 1 The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
- 2 The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and the CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 34 Demarcation Points (cont'd)

(E) Continuous Property

- 1 Continuous Property is land which is:
 - a. wholly owned by a single individual or entity, regardless of whether the owner leases¹ all or a portion(s) of the property to another and
 - b. which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare² or the property of another.
- 2 There are three basic types of Continuous Properties:
 - a. Single-tenant commercial in which one owner or tenant occupies all building.
 - b. Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
 - c. Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

¹ The property retains its character as a Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g., apartment buildings or complexes. Condominiums also are Continuous Property.

² A “public thoroughfare” is a street, road, or other means of passage across a property which is not subject to restrictions on ingress, egress, or boundaries.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 34 Demarcation Points (cont'd)

Single family homes and properties within which a portion(s) of the land is owned by separate entities and portion(s) is owned by the entities in common³ do not constitute Continuous Property.

- 3 Continuous Property
 - a. For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
 - b. It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer's request and expense, provide INC.
- 4 Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in this tariff, except as provided in the preceding paragraph.
- 5 The INC and Inside Wire Demarcation Points are located as described above.

³ Such as townhomes and homes in gated communities.

LOCAL EXCHANGE SERVICES

RULES (cont'd)

No. 34 Demarcation Points (cont'd)

- 6 At the request of a property owner, a Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owned property and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property, provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

No. 35 CAB Contact Information

California Public Utilities Commission's Resolution No. CSD-5 requires that each communications utility operating under the jurisdiction of the CPUC to include the following CAB Contact Information:

*If you are not satisfied with **First Communications, LLC**'s response, submit a complaint to the California Public Utilities Commission (CPUC) by visiting <http://www.cpuc.ca.gov/complaints/>. Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), which can be reached by the following means if you prefer not to submit your complaint online:*

*Telephone: 1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)
Mail: California Public Utilities Commission, Consumer Affairs Branch,
505 Van Ness Avenue, Room 2003, San Francisco, CA 94102*

If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If you prefer having your calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

LOCAL EXCHANGE SERVICES

<i>Type of Call</i>	<i>Language</i>	<i>Toll-free 800 Number</i>
<i>TTY/VCO/HCO to</i>	<i>English</i>	<i>1-800-735-2929</i>
<i>Voice</i>	<i>Spanish</i>	<i>1-800-855-3000</i>
<i>Voice to</i>	<i>English</i>	<i>1-800-735-2922</i>
<i>TTY/VCO/HCO</i>	<i>Spanish</i>	<i>1-800-855-3000</i>
<i>From or to</i>	<i>English &</i>	<i>1-800-854-7784</i>
<i>Speech-to- Speech</i>	<i>Spanish</i>	

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC specifically regarding the accuracy of your bill, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

LOCAL EXCHANGE SERVICES

SECTION 4 – SAMPLE FORMS

Individual Case Basis Agreement

This Individual Case Basis (ICB) Service Agreement ("Agreement") is between First Communications, LLC, an Ohio company, or its assigns, ("First") at 3340 West Market Street, Akron, OH 44333, and _____ herein called ("Customer"), whose address is _____.

This Agreement is effective when signed by both the parties and subsequently approved by the California Public Utilities Commission ("CPUC") or Federal Communications Commission ("FCC"), as appropriate.

1. SERVICE TERM

- Month-to-Month 1 Year 2 Year 3 Year 5 Year

The Service Term begins on the date the Service is installed, but in no event prior to the receipt of the required approval of the CPUC or FCC. Following the expiration of the term, the Agreement shall continue on a month-to-month basis upon the terms and conditions and pricing then in effect and specified in the applicable tariff(s).

2. SERVICE

(a) Service Type and Quantity (check all that apply)

- Calling Plan _____
- Access _____ Type _____ Quantity _____
- Local IntraLATA Long Distance Toll-Free Calling Card
- Point to Point - Type: _____ Quantity _____
- Calling Features: _____
- Other (For Internet Service use Internet Agreement): _____

(b) ICB Arrangement (specific ICB rates must be listed): _____

(c) The telecommunications services offered by First under this Agreement are offered pursuant to First's tariffs, which are filed with the CPUC for intrastate services and with the FCC for interstate services. The services provided hereunder are offered under, and pursuant to, the pricing, terms, conditions and limitations as set forth in such tariffs. Customer agrees to abide by and be bound by the terms and conditions and applicable nonrecurring and monthly recurring charges of said tariffs and said tariffs are fully incorporated herein. The tariffs are available for review at First's offices. For services that are not tariffed, the terms and conditions of this Agreement shall govern, except that, for services provided hereunder that are also offered under one or more tariffs, in the event of a conflict between this Agreement and such tariff, the tariff shall control.

(d) This Agreement shall at all times be subject to such changes and modifications by the CPUC and the FCC, as said Commissions may, from time to time, direct in the exercise of their appropriate jurisdiction.

TERMS AND CONDITIONS CONTINUE ON REVERSE

By Signing This Form, I Agree To Pay All Charges Incurred On My First Communications LLC., Account, Including Any Applicable Federal State Or Local Use, Excise, Sales, Privilege Taxes, Duties Or Similar Liabilities By The Stated Due Date And To Adhere To All Of The Terms And Conditions Set Forth In This Agreement. Further, I Represent That I Am Authorized To Approve And Accept The Responsibility Of The Terms And Conditions Herein.

First Communications LLC

CUSTOMER:
Company / Organization Name

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

LOCAL EXCHANGE SERVICES

SECTION 4 – SAMPLE FORMS (continued)

Sample Customer Notice of Discontinuance of Service for Non-Payment of Bills

(date)

Customer Name
Customer Address
Customer telephone number and/or account number

Dear (Customer):

Our records indicate that the subject account remains past due. We request payment in the amount of \$(amount) be received in our office no later than (date). On (date plus 7 days) a disconnect order will be submitted to our order cancellation department if payment has not been received by that time. If your service is disconnected, you will be required to pay a deposit equal to two months' usage, in addition to reconnect charges of (reconnect amount). Your local service will not be disconnected for non-payment of any charges for unregulated telecommunications services that may be included in the amount shown above.

To prevent an interruption in service and to avoid the additional charges **PLEASE MAIL YOUR PAYMENT TODAY** to:

Accounts Payable
First Communications LLC
3340 W. Market Street
Akron, OH 44333

If you believe that the amount now overdue was billed in error, First will investigate the disputed amount upon written request. If, after investigation and review by First, there is still disagreement over the amount due, you may appeal the dispute to the Consumer Affairs Branch of the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, 1-800-649-7570.

If you have any questions regarding the amount due or wish to make arrangements for payment, please contact your First representative at 1-800-860-1261.

(Service Representative)
First Communications LLC