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Tariff F.C.C. No. 2  
Third Revised Page 1  
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COMMUNICATIONS SERVICES TARIFF

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CHECK SHEET

All pages inclusive of this Tariff, pages 1 through 8-2 are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff that are in effect on the date shown.

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SECTION 2 - REGULATIONS

2.2 Undertaking of Carrier

2.2.1 Service is furnished for interstate communications originating or terminating at specified points within Company's operating territory as defined in Section 7.1, following.

2.2.2 Company shall provide service in accordance with the terms and conditions set forth in this Tariff.

2.2.3 Company may, when authorized by Customer and agreed to by Company, act as Customer's agent for ordering facilities provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or service.

2.2.4 Company will pass on and bill to Customer any charges it incurs (including applicable recurring and nonrecurring charges and any time and material charges) from other service providers, such as ILECS and CLECS, necessary to complete provision of a service offered in this Tariff to Customer's designated premises.

2.2.5 Service is provided on a monthly basis unless ordered on a longer term basis, and is available 24 hours per day, seven days per week.

2.2.6 Purchases of the same service from any of the Company's F.C.C. Tariffs shall be included toward Customer's total volume commitments for the service. (T)  
(T)

2.3 Limitations on Service

2.3.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff.

2.3.2 Company reserves the right to discontinue furnishing service, or to limit the use of service, when necessitated by conditions beyond its control, when Customer is using service in violation of the law or in violation of the provisions of this Tariff, or for nonpayment by Customer.

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SECTION 2 - REGULATIONS, (cont'd.)

2.10 Taxes

2.10.1 Service may be subject to Federal, state and/or local taxes at the prevailing rates. Such taxes are listed as separate line items on Customer's invoice, are not included in the rates and charges listed herein, and shall be paid by Customer in addition to the rates and charges stated in this Tariff.

2.10.2 To the extent that a municipality, other political subdivision or local agency of government, or the Commission, imposes upon and collects from Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, regulatory or other fee, such taxes and fees shall, insofar as practicable, be billed pro rata to Customers receiving service within the territorial limits of such municipality, other political subdivision, or local or Federal government or agency.

2.10.3 Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF). Imposition, billing and collection of such rates and charges are subject to billing and other system changes by Company.

(A) For Recovery of Contributions Paid by Company to USF

Telecommunications services provided by Company are subject to an undiscountable monthly USF Fee, payable by Customer. The fee shall be calculated as follows: The gross amounts (exclusive of taxes) attributable to interstate and international services billed to Customer by Company multiplied by 10.9%. The USF will not be assessed to the extent Company is not assessed a fee on the billed charges.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.5 Rate Regulations, (cont'd.)

(B) Rate Elements

(1) HiBAC Broadband Access Point:

A nonrecurring charge and a monthly rate, based on the bandwidth level of the port connection (i.e., DS3, OC3c or OC12c), apply per port for each digital special access line or EtherPoint<sup>SM</sup> connection to the network supporting HiBAC Service. This configuration is used for connecting two networks together for bidirectional messaging. Each port can accommodate multiple PVCs. The Broadband Access Point is also available under a one, three or five-year plan. Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

(T)

(2) HiBAC UNI Port Only:

A nonrecurring charge and a monthly rate, based on the bandwidth level (i.e., 56 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, DS1, DS3 or OC3c) and protocol (ATM or frame relay) of each port connection, apply per port for each digital special access line or EtherPoint connection to the network supporting HiBAC Service. Each port can accommodate multiple PVCs. Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

(T)

(a) User-to-Network Interface (UNI) Port Only:

The UNI port provides for a user to carrier connection (i.e., end user Customer to Company).

(3) HiBAC UNI Port and Access Line:

A nonrecurring charge and a monthly rate, based on the bandwidth level (i.e., 56 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, DS1, DS3 or OC3c) and protocol, ATM or Frame Relay, of the port connection, apply per port for each physical connection to the network supporting HiBAC Service. Each port can accommodate multiple PVCs.

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# Service availability limited. Refer to # footnote on Page 5-26

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(14) Existing Term and Volume Plan Conversions

Existing DSL Solutions I TVP arrangements covered in this section may be converted to new Dedicated High-Speed Internet Business Class<sup>SM</sup> arrangements covered under Part III of this tariff without the assessment of termination liability beginning June 7, 2001 and ending August 7, 2001. The conversion of the existing arrangements will include the following conditions: (T)

- (a) An existing DSL Solutions I TVP arrangement may only be converted to a new Dedicated High-Speed Internet Business Class Service of the same plan period or a longer plan period. (T)  
(i.e. 5-year plan to 5-year plan, 3-year plan to 5-year plan) (T)
- (b) All of the existing DSL Solutions I service arrangements will be converted to the new Dedicated High-Speed Internet Business Class Service rates associated with the selected term and volume commitment. (T)  
(T)
- (c) All of the converted service arrangements that remain in-service will count towards the volume commitment level for the Dedicated High-Speed Internet Business Class plan selected. (T)
- (d) The new Dedicated High-Speed Internet Business Class will have the same service anniversary date as the existing DSL Solutions I TVP. (T)
- (e) Any accrued Shortfall Charges associated with the existing DSL Solutions I TVP will be waived; however, Customer will be responsible for any Shortfall Liability under Dedicated High-Speed Internet Business Class. (T)  
(T)
- (f) Any accrued Minimum In Service Commitment associated with the existing DSL Solutions I TVP will be waived.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service (T)

5.9.1 Service Description

- (A) Dedicated High-Speed Internet Business Class Service is a data access services that use DSL technology to transport data over compatible facilities to an end user premises. Data traffic generated by a Company-provided or Customer-provided modem is transported to the Dedicated High-Speed Connection Point. From there, the traffic is transported to the End User's Information Service Provider (ISP) or content provider via Company's other data network interface services. (T)
- (B) The following types of Dedicated High-Speed Internet B Business Class services are available based on the upstream and downstream speed combinations chosen by Customer: (T)
  - (1) Dedicated High-Speed Internet Business Class 768K/128K - provides maximum speeds of 768 Kilobits Per Second (Kbps) downstream and 128 Kbps upstream. (T)
  - (2) Dedicated High-Speed Internet Business Class 1.5M/128K - provides maximum speeds of 1.5 Megabits Per Second (Mbps) downstream and 128 Kbps upstream. (T)
  - (3) Dedicated High-Speed Internet Business Class 1.5M/384K - provides maximum speeds of 1.5 Mbps downstream and 384 Kbps upstream. (T)
  - (4) Dedicated High-Speed Internet Business Class 7.1M/768K - provides maximum speeds of 7.1 Mbps downstream and 768 Kbps upstream. (T)
  - (5) Dedicated High-Speed Internet Business Class 384K/384K - provides maximum speeds of 384 Kbps downstream and 384 Kbps upstream. (T)
  - (6) Dedicated High-Speed Internet Business Class 768K/768K - provides maximum speeds of 768 Kbps downstream and 768 Kbps upstream. (T)
  - (7) Dedicated High-Speed Internet Business Class 3M/768K - provides maximum speeds of 3 Mbps downstream and 768 Kbps upstream. (T)

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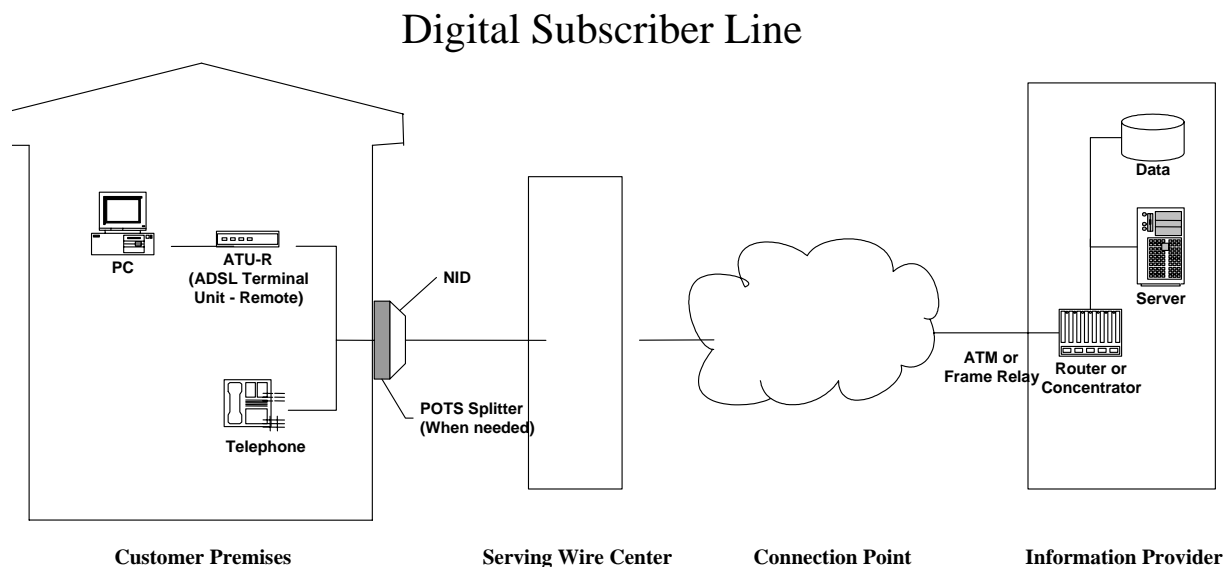
SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.1 Service Description, (cont'd.)

(C) The data speeds listed above are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors. Therefore, performance levels cannot be guaranteed. This includes data speeds, throughput, and packet loss.

(D) The following diagram depicts a generic view of the components of Dedicated High-Speed Internet Business Class and the manner in which the components are combined to provide a complete Dedicated High-Speed Internet Business Class connection. (T)  
(T)





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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.1 Service Description, (cont'd.)

(E) Optional Features

(1) Direct PVC Premium Service

Direct PVC Premium Service allows the Customer to provide its end-user with a static Internet Protocol (IP) address on a Dedicated High-Speed Internet Business Class arrangement by using a Direct Permanent Virtual Circuit (PVC) architecture. (T)  
(T)

Direct PVC Premium Service will be provided subject to the availability and limitations of Company facilities.

The existing network architecture supports the capability to assign static IP addresses. Direct PVC Premium Service is available as a non-chargeable option.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.2 Terms and Conditions

- (A) Company will provision and maintain Dedicated High-Speed Internet Business Class Service from the Dedicated High-Speed Internet Business Class Point to the Network Interface Device (NID) at the End User's designated premises. Company will advise Customer of any additional equipment necessary to support Dedicated High-Speed Internet Business Class Service. Customer is responsible for obtaining the necessary additional equipment, including any required splitters or filter and a compatible DSL modem. (T)  
(T)
- (B) Customer will provide Company with the necessary information (e.g., End User name and address, circuit information, serving area, etc.) to provision Dedicated High-Speed Internet Business Class Service. (T)  
(T)
- (C) Access from Dedicated High-Speed Internet Business Class Connection Point will be provided via Company's data network interface services. These services may include, but not limited to, Frame Relay Service (FRS), Asynchronous Transfer Mode Cell Relay Service (ATM), High Capacity Broadband Access Cloud (HiBAC) and Dedicated Special Access services. A minimum connection speed of DS-1 or higher is required for ATM, HiBAC, and FRS data network interface services. The rates and charges for these data network interface services are in addition to the rates and charges for Dedicated High Speed Internet Business Class Service. (T)  
(T)
- (D) Company offers Dedicated High-Speed Internet Business Class Solutions service over available, compatible facilities to Customers to serve End Users who subscribe to Company's local exchange service. In addition, Company offers Dedicated High-Speed Internet Business Class Service over available, compatible facilities to Customers to serve End Users who do not subscribe to Company's local exchange service in the following circumstances: (T)  
(T)
  - (1) Where an existing Customer's End User switches its existing local exchange service from Company to a carrier that does not use Company's switching facilities and does not require a dispatch of Company personnel to the End User's premises.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.2 Terms and Conditions, (cont'd.)

- (E) Company will qualify facilities or obtain qualification information on facilities to determine the suitability of such facilities for Dedicated High-Speed Internet Business Class Service. Company will not provide Dedicated High-Speed Internet Business Class Service on facilities that are unsuitable for the service, nor will Company provide Dedicated High-Speed Internet Business Class Service if it determines that such provision will produce interference to other services. (T)
- (F) Dedicated High-Speed Internet Business Class Service will be provided subject to the availability and limitations of Company facilities. (T)
- (G) Company reserves the right to interrupt temporarily Dedicated High-Speed Internet Business Class Service for maintenance, software upgrades, and in emergency situations. (T)
- (H) Customer will obtain the appropriate authorization to allow Company's employees or agents to enter the end user's designated premises at any reasonable hour for the purpose of installing, inspecting, or repairing Dedicated High-Speed Internet Business Class Service arrangement, or, upon termination of Dedicated High-Speed Internet Business Class Service, removing Company's equipment. Customer will present evidence of such authorization to Company upon request. (T)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.3 Rate Regulations

- (A) Monthly Rate - A Monthly Recurring Charge (MRC) applies for each Dedicated High-Speed Internet Business Class arrangement. Monthly rate schedules that are available include month-to-month, one-year term, and Five-Year Volume and Term Discount Plans (VTDP). However, VTDP rates are not available for the 3M/768K speed. All Dedicated High-Speed Internet Business Class arrangements are also available under a Five-Year Term and Volume Discount Plan (Business Class 5N-TVDP) as described in Section 5.11 following. (T)  
(T)
- (B) Service Activation - A single Nonrecurring Charge (NRC) applies for the initial service activation associated with each Dedicated High-Speed Internet Business Class arrangement ordered. (T)  
(T)
- (C) ISP/Content Provider Change - A single NRC applies for activities associated with a change in ISP/Content Provider per each Dedicated High-Speed Internet Business Class arrangement changed. (T)  
(T)
- (D) Speed Change-Downward - A single NRC applies for activities associated with a downward change in speed from one service type to another with each Dedicated High-Speed Internet Business Class arrangement changed. (T)  
(T)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.3 Rate Regulations, (cont'd.)

- (E) Speed Change-Upward - A single NRC applies for activities associated with an upward change in speed from one service type to another with each Dedicated High-Speed Internet Business Class arrangement changed. (T)
- (1) For term plan Customers of record prior to April 29, 2003, the Speed Change-Upward NRC is waived except when the Customer converts to a Dedicated High-Speed Internet Business Class Service Five-Year Term and Volume Discount Plan (Business Class 5N-TVDP) as set forth in Section 5.11.1 within 6 months of making an upward speed change. (T)  
(T)
- (F) Software Change - A single NRC applies for a software change associated with the remapping of circuit information or other software changes associated with a Dedicated High-Speed Internet Business Class arrangement. This charge also applies when the Customer's Dedicated High-Speed Internet Business Class Service is validly assigned, or is suspended and transitioned to a new provider due to nonpayment. The Software Change charge applies to the new provider on a per software change basis. (T)  
(T)
- (G) For Customers ordering Schedule 5E of the Volume and Term Discount Plan who cancels Dedicated High-Speed Internet Business Class Service to designated premises within 30 days of installation, Customer will not be charged the foregoing recurring monthly rate or nonrecurring charge. (T)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.3 Rate Regulations, (cont'd.)

(H) Customer may migrate from Dedicated High-Speed Internet Service or DSL Solutions I or II Service to Dedicated High-Speed Internet Business Class Service. If Customer is under an existing volume and term plan for one or more of such service, it will migrate to the equivalent volume and term level for Dedicated High-Speed Internet Business Class Service. For example, if Customer subscribes to the Dedicated High Speed Internet Service Five-Year VTDP, Schedule F, it would migrate to Schedule E of the Five-Year VTDP for Dedicated High-Speed Internet Business Class Service. The date Customer first subscribed to either Dedicated High-Speed Internet Service or DSL Solutions VTDP will be the service anniversary date under the Dedicated High-Speed Internet Business Class Service VTDP. Customer's existing Dedicated High-Speed Internet Service and DSL Solutions lines will be counted for purposes of determining Customer's volume attainment for Dedicated High-Speed Internet Business Class Service. Such existing lines may not be adjusted immediately to reflect the speed combinations available for Dedicated High-Speed Internet Business Class Service. (T)

(I) Direct PVC Premium Service Charge

As described in Section 5.9.1(E)(1)(b) previously, a monthly recurring charge applies for each Direct PVC Premium Service. The charge applies to all available Dedicated High-Speed Internet Business Class speeds and is in addition to the rates and charges for the associated Dedicated High-Speed Internet Business Class arrangement. (T)

If a Customer elects to disconnect Direct PVC Premium Service and maintain the underlying Dedicated High-Speed Internet Business Class service arrangement, a new Service Activation Charge, as specified in Section 5.9.6(D) following, will apply. (T)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.4 One-Year Term Plan

(A) Description

Dedicated High-Speed Internet Business Class One-Year Term Plan provides Customers discounted rates based on commitments of a specific term. The One-Year Term Plan encompasses all of Customer's Dedicated High-Speed Internet Business Class arrangements. (T)  
(T)  
(T)

If Customer is not the end user of the service, then Customer who purchases Dedicated High-Speed Internet Business Class Service under the One-Year Term Plan assumes the following obligations: (T)

- (1) Customer will submit orders to Company electronically in a format and manner designated by Company;
- (2) Customer will provision all Customer premises equipment to its End Users;
- (3) Customer will deal directly with its End Users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- (4) Customer will not direct its End Users to contact Company regarding any aspect of the service.

Two rate schedules are available for the One-Year Term Plan:

Schedule I is available to Customers that subscribe to the One-Year Term Plan on or before August 31, 2001.

Schedule II is available to Customers that subscribe to the One-Year Term Plan on or after September 1, 2001.

At expiration of the One-Year Term Plan, Customer may choose to convert to the month-to-month rates, or continue with rates, charges, terms and conditions in effect at the end of the expiring Term Plan on a year-to-year basis. A conversion to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

One-Year Term Plans are subject to payments for early termination.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.)

5.9.4 One-Year Term Plan, (cont'd.)

(B) Termination without Liability

Customer may terminate a term plan without termination liability should the monthly rates increase during the term of the existing term plan. Subsequent to a rate increase, Customer must either elect to terminate the term plan without liability or continue the term plan at the new rate.

End users subscribing to Dedicated High-Speed Internet Business Class Service arrangement(s) under a one-year term who change to an ISP/Content Provider subscribing to Dedicated High-Speed Internet Business Class under a Five-Year Volume and Term Discount Plan are automatically included in the ISP/Content Provider's Five-Year VTDP. No termination liability applies to the terminated one-year term plan of the end user. (T)

(C) Termination Liability

If Customer elects to discontinue its term plan prior to the end of the commitment period, termination liability charges will apply. Liability will be the difference between what would have been charged had Customer had the month-to-month rate for each Dedicated High-Speed Internet Business Class Service arrangement in-service at the end of each month Customer subscribed to the term plan less all payments made and owed. (T)



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.5 Five-Year Volume and Term Discount Plan (VTDP)

(A) Description

Dedicated High-Speed Internet Business Class VTDP provides Customers discounted rates based on commitments of a specific term with minimum volumes. The VTDP rates in this Tariff are applied by service type and only to the Dedicated High-Speed Internet Business Class arrangements covered by this Tariff. (T)

Customer who purchases Dedicated High-Speed Internet Business Class Service under the VTDP assumes the following obligations: (T)

- (1) Customer will submit orders to Company electronically in a format and manner designated by Company;
- (2) Customer will provision all Customer premises equipment to its end users;
- (3) Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- (4) Customer will not direct its end users to contact Company regarding any aspect of the service.,

The Five-Year VTDP has five optional volume Commitment Levels, A through E. Each Commitment Level has minimum service arrangement volumes assigned for each year of the VTDP. The Commitment Level includes all of Customer's in-service Dedicated High-Speed Internet Business Class and Hawaiian Telcom Premium DSL (as described in Section 5.12 following) arrangements provided under this Tariff, and the Dedicated High-Speed Internet Business Class and Hawaiian Telcom Premium DSL arrangements. Commitment Levels are selected by Customer and must be designated in Customer's order for VTDP. The Commitment Levels are shown in this Section. (T)  
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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.)

(T)

5.9.5 Five-Year Volume and Term Discount Plan (VTDP), (cont'd.)

(A) Description, (cont'd.)

Contract Year One will begin on the service anniversary date as defined below. The service anniversary date is the date of the order for VTDP designating the Commitment Level and Term, except for the Five-Year Commitment Levels D and E. For Customers selecting the Five-Year Commitment Levels D or E, the service anniversary date is the date six months after the subscription order is submitted, allowing a "Ramp-Up Period". Each Contract Year runs 12 months from its service anniversary date ("Contract Year").

At expiration of a VTDP, Customer may choose a new VTDP, convert to the month-to-month rates, or continue with rates, charges, terms and conditions and Commitment Level in effect at the end of the expiring VTDP on a year-to-year basis. A conversion to a new VTDP or to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

VTDP is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.5 Five-Year Volume and Term Discount Plan (VTDP), (cont'd.)

(B) Annual Review

The Commitment Level is reviewed at the end of each Contract Year ("Company-provided annual review") on the service anniversary date. A count is taken of all Dedicated High-Speed Internet Business Class arrangements in-service as of the last day of the Contract Year. Customers who do not meet the minimum quantity of in-service arrangements for their Commitment Level on such date will be so notified. (T)

If, at the annual review, the total quantity of Dedicated High-Speed Internet Business Class arrangements that Customer has in-service on the last day of the Contract Year does not meet the minimum arrangement volume applicable to Customer's subscribed Commitment Level, a Shortfall Liability will be assessed. In addition, Customers with Five-Year Commitment Levels B through E with less than the minimum arrangement volumes will be reassigned to a reduced Commitment Level for the next year based on their current arrangement volume (e.g., a Five-Year VTDP Customer in Commitment Level C with 40,000 arrangements in-service at the end of year three would be placed in Commitment Level B for year four). As an alternative to reassignment, Customer may stay in its existing Commitment Level for the subsequent year by paying the Alternative Shortfall Liability specified below. (T)

Solely at the end of Contract Year One, Customers with Five-Year Commitment Levels D through E, regardless of whether such Customers have met the minimum arrangement volumes for their chosen Commitment Levels, will be automatically continued in their chosen Commitment Levels for Contract Year Two, subject to the Shortfall Liability described below, but will be reassigned in the remaining years, if necessary, based on their arrangement volumes.

At the end of any Contract Year, Customer may elect to move to a higher Commitment Level for the next Contract Year and for the remainder of the VTDP, if it has met the minimum arrangement volume for its existing Commitment Level. However, should Customer fail to meet the minimum arrangement volume for the higher Commitment Level by the end of the Contract Year following such election, an additional charge will be assessed equal to 10% of the Shortfall Liability for the Contract Year, as specified below.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.5 Five-Year Volume and Term Discount Plan (VTDP), (cont'd.)

(C) Shortfall Liability

Shortfall liability applies to any VTDP Customer with Commitment Levels A through E that fails to meet the minimum arrangement volumes for its designated commitment level.

Shortfall liability is based on the difference between the monthly rate for the designated commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of in-service Dedicated High-Speed Internet Business Class arrangements at the end of the contract year. The shortfall liability is equal to the difference in the monthly rate multiplied by the sum of all arrangements in-service at the end of each month during such Contract Year. For example, at the end of Contract Year Two, a Five-Year VTDP Customer with Commitment Level C and only 10,000 arrangements in-service will be assessed the difference in the monthly rate between Commitment Level B and Commitment Level C for each arrangement in-service at the end of each month during the contract year. (T)  
(T)

Customer may stay in its commitment level by paying an alternative shortfall liability equal to the minimum arrangement volume applicable to its Commitment Level less the actual number of Dedicated High-Speed Internet Business Class arrangements in-service at the end of the contract year multiplied by the current monthly rate for the selected commitment level, multiplied by six. (T)  
(T)

Customers who subscribe to Commitment Level E of the Five-Year VTDP shall not be assessed shortfall liability in a contract year if Customer has 95% of the minimum number of DSL service arrangements at the end of such contract year.

An additional payment of 10% of the shortfall liability is assessed those Customers who fail to meet the minimum arrangement volume after moving to a higher commitment level the previous year.

Customers who fall below the minimum arrangement volume for Commitment Level A in any contract year will be terminated from the VTDP and will be subject to termination liability. All of Customer's Dedicated High-Speed Internet Business Class arrangements will revert to basic month-to-month rates. (T)  
(T)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.5 Five-Year Volume and Term Discount Plan (VTDP), (cont'd.)

(D) Termination without Liability

Customer may terminate a VTDP without termination liability or shortfall liability should the monthly rates increase during the term of the existing VTDP. Subsequent to a rate increase, Customer must either elect to terminate the VTDP without liability, negotiate a new VTDP, or continue the VTDP at the new rate. Customer's continuation in the VTDP 30 days or more following a rate increase shall constitute Customer's election to continue the VTDP at the new rate.

(E) Termination Liability

If Customer elects to discontinue its VTDP prior to the end of the commitment period, termination liability charges will apply. Liability will be the lesser of the charges determined by the following calculations:

- (1) The difference between what would have been charged had Customer had the month-to-month rate for each Dedicated High-Speed Internet Business Class arrangement in-service at the end of each month Customer subscribed to the VTDP less all payments made and owed, including any shortfall liability payments made and owed. (T)  
(T)
- (2) A charge for the remainder of the commitment period calculated by multiplying the termination fee by the number of months remaining in the Customer's Commitment Period. The termination fee for each Commitment Level is shown in Section 5.9.6(E) following.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.6 Rates and Charges

(A) Month-to-Month Plan\*

	<u>Monthly Rate</u>	
Dedicated High-Speed Internet Business Class 768K/128K	\$39.95	(T)
Dedicated High-Speed Internet Business Class 1.5M/128K	\$39.95	
Dedicated High-Speed Internet Business Class 1.5M/384K	\$39.95	
Dedicated High-Speed Internet Business Class 7.1M/768K	\$109.95	
Dedicated High-Speed Internet Business Class 384K/384K	\$46.00	
Dedicated High-Speed Internet Business Class 768K/768K	\$80.00	
Dedicated High-Speed Internet Business Class 3M/768K	\$39.95	(T)

(B) One-Year Term Plan\*

Schedule I - Applicable to Customers that subscribe to the One-Year Term Plan on or before August 31, 2001.

Dedicated High-Speed Internet Business Class 768K/128K	\$32.50	(T)
Dedicated High-Speed Internet Business Class 1.5M/128K	\$36.50	
Dedicated High-Speed Internet Business Class 1.5M/384K	\$41.50	
Dedicated High-Speed Internet Business Class 7.1M/768K	\$102.95	
Dedicated High-Speed Internet Business Class 384K/384K	\$39.00	
Dedicated High-Speed Internet Business Class 768K/768K	\$68.00	(T)

Schedule II - Applicable to Customers that subscribe to the One-Year Term Plan on or after September 1, 2001.

Dedicated High-Speed Internet Business Class 768K/128K	\$37.50	(T)
Dedicated High-Speed Internet Business Class 1.5M/128K	\$37.50	
Dedicated High-Speed Internet Business Class 1.5M/384K	\$37.50	
Dedicated High-Speed Internet Business Class 7.1M/768K	\$102.95	
Dedicated High-Speed Internet Business Class 384K/384K	\$44.00	
Dedicated High-Speed Internet Business Class 768K/768K	\$68.00	
Dedicated High-Speed Internet Business Class 3M/768K	\$37.50	(T)

\* Wholesale rates are also available to eligible Telecommunications Carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.6 Rates and Charges, (cont'd.)

(C) Five-Year Volume and Term Discount Plan

Note: CL = Commitment Level, CY = Contract Year, and Mo. Rate = Monthly Rate

Dedicated High-Speed Internet Business Class (T)  
 (T)

						768K/128K	1.5M/128K	1.5M/384K
<u>CL</u>	<u>CY1</u>	<u>CY2</u>	<u>CY3</u>	<u>CY4</u>	<u>CY5</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>
A	125(C)	375	625	1,250	2,500	\$34.50	\$38.50	\$43.50
B	2,500	7,500	22,500	37,500	50,000	\$33.95	\$37.95	\$42.95
C	5,000	15,000	45,000	75,000	100,000	\$32.95	\$36.95	\$41.95
D	25,000	75,000	225,000	375,000	500,000	\$31.95	\$35.95	\$40.95
E	50,000	150,000	450,000	750,000	1,000,000	\$29.95	\$33.95	\$38.95

Dedicated High-Speed Internet Business Class (T)  
 (T)

						7.1M/768K	384K/384K	768K/768K
<u>CL</u>	<u>CY1</u>	<u>CY2</u>	<u>CY3</u>	<u>CY4</u>	<u>CY5</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>
A	125	375	625	1,250	2,500	\$98.95	\$42.00	\$56.00
B	2,500	7,500	22,500	37,500	50,000	\$92.95	\$40.00	\$55.40
C	5,000	15,000	45,000	75,000	100,000	\$87.95	\$39.00	\$54.50
D	25,000	75,000	225,000	375,000	500,000	\$84.95	\$38.00	\$52.25
E	50,000	150,000	450,000	750,000	1,000,000	\$81.95	\$36.50	\$50.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Dedicated High-Speed Internet Business Class<sup>SM</sup> Service, (cont'd.) (T)

5.9.6 Rates and Charges, (cont'd.)

(D) Nonrecurring Charges\*\*

(1)	Service Activation	\$60.00
(2)	ISP/Content Provider Change	\$60.00
(3)	Speed Change – Downward	\$0.00
(4)	Speed Change – Upward	\$0.00
(5)	Software Change*	\$6.00

\* For existing Customers, the software change fee shall not be assessed for one year for any DS3s of Customers subscribing to the Five-Year Volume and Term Discount Plan offering 5E which are in service as of the effective date of this Tariff.

\*\* Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996 only if the corresponding monthly rate in the Month-to-Month Plan or One-Year Term Plan offering is subject to a Section §251(c)(4) discount.

(E) Termination Liability Charges

<u>Commitment Level</u>	<u>Termination Fee</u>
A	\$6,000.00
B	\$150,000.00
C	\$250,000.00
D	\$1,250,000.00
E	\$2,500,000.00

(F) Optional Features

	<u>Monthly Rate#</u>
Direct PVC Premium Service - Per Arrangement	\$15.00

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# Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.1 Service Description, (cont'd.)

(C) Optional Features

(1) Direct PVC Premium Service

Direct PVC Premium Service allows the Customer to provide its end-user with a static Internet Protocol (IP) address on a Dedicated High Speed Internet Business Class<sup>SM</sup> Service arrangement by using a Direct Permanent Virtual Circuit (PVC) architecture.

(T)

(T)

Direct PVC Premium Service will be provided subject to the availability and limitations of Company facilities.

The existing network architecture supports the capability to assign static IP addresses. Direct PVC Premium Service is available as a non-chargeable option in Hawaii.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.4 One-Year Term Plan, (cont'd.)

(B) Termination without Liability

Customer may terminate a term plan without termination liability should the monthly rates increase during the term of the existing term plan. Subsequent to a rate increase, Customer must either elect to terminate the term plan without liability or continue the term plan at the new rate.

End users subscribing to Dedicated High-Speed Internet Business Class<sup>SM</sup> arrangement(s) under a one-year term who change to an ISP/Content Provider subscribing to Dedicated High-Speed Internet Business Class Service under a Five-Year Volume and Term Discount Plan are automatically included in the ISP/Content Provider's Five-Year VTDP. No termination liability applies to the terminated one-year term plan of the end user. (T)

(C) Termination Liability

If Customer elects to discontinue its term plan prior to the end of the commitment period, termination liability charges will apply. Liability will be the difference between what would have been charged had Customer had the month-to-month rate for each DRL arrangement in-service at the end of each month Customer subscribed to the term plan less all payments made and owed. (T)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

- 5.11 Dedicated High-Speed Internet Business Class<sup>SM</sup> Five-Year Term and Volume Discount Plan (T)  
("Business Class 5N-TVDP") (T)

5.11.1 Description

Dedicated High-Speed Internet Business Class Five-Year Term and Volume Discount Plan ("Business Class 5N-TVDP") provides Customers discounted rates for Dedicated High-Speed Internet Business Class (described in Section 5.9.1 preceding) based on commitments of a specific term with minimum volumes. Business Class 5N-TVDP is subject to the terms and conditions set forth in Section 5.9.2 preceding. Hawaiian Telcom Premium DSL Service is subject to the terms and conditions set forth in Section 5.12.2 following. (T)

A Customer who purchases Business Class 5N-TVDP assumes the following obligations: (T)

- (1) Customer will submit orders to Company electronically in a format and manner designated by Company;
- (2) Customer will provision all Customer premises equipment to its end users;
- (3) Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- (4) Customer will not direct its end users to contact Company regarding any aspect of the service.
- (5) Customer agrees to be billed via Company's standard billing system for Dedicated High-Speed Internet Business Class. (T)

The Business Class 5N-TVDP has three optional volume Commitment Levels, A, B and C. Each Commitment Level has minimum service arrangement volumes assigned for each year of the plan. The Commitment Level includes all of Customer's billed Dedicated High-Speed Internet Business Class and Hawaiian Telcom Premium DSL (as described in Section 5.12 following) arrangements except any services not converted from a 5-Year VTDP offered under this tariff. Business Class 5N-TVDP rates are applied by service type. Commitment Levels are selected by Customer and must be designated in Customer's order for Business Class 5N-TVDP. The Commitment Levels are specified in Section 5.11.7 following. (T)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

- 5.11 Dedicated High-Speed Internet Business Class<sup>SM</sup> Five-Year Term and Volume Discount Plan (T)  
("Business Class 5N-TVDP"), (cont'd.) (T)

5.11.1 Description, (cont'd.)

Customer with an existing 1-Year Term Plan may migrate all existing service arrangements to a Business Class 5N-TVDP without termination liability. (T)

Customers with an existing 5-Year Volume and Term Discount Plan have the following options:

- Option 1: Customer may convert all existing service arrangements to a Business Class 5N-TVDP. The service anniversary date of the 5-Year VTDP being converted will continue to apply. Customer will remain liable for any accrued Shortfall Liability under a 5-Year VTDP. The number of Dedicated High-Speed Internet Business Class arrangements billed under the 5-Year VTDP being converted will apply to satisfy the minimum arrangement volumes of the Business Class 5N-TVDP. (T)  
(T)
- Option 2: Customer may subscribe to a Business Class 5N-TVDP plan in addition to its existing 5-Year VTDP. The service anniversary date of the existing 5-Year VTDP will remain in effect, and a new service anniversary date will be established for the Business Class 5N-TVDP. Dedicated High-Speed Internet Business Class arrangements billed under the 5-Year VTDP will not apply to satisfy the minimum arrangement volumes of the Business Class 5N-TVDP. Similarly, the number of Dedicated High-Speed Internet Business Class arrangements billed under the Business Class 5N-TVDP will not apply to satisfy the minimum arrangement volumes of the 5-Year VTDP. (T)  
(T)  
(T)  
(T)  
(T)  
(T)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

- 5.11 Dedicated High-Speed Internet Business Class<sup>SM</sup> Five-Year Term and Volume Discount Plan (T)  
("Business Class 5N-TVDP"), (cont'd.) (T)

5.11.1 Description, (cont'd.)

At the expiration of a Business Class 5N-TVDP, Customer may commit to a new (T)  
Business Class 5N-TVDP, convert to month-to-month or One-Year Term Plan rates as (T)  
specified in Section 5.9.6 preceding, or continue with rates, charges, terms and conditions  
in effect at the end of the expiring Business Class 5N-TVDP on a year-to-year basis. A (T)  
commitment to a new Business Class 5N-TVDP, conversion to month-to-month or One- (T)  
Year Term Plan rates, or a request to discontinue service will require that Customer  
submit a service change order.

The Business Class 5N-TVDP is subject to payments for missed annual commitments (T)  
("Shortfall Liability") and for early termination ("Termination Liability").

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

- 5.11 Dedicated High-Speed Internet Business Class<sup>SM</sup> Five-Year Term and Volume Discount Plan (T)  
("Business Class 5N-TVDP"), (cont'd.) (T)

5.11.2 Annual Review

The Commitment Level is reviewed at the end of each Subscription Year on the service anniversary date. A count is taken of all billed Dedicated High-Speed Internet Business Class arrangements as of the last day of the Subscription Year. Customers who do not meet the minimum quantity of billed arrangements for their Commitment Level on such date will be so notified. (T)  
(T)

Subscription Year One will begin on the service anniversary date, which is the Subscription Date indicated on the Application For Service agreement signed by the Company and the Customer. Each Subscription Year runs 12 months from its service anniversary date.

If, at the annual review, the total quantity of billed Dedicated High-Speed Internet Business Class arrangements that Customer has on the last day of the Subscription Year does not meet the respective minimum Annual Commitment Level, a Shortfall Liability will be assessed. In addition, Customers with Commitment Levels B and C with less than the minimum arrangement volumes will be reassigned to a reduced Commitment Level for the next year based on their current arrangement volume (e.g., a Business Class 5N-TVDP Customer in Commitment Level C with 125,000 arrangements billed at the end of year three would be placed in Commitment Level B for year four). (T)  
(T)  
(T)  
(T)

At the end of any Subscription Year, Customer may elect to move to a higher Commitment Level for the next Subscription Year and for the remainder of the Business Class 5N-TVDP, if it has met the minimum arrangement volume for its existing Commitment Level. However, should Customer fail to meet the minimum arrangement volume for the higher Commitment Level by the end of the Subscription Year following such election, an additional charge will be assessed equal to 10% of the Shortfall Liability for the Subscription Year, as specified following. (T)  
(T)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

- 5.11 Dedicated High-Speed Internet Business Class<sup>SM</sup> Five-Year Term and Volume Discount Plan (T)  
("Business Class 5N-TVDP"), (cont'd.) (T)

5.11.3 Shortfall Liability

Shortfall liability applies to any Business Class 5N-TVDP Customer that fails to meet the minimum arrangement volumes for its designated commitment level. (T)

Shortfall liability is based on the difference between the monthly rate for the designated commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of billed Dedicated High-Speed Internet Business Class arrangements at the end of the Subscription Year. The shortfall liability is equal to the difference in the monthly rate multiplied by the sum of all arrangements billed at the end of each month during such Subscription Year. For example, at the end of Subscription Year Two, a Business Class 5N-TVDP Customer with Commitment Level C and only 10,000 arrangements in-service will be assessed the difference in the monthly rate between Commitment Level B and Commitment Level C for each arrangement billed at the end of each month during the Subscription Year. (T)

Customer may stay in its commitment level by paying an alternative shortfall liability equal to the minimum arrangement volume applicable to its Commitment Level less the actual number of Dedicated High-Speed Internet Business Class arrangements billed at the end of the Subscription Year multiplied by the current monthly rate for the selected commitment level, multiplied by six. (T)

An additional payment of 10% of the shortfall liability is assessed those Customers who fail to meet the minimum arrangement volume after moving to a higher commitment level the previous year.

Customers who fall below the minimum arrangement volume for Commitment Level A in any Subscription Year will be terminated from the Business Class 5N-TVDP and will be subject to termination liability (refer to Section 5.11.5). All of Customer's Dedicated High-Speed Internet Business Class arrangements will revert to the basic month-to-month rates specified in Section 5.9.6 preceding. (T)

If a Customer falls below the minimum volume for Commitment Level A and is terminated from the Business Class 5N-TVDP twice, in consecutive Subscription Years, the Customer may not subscribe to any term plan for 12 months after being moved to month-to-month rates. (T)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

- 5.11 Dedicated High-Speed Internet Business Class<sup>SM</sup> Five-Year Term and Volume Discount Plan (T)  
("Business Class 5N-TVDP"), (cont'd.) (T)

5.11.4 Termination Without Liability

Customer may terminate a Business Class 5N-TVDP without termination liability or shortfall liability should the monthly rates increase during the term of the existing Business Class 5N-TVDP, exclusive of any increase due to local, state or federal fees, taxes or surcharges. Subsequent to a rate increase, Customer must either elect to terminate the plan without liability or continue the Business Class 5N-TVDP at the new rate. Customer's continuation in the Business Class 5N-TVDP 30 days or more following a rate increase shall constitute Customer's election to continue the plan at the new rate. (T)

5.11.5 Termination Liability

If Customer elects to discontinue its Business Class 5N-TVDP prior to the end of the commitment period, termination liability charges will apply. Liability will be the difference between what would have been charged had Customer had the month-to-month rate set forth in Section 5.9.6 preceding for each Dedicated High-Speed Internet Business Class arrangement billed at the end of each month Customer subscribed to the Business Class 5N-TVDP less all payments made and owed, including any shortfall liability payments made and owed. (T)

5.3.6 Rate Regulations

- (A) Monthly Rate - A monthly recurring charge (MRC) applies for each Dedicated High-Speed Internet Business Class arrangement. (T)
- (B) Service Activation - A single Nonrecurring Charge (NRC) applies for the initial service activation associated with each Dedicated High-Speed Internet Business Class arrangement ordered. (T)
- (C) ISP/Content Provider Change - A single NRC applies for activities associated with a change in ISP/Content Provider per each Dedicated High-Speed Internet Business Class arrangement changed. (T)



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

- 5.11 Dedicated High-Speed Internet Business Class<sup>SM</sup> Five-Year Term and Volume Discount Plan (T)  
("Business Class 5N-TVDP"), (cont'd.) (T)

5.11.6 Rate Regulations, (cont'd.)

- (D) Speed Change-Downward - A single NRC applies for activities associated with a downward change in speed from one service type to another with each Dedicated High-Speed Internet Business Class arrangement changed. (T)  
(T)
- (E) Speed Change-Upward - A single NRC applies for activities associated with an upward change in speed from one service type to another with each Dedicated High-Speed Internet Business Class arrangement changed. (T)  
(T)
- (F) Software Change - A single NRC applies for a software change associated with the remapping of circuit information or other software changes associated with a Dedicated High-Speed Internet Business Class arrangement. This charge also applies when the Customer's Dedicated High-Speed Internet Business Class is validly assigned, or is suspended and transitioned to a new provider due to nonpayment. The Software Change charge applies to the new provider on a per software change basis. (T)  
(T)
- (G) Customer ordering Commitment Level C of the Business Class 5N-TVDP who cancels Dedicated High-Speed Internet Business Class to designated premises within 30 days of installation will not be charged the foregoing recurring monthly rate or nonrecurring charge. (T)  
(T)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.11 Dedicated High-Speed Internet Business Class<sup>SM</sup> Five-Year Term and Volume Discount Plan (T)  
("Business Class 5N-TVDP"), (cont'd.) (T)

5.11.7 Rates and Charges

(A) Monthly Rates

						Dedicated High-Speed Internet Business Class 5N-TVDP			(T)
									(T)
<u>CL</u>	<u>SY1</u>	<u>SY2</u>	<u>SY3</u>	<u>SY4</u>	<u>SY5</u>	768K/128K <u>Mo. Rate</u>	1.5M/128K <u>Mo. Rate</u>	1.5M/384K <u>Mo. Rate</u>	
A	50	100	150	200	250	\$28.95	\$28.95	\$28.95	
B	400	800	1,200	1,600	2,000	27.95	27.95	27.95	
C	50,000	100,000	150,000	200,000	250,000	26.95	26.95	26.95	

						Dedicated High-Speed Internet Business Class 5N-TVDP			(T)
									(T)
<u>CL</u>	<u>SY1</u>	<u>SY2</u>	<u>SY3</u>	<u>SY4</u>	<u>SY5</u>	7.1M/768K <u>Mo. Rate</u>	384K/384K <u>Mo. Rate</u>	768K/768K <u>Mo. Rate</u>	
A	50	100	150	200	250	\$92.95	\$40.00	\$56.00	
B	400	800	1,200	1,600	2,000	87.95	38.00	54.00	
C	50,000	100,000	150,000	200,000	250,000	81.95	34.00	50.00	

						Dedicated High-Speed Internet Business Class 5N-TVDP			(T)
									(T)
<u>CL</u>	<u>SY1</u>	<u>SY2</u>	<u>SY3</u>	<u>SY4</u>	<u>SY5</u>	3M/768K <u>Mo. Rate</u>			
A	50	100	150	200	250	\$28.95			
B	400	800	1,200	1,600	2,000	27.95			
C	50,000	100,000	150,000	200,000	250,000	26.95			

Note: CL = Annual Commitment Level (billed lines in service)  
SY = Subscription Year  
Mo. Rate = Monthly Rate

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

- 5.11 Dedicated High-Speed Internet Business Class<sup>SM</sup> Five-Year Term and Volume Discount Plan (T)  
("Business Class 5N-TVDP"), (cont'd.) (T)

5.11.7 Rates and Charges, (cont'd.)

(B) Nonrecurring Charges

(1)	Service Activation	\$60.00
(2)	ISP/Content Provider Change	\$60.00
(3)	Speed Change – Downward	\$0.00
(4)	Speed Change – Upward	\$0.00
(5)	Software Change	\$6.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.12 Hawaiian Telcom Premium DSL<sup>SM</sup> ("Premium DSL")

(T)

5.12.1 Description

Premium DSL is a high-speed symmetrical (upstream and downstream data rates are equal) data-only access service. Premium DSL also features static IP Addressing, Variable Bit Rate Non-Real Time Quality of Service and support for multiple users. The service uses DSL technology to transport data over compatible facilities to an end user premises. Data traffic generated by a customer-provided modem is transported to the Premium DSL Connection Point. From there, the traffic is transported to the end user's Information Service Provider (ISP) or content provider via other Telephone Company services.

- (A) Static IP Addressing — The Internet Protocol (IP) address assigned to a computer never changes. The static IP address becomes the permanent address of the computer on the internet, making it possible for other Internet users to locate and connect to the computer.
- (B) Variable Bit Rate Non-Real Time Quality of Service — Provides Customers with traffic prioritization throughout the ATM network. For example, during times of congestion on the network, the data of Premium DSL Customers will have a significantly higher bandwidth prioritization (i.e., low cell loss) over the data of other non-Premium DSL Customers.

Five service level tiers of Premium DSL are available:

- (1) 192/192 Kbps
- (2) 384/384 Kbps
- (3) 768/768 Kbps
- (4) 1.1/1.1 Mbps
- (5) 1.5/1.5 Mbps

The data speeds listed above are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.12 Hawaiian Telcom Premium DSL<sup>SM</sup> ("Premium DSL"), (cont'd.)

(T)

5.12.2 Terms and Conditions

The minimum service period for Premium DSL is one year. In the event Premium DSL is disconnected in less than one year, a minimum service period charge, as described in 5.12.4 following, will be assessed.

Premium DSL is provided subject to the availability and limitations of Telephone Company facilities and related equipment.

The Company will provision and maintain Premium DSL from the Premium DSL Connection Point to the network interface device (NID) at the designated end user premises. The Company will advise the Customer of any additional equipment necessary to support Premium DSL. The Customer is responsible for obtaining the necessary additional equipment, such as a compatible DSL modem.

Access from Premium DSL Connection Point may be provided via Telephone Company data network interface services such as Frame Relay Service, Asynchronous Transfer Mode (ATM) Service and dedicated Special Access services. The regulations, rates and charges for the specific type of service apply as specified in other Telephone Company tariff(s) from which the service is ordered and are in addition to rates and charges for Premium DSL.

The Customer will provide the Company with the necessary information (e.g., name and address/location, telephone number, serving area, etc., related to end user and ISP/Content Provider) to provision Premium DSL.

The Company will obtain qualification information on facilities to determine suitability of such facilities for Premium DSL. The Company will not provide Premium DSL on facilities that are unsuitable for the service, nor will the Company provide Premium DSL if it determines that such provision will produce interference to other services.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.12 Hawaiian Telcom Premium DSL<sup>SM</sup> ("Premium DSL"), (cont'd.)

(T)

5.12.2 Terms and Conditions, (cont'd.)

The Company reserves the right to temporarily interrupt Premium DSL for maintenance, software upgrade and in emergency situations. The Customer will obtain authorization from the end user to allow the Company employees or its authorized agents to enter end user's designated premises at any reasonable hour for the purpose of installing, inspecting or repairing the Premium DSL arrangement. The Customer will also obtain permission from the end user, upon termination of Premium DSL, to allow Company employees or its authorized agents to enter the premises at a reasonable hour to remove any Company equipment. The Customer will present evidence of such authorizations to the Company upon request. The Company may terminate an end user's Premium DSL in the event such authorizations are not obtained and maintained.

Scheduled maintenance activities that adversely affect service will be conducted during pre-determined maintenance windows at time intervals that have the least likelihood of interruption to service during peak usage periods.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.12 Hawaiian Telcom Premium DSL<sup>SM</sup> ("Premium DSL"), (cont'd.)

(T)

5.12.3 Rate Regulations

- (A) Monthly Rate — A monthly recurring charge applies for each Premium DSL arrangement.
- (B) DSL Installation Charge — A nonrecurring DSL Installation Charge applies for the installation/acquisition of loop facilities from the Premium DSL Connection Point to the end user's premises.
- (C) Service Activation — A nonrecurring charge applies for the initial service activation associated with each Premium DSL arrangement.
- (D) ISP/Content Provider Charge — A nonrecurring charge applies for activities associated with a change in ISP/Content Provider for each Premium DSL arrangement changed.
- (E) Speed Change/Downward — A nonrecurring charge applies for activities associated with a downward change in speed from one service type to another with each Premium DSL arrangement changed.
- (F) Speed Change/Upward — No nonrecurring charge applies for activities associated with an upward change in speed from one service type to another with each Premium DSL arrangement changed.
- (G) Software Change — A nonrecurring charge applies for a software change associated with the remapping of circuit information or other software changes associated with a Premium DSL arrangement. This charge is applied on a per software change basis. This charge also applies when the Customer's Premium DSL service is validly assigned, or when the Customer's Premium DSL service is suspended and transitioned to a new provider due to nonpayment. In this case, the software change charge applies to the new provider on a per software change basis.
- (H) Service Aggregation — The number of billed Premium DSL arrangements provided under this tariff may apply to satisfy the minimum arrangement volumes the Customer has committed to under either a VTDP or Business Class 5N-TVDP for Dedicated High-Speed Internet Business Class Service. Premium DSL rates and charges set forth in 5.12.5 apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.12 Hawaiian Telcom Premium DSL<sup>SM</sup> ("Premium DSL"), (cont'd.)

(T)

5.12.4 Minimum Service Period Charge

The Customer may disconnect Premium DSL without a minimum service period charge should the monthly rate increase during the term of the existing one year commitment, exclusive of any increase due to local, state or federal fees, taxes or surcharges. The Telephone Company will notify the Customer in advance of any upcoming rate increase in order to allow sufficient time for the Customer to determine if it wishes to disconnect Premium DSL.

Upon notification by the Telephone Company of an upcoming rate increase, the Customer must either elect to disconnect the service without liability or continue the service at the new rate. The Customer's continuation of Premium DSL 30 days or more following a rate increase shall constitute the Customer's election to continue at the new rate.

If a Customer elects to discontinue Premium DSL prior to the end of the one year minimum service period without the occurrence of a Premium DSL rate increase, a minimum service period charge will apply. The minimum service period charge is equal to the lesser of \$250.00, or the monthly rate for the Customer's service, as set forth herein, times the number of months remaining in the initial one year minimum service period.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.12 Hawaiian Telcom Premium DSL<sup>SM</sup> ("Premium DSL"), (cont'd.) (T)

5.12.5 Rates and Charges

(A) Monthly Rates

	<u>Monthly Rate*</u>
Premium DSL 192 Kbps	\$85.00
Premium DSL 384 Kbps	\$108.00
Premium DSL 768 Kbps	\$125.00
Premium DSL 1.1 Mbps	\$163.00
Premium DSL 1.5 Mbps	\$222.00

(B) Nonrecurring Charges\*

	<u>Nonrecurring Charges</u>
DSL Installation Charge	\$150.00
Service Activation	\$60.00
ISP/Content Provider Change	\$60.00
Speed Change - Downward	\$35.00
Speed Change - Upward	\$0.00
Software Change	\$6.00

\* Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996 and are set forth in Section 5.2.6.F of this tariff.