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April 3, 2008

**Via E-Filing**

Ms. Renee Jenkins, Commission Secretary  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 13th Floor  
Columbus, Ohio 43215

**RE: BullsEye Telecom, Inc.**  
**Application to Detariff - Case No. 08-0314-TP-ATA**

Dear Ms. Jenkins:

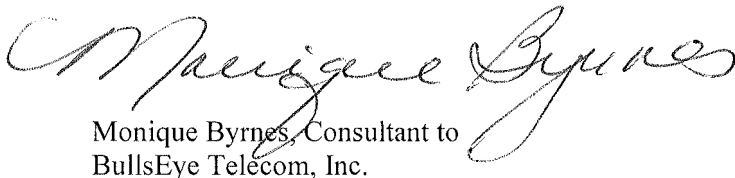
Attached for filing on behalf of BullsEye Telecom, Inc. is the Application to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD. The Company respectfully requests an effective date of April 3, 2008 for this filing..

The following items are included with this filing:

Application Form for Detariffing and Related Actions  
Exhibit A - Existing Tariff  
Exhibit B - Proposed Replacement Tariff  
Exhibit C - Summary of Changes  
Exhibit D - Explanation of Compliance  
Exhibit E - Customer Notice  
Exhibit F - Customer Notice Affidavit

Any questions regarding this filing may be directed to my attention at (407) 740-3005 or via email to [mbyrnes@tminc.com](mailto:mbyrnes@tminc.com). Thank you for your assistance.

Sincerely,



Monique Byrnes, Consultant to  
BullsEye Telecom, Inc.

*MB/sp*

Attachments

cc: P. West – BullsEye  
file: BullsEye – OH Local  
tms: OHf0803

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

**Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD**  
**(Effective: 10/01/2007 through 04/01/2008)**

In the Matter of the Application of ) TRF Docket - **TP** - **TRF**  
**BullsEye Telecom, Inc.** ) Case No. **08-** - **0314** **TP** - **ATA**  
To Detariff Certain Tier 2 Services and make other changes ) **NOTE: Unless you have reserved a Case No. leave the "Case No"**  
related to the Implementation of Case No. 06-1345-TP-ORD ) **fields BLANK**

Name of Registrant(s) **BullsEye Telecom, Inc.**  
DBA(s) of Registrant(s) \_\_\_\_\_  
Address of Registrant(s) **25900 Greenfield Road, Suite 330, Oak Park, MI 48237**  
Company Web Address **www.bullseyetelecom.com**  
Regulatory Contact Person(s) **Monique Byrnes, Consultant** Phone **407-740-3005** Fax **407-740-0613**  
Regulatory Contact Person's Email Address **mbyrnes@tminc.com**  
Contact Person for Annual Report **Monique Byrnes, Consultant** Phone **407-740-3005** Fax **407-740-0613**  
Address (if different from above) **Technologies Management, Inc. 2600 Maitland Center Parkway., Suite 300, Maitland, FL 32751**  
Consumer Contact Information **Scott Loney** Phone **248-784-2509**  
Address (if different from above) **25900 Greenfield Road, Suite 330, Oak Park, MI 48237**

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**Part II – Exhibits**

**Note that the following exhibits are required for all filings using this form.**

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages. Replacement Tariff Filed
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> <li>citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. – Attestation**

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

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**AFFIDAVIT**

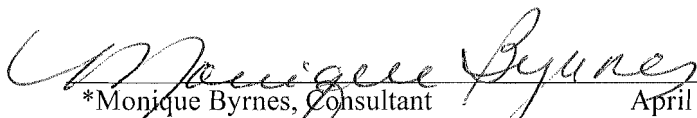
***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, BullsEye Telecom, Inc. and am authorized to make this statement on its behalf.

I, Monique Byrnes, Consultant to BullsEye Telecom, Inc. attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 3, 2008 at Maitland, FL 32751



\*Monique Byrnes, Consultant

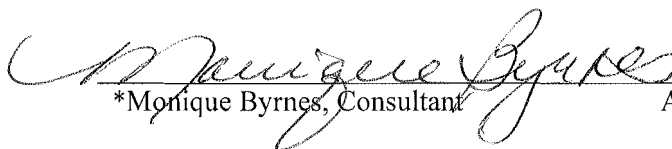
April 3, 2008

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

---

**VERIFICATION**

I, Monique Byrnes, Consultant to BullsEye Telecom, Inc. verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.



\*Monique Byrnes, Consultant

April 3, 2008

*\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

---

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

**BullsEye Telecom, Inc.**

EXHIBIT A

EXISTING TARIFF

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

Second Revised Page 1  
Cancels First Revised Page 1

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF OHIO  
IN THE COUNTIES OF

Adams	Franklin	Lorain (N)	Richland (N)
Allen (N)	Fayette	Lucas	Ross
Auglaize (N)	Fulton (N)	Madison	Sandusky
Ashland (N)	Gallia	Mahoning	Scioto
Athens	Geauga	Marion (N)	Seneca
Belmont	Greene	Medina (N)	Shelby
Brown	Guernsey	Meigs (N)	Stark
Butler	Hancock	Mercer (N)	Summit
Carroll	Hardin (N)	Miami	Trumbull
Champaign	Harrison	Monroe	Tuscarawas (T)
Clark	Highland	Montgomery	Union (N)
Clermont (N)	Holmes (N)	Morgan	Van Wert (N)
Clinton	Hocking	Muskingham	Vinton (N)
Columbiana	Huron (N)	Noble	Warren
Cochocton	Jackson (N)	Ottawa (N)	Washington
Crawford (N)	Jefferson	Paulding (N)	Wayne
Cuyahoga	Lake	Perry	Williams (N)
Darke (N)	Lawrence	Pickaway	Wood
Defiance (N)	Licking	Pike (N)	Wyandot
Delaware	Logan (N)	Portage	
Erie		Preble (N)	
Fairfield			

---

ISSUED: February 25, 2005

EFFECTIVE: February 25, 2005

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 05-\_\_\_\_-TP-AAC

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

ohl0504

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

31<sup>st</sup> Revised Page 2  
Cancels 30<sup>th</sup> Revised Page 2

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**CHECK SHEET**

Pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Date</u>
1	2nd Revised	February 25, 2005
2	31 <sup>st</sup> Revised	April 2, 2008
3	7 <sup>th</sup> Revised	July 21, 2006
4	3rd Revised	February 25, 2005
4.1	18 <sup>th</sup> Revised	April 2, 2008
5	23 <sup>rd</sup> Revised	April 2, 2008
6	Original	
7	2 <sup>nd</sup> Revised	October 12, 2005
8	3 <sup>rd</sup> Revised	July 20, 2005
9	1 <sup>st</sup> Revised	August 21, 2003
10	1 <sup>st</sup> Revised	April 2, 2008
11	1 <sup>st</sup> Revised	November 17, 2002
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	1 <sup>st</sup> Revised	February 20, 2004
18	Original	
19	Original	
20	Original	
21	Original	
22	Original	
23	Original	
24	Original	
25	Original	

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ISSUED: April 2, 2008

EFFECTIVE: April 2, 2008

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 08-0167-TP-ATW

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

OHI0802b

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

7<sup>th</sup> Revised Page 3  
Cancels 6<sup>th</sup> Revised Page 3

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**CHECK SHEET, (CONT'D)**

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26	Original		
27	1 <sup>st</sup> Revised	November 11, 2004	
28	1 <sup>st</sup> Revised	November 11, 2004	
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		
34	3 <sup>rd</sup> Revised	July 21, 2006	*
34.1	Original	July 21, 2006	*
35	Original		
36	Original		
37	Original		
38	Original		
39	Original		
39.1	Original	October 12, 2005	
40	2nd Revised	February 25, 2005	
41	1 <sup>st</sup> Revised	August 21, 2003	
42	1 <sup>st</sup> Revised	August 21, 2003	
43	1 <sup>st</sup> Revised	August 21, 2003	
44	1 <sup>st</sup> Revised	August 21, 2003	
45	1 <sup>st</sup> Revised	August 21, 2003	
46	1 <sup>st</sup> Revised	August 21, 2003	
47	1 <sup>st</sup> Revised	August 21, 2003	
48	1 <sup>st</sup> Revised	August 21, 2003	
49	1 <sup>st</sup> Revised	August 21, 2003	
50	1 <sup>st</sup> Revised	August 21, 2003	

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ISSUED: June 21, 2006

EFFECTIVE: July 21, 2006

Issued under authority of the Public Utilities Commission of Ohio,  
in Case No. 06-822-TP-ATA  
Scott Loney, Vice President, Marketing and Regulatory Affairs  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

ohl0604

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

3rd Revised Page 4  
Cancels 2nd Revised Page 4

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51	1 <sup>st</sup> Revised	August 21, 2003
52	1 <sup>st</sup> Revised	August 21, 2003
53	1 <sup>st</sup> Revised	August 21, 2003
54	1 <sup>st</sup> Revised	August 21, 2003
55	1 <sup>st</sup> Revised	August 21, 2003
56	1 <sup>st</sup> Revised	August 21, 2003
57	1 <sup>st</sup> Revised	August 21, 2003
58	1 <sup>st</sup> Revised	August 21, 2003
59	1 <sup>st</sup> Revised	August 21, 2003
60	1 <sup>st</sup> Revised	August 21, 2003
61	1 <sup>st</sup> Revised	August 21, 2003
62	1 <sup>st</sup> Revised	August 21, 2003
63	1 <sup>st</sup> Revised	August 21, 2003
64	1 <sup>st</sup> Revised	August 21, 2003
65	1 <sup>st</sup> Revised	August 21, 2003
66	1 <sup>st</sup> Revised	August 21, 2003
67	1 <sup>st</sup> Revised	August 21, 2003
67.1	2nd Revised	February 25, 2005 *
67.2	1st Revised	August 21, 2003
67.3	2nd Revised	February 25, 2005 *
67.4	2nd Revised	February 25, 2005 *
67.5	2nd Revised	February 25, 2005 *
67.6	2nd Revised	February 25, 2005 *
67.7	2nd Revised	February 25, 2005 *
67.8	2nd Revised	February 25, 2005 *
67.9	2nd Revised	February 25, 2005 *
67.10	2nd Revised	February 25, 2005 *
67.11	2nd Revised	February 25, 2005 *
67.12	2nd Revised	February 25, 2005 *
67.13	1 <sup>st</sup> Revised	August 21, 2003
67.14	1 <sup>st</sup> Revised	August 21, 2003
67.15	1 <sup>st</sup> Revised	August 21, 2003

ISSUED: February 25, 2005

EFFECTIVE: February 25, 2005

Issued under authority of the Public Utilities Commission of Ohio,  
in Case No. 04-\_\_\_\_-TP-AAC  
Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

ohl0504

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

18<sup>th</sup> Revised Page 4.1  
Cancels 17<sup>th</sup> Revised Page 4.1

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67.18	1 <sup>st</sup> Revised	August 21, 2003
67.19	1 <sup>st</sup> Revised	August 21, 2003
67.21	1 <sup>st</sup> Revised	August 21, 2003
67.21	1 <sup>st</sup> Revised	August 21, 2003
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68	1 <sup>st</sup> Revised	April 2, 2008
69	1 <sup>st</sup> Revised	November 17, 2002
69.1	4 <sup>th</sup> Revised	April 2, 2008
70	1 <sup>st</sup> Revised	November 17, 2002
71	1 <sup>st</sup> Revised	November 17, 2002
72	1 <sup>st</sup> Revised	November 17, 2002
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74	1 <sup>st</sup> Revised	November 17, 2002
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74.3.11	Original	August 3, 2006
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74.4	1 <sup>st</sup> Revised	April 2, 2008
74.5	1 <sup>st</sup> Revised	April 2, 2008
75	1 <sup>st</sup> Revised	December 1, 2006

ISSUED: April 2, 2008

EFFECTIVE: April 2, 2008

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 08-0167-TP-ATW

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

OHI0802b

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

23<sup>rd</sup> Revised Page 5  
Cancels 22<sup>nd</sup> Revised Page 5

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76	Original	
77	Original	
78	Original	
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80	1 <sup>st</sup> Revised	February 11, 2005
81	1 <sup>st</sup> Revised	April 2, 2008
82	1 <sup>st</sup> Revised	July 20, 2005
83	1 <sup>st</sup> Revised	July 20, 2005
84	1 <sup>st</sup> Revised	July 20, 2005
85	1 <sup>st</sup> Revised	December 1, 2006
85.1	2 <sup>nd</sup> Revised	March 1, 2008
85.1.1	1 <sup>st</sup> Revised	December 17, 2006
85.2	Original	November 17, 2002
86	5 <sup>th</sup> Revised	December 17, 2006
86.1	4 <sup>th</sup> Revised	December 17, 2006
86.2	1 <sup>st</sup> Revised	January 6, 2006
86.3	Original	January 6, 2006
87	First	February 25, 2005
87.1	Original	February 25, 2005
88	5 <sup>th</sup> Revised	April 2, 2008
89	3 <sup>rd</sup> Revised	April 2, 2008
90	6 <sup>th</sup> Revised	April 2, 2008
90.1	5 <sup>th</sup> Revised	March 1, 2008
90.1.1	4 <sup>th</sup> Revised	March 1, 2008
90.1.2	2 <sup>nd</sup> Revised	March 1, 2008
90.1.3	1 <sup>st</sup> Revised	March 1, 2008
90.1.4	1 <sup>st</sup> Revised	December 17, 2006
90.1.5	2 <sup>nd</sup> Revised	March 1, 2008
90.1.6	1 <sup>st</sup> Revised	March 1, 2008
90.1.7	1 <sup>st</sup> Revised	March 1, 2008
90.2	2 <sup>nd</sup> Revised	April 2, 2008
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90.4	1 <sup>st</sup> Revised	December 1, 2006
91	4 <sup>th</sup> Revised	April 2, 2008
92	2 <sup>nd</sup> Revised	December 1, 2006
93	4 <sup>th</sup> Revised	March 1, 2008
94	1 <sup>st</sup> Revised	March 1, 2008

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ISSUED: April 2, 2008

EFFECTIVE: April 2, 2008

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 08-0167-TP-ATW

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

OHI0802b

**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

Mark A. Wayne, President  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

2<sup>nd</sup> Revised Page 7  
Cancels 1<sup>st</sup> Revised Page 7

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ISSUED: September 12, 2005

EFFECTIVE: October 12, 2005

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 05-1131-TP-ATA

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
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ohl0504

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

3<sup>rd</sup> Revised Page 8  
Cancels 2<sup>nd</sup> Revised Page 8

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ISSUED: July 19, 2005

EFFECTIVE: July 20, 2005

Issued under authority of the Public Utilities Commission of Ohio, Case No. 05-915-TP-ZTA

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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

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**SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (L) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or charge.
- (T) To signify a change or regulation but no change in rate or charge.
- (X) To signify a correction or reissued matter.

(T)

(T)

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ISSUED: July 22, 2003

EFFECTIVE: August 21, 2003

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 03-\_\_\_\_-TP-ATA

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OH10302

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 10  
Cancels Original Page 10

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by BullsEye Telecom, Inc., to business Customers within the local exchange service area defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area. (T)

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ISSUED: April 2, 2008

EFFECTIVE: April 2, 2008

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 08-0167-TP-ATW

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OHI0802b

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

First Revised Page 11  
Cancels Original Page 11

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1. Definitions

Certain terms used generally throughout this tariff are defined below.

Account - All local exchange access lines billed to a single location by Billed Telephone Number (BTN). (N)

Account Codes: Allows a User to allocate local calls to a digital, non-verified account code. (N)

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

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ISSUED: October 17, 2002

EFFECTIVE: November 17, 2002

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 02-\_\_\_\_-TP-ATA

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ohl0203

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

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1. Definitions (Cont'd)

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call or per line basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: BullsEye Telecom, Inc., which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

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

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

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

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

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

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

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

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**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

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1. Definitions (Cont'd)

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps: Megabits, or million of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

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

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

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**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

---

1. Definitions (Cont'd)

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

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

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

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

Service Order: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

Services: The Company's telecommunications services offered on the Company's network.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

---

2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

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

2.1.2 Shortage of Equipment or Facilities

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

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

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

---

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.
- 2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 17  
Cancels Original Page 17

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions or errors (including directory mistakes, omissions or errors), interruptions or other defects, representations, or the use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption, errors and other remedies (C)

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors. (C)

2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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ISSUED: January 20, 2004

EFFECTIVE: February 20, 2004

Issued under authority of the Public Utilities Commission of Ohio,  
in Case No. 04-72-TP-ATA

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**Local Exchange Services**  
**P.U.C.O. NO. 1**

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.1.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.1.4.8 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.1.4.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.11 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

2.1.5 Notification of Service-Affecting Activities

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

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

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**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

---

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

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**BullsEye Telecom, Inc.**  
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P.U.C.O. NO. 1

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

2.2.1 The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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ISSUED:

EFFECTIVE:

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**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

---

2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

Mark A. Wayne, President  
BullsEye Telecom, Inc.  
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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

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Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

Mark A. Wayne, President  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

- 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users

2.5.1.1 Taxes: The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the services furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without first seeking Commission approval under the appropriate procedures required by the Commission's Local Service Guidelines, Case No. 95-845-TP-COI.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed as follows, accept as may be waived under appropriate circumstances:

Min.	Max.
\$0.01	\$25.00

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P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 27  
Cancels Original Page 27

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the PUCO in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Reserved for future use

2.5.5 Deposits

2.5.5.1 To safeguard its interests, the Company may, in accordance with Sections 4901:1-17-04 and 4901:1-5-13 of the Ohio Administrative Code, require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth in Section 4901:1-17-03 of the Ohio Administrative Code. All deposits will be handled in accordance with the provisions of the MTSS 4901:1-5-13 and 14. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to: (T)

(a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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EFFECTIVE: November 11, 2004

Issued under authority of the Public Utilities Commission of Ohio,  
in Case No. 04-\_\_\_\_-TP-ATA  
Scott Loney, Vice President - Marketing  
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ohl0407

**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

1<sup>st</sup> Revised Page 28  
Cancels Original Page 28

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5.4 Deposits held for 180 days or longer will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive month of payment. (T)

2.5.6 Discontinuance of Service

2.5.6.1 Disconnection for nonpayment of local service

2.5.6.1.1 For the purposes of this section, all regulated telephone services provided by the Company, except toll service, shall be defined as local service.

2.5.6.1.2 The Company may disconnect its customer's local service upon seven days written notice for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly authorized agent for another toll service provider shall also conform to the minimum telephone service standards.

2.5.6.1.2.1 Disconnection notices issued by the Company pursuant to Rule 4901:1-5-19(K)(3), O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "local only" service to customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding tolldebt.

2.5.6.1.3 The Company is prohibited from disconnecting any customer's local service for nonpayment of charges incurred by the customer for toll service.

2.5.6.1.4 Partial payments by a customer to the Company will be apportioned by the Company to its regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for non-regulated services.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.2 Disconnection for Nonpayment of Toll Service

- 2.5.6.2.1 In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit, and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
- 2.5.6.2.2 Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit, and disconnection policies of any toll service provider other than the Company.
- 2.5.6.2.3 When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:
- (a) Must not function as a vehicle by which the nonpaying toll subscriber is denied access, through Presubscription, to any other toll service provider besides the one whose provision of service has precipitated the toll disconnection.
  - (b) Must be available from the Company, by tariff, on a non-discriminatory basis to all toll service providers; and
  - (c) Must consist of either a de-PICing mechanism or else a selective toll blocking service.
- 2.5.6.2.4 Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company shall be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a non-discriminatory basis to all toll service providers.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.3 Disconnection for Reasons other than Nonpayment

- 2.5.6.3.1 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.6.3.2 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.6.3.3 Upon the Customer's insolvency, assignment for the benefit of creditors, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.6.3.4 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.3 Disconnection for Reasons other than Nonpayment

2.5.6.3.5 The Company may discontinue the furnishings of any and/or all service(s) which a company is legally entitled to disconnect, to a Customer, without incurring any liability if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services; or
- (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by (1) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this by this tariff; (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or (3) Any other fraudulent means or devices;
- (e) Use of service in such a manner as to interfere with the service of other users; or
- (f) Use of service for unlawful purposes.

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2. Regulation (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.4 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.5 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges that may be set forth in the term contract or allowable under this tariff, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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2. Regulation (Cont'd)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours. At a minimum, credit allowances will be calculated consistent with MTSS Rule, 4901:1-5-18.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, or Joint-User;
- (b) interruptions due to the negligence of any person, including but not limited to the customer, but not including the Company, its agent, or its underlying carrier;
- (c) interruptions due to the failure or malfunction of non-Company provided equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

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3<sup>rd</sup> Revised Page 34  
Cancels 2<sup>nd</sup> Revised Page 34

2. Regulation (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

- 2.6.3 Use of Alternative Service Provided by the Company: Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun. The special charges under this section will be calculated and applied on a case-by-case basis.

2.7.2 Service Promise – Cancellation window

The Customer may cancel service within forty-five (45) days of the date the service is initiated without incurring the cancellation/termination fees specified in 2.7.3 below. In order to cancel the service within the forty-five (45) day period, Customer must notify the Company prior to the expiration of the forty-fifth day. The Customer has the responsibility to immediately notify a new carrier of its intent to change carriers. Barring exceptional circumstances beyond the Customer's control, if the Customer's service has not been changed to a new carrier within two weeks from the date the Customer notifies the Company, the Customer will have de facto re-instated the contract under which services were being rendered and later cancellation will result liability for all the cancellation fees stated in the contract. Within the two week period until the Customer's service is changed to another carrier, Customer will be billed for all the Company services in accordance with the contract to the point of termination.

The Company may assess a Set-up Initiation (Activation) fee of \$50.00 if the Customer cancels service within thirty (30) days of the date the service is initiated.

*Some material previously found on this page now found on Original Page 34.1*

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Issued under authority of the Public Utilities Commission of Ohio,  
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Scott Loney, Vice President, Marketing and Regulatory Affairs  
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25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

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**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

2. Regulation (Cont'd)

2.7 Cancellation of Service (Cont'd.)

2.7.3 Cancellation of Service by Customer After the Service Promise Period

After the Service Promise period of forty-five days, if a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

A. Term Contract Service

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) Lines Switched to Another Carrier – All lines that are switched to another carrier, except those switched due to Customer moves, consolidations or splits, are subject to an Early Termination Fee ("ETF") of \$25.00 per line switched multiplied by the number of months remaining on the term agreement.
- (4) Disconnected Lines – Disconnected lines will be subject to an ETF based on the following:
  - a. Customers with 1 – 5 lines: When the number of lines disconnected is greater than 50% of the Customer's lines, all disconnected lines will be subject to an ETF of \$25.00 per line disconnected multiplied by the number of months remaining on the term agreement.
  - b. Customers with 6 or more lines: When the number of lines disconnected is greater than 20% of the Customer's lines, all disconnected lines will be subject to an ETF of \$25.00 per line disconnected multiplied by the number of months remaining on the term agreement.

B. Month to Month Service

Customers who subscribe to service on a month-to-month basis will be assessed a Set-up (Initiation) fee of \$50 on a final invoice if the Customer cancels service within thirty (30) days of the date the service is initiated.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

*Some material now found on this page previously found on 2<sup>nd</sup> Revised Page 34*

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2. Regulations (Cont'd)

2.8 Transfer and Assignments

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

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.9.5 Subscriber bills will contain all of the information required by 4901:1-5-16.

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2. Regulations (Cont'd)

2.10 Universal Emergency Number Service – 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number “911” dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

2.11 Use of Customer's Service by Others

2.11.1 Resale and Sharing

SECTION 2.11 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

There are no prohibitions or limitations on the resale of services. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Public Utility Commission of Ohio regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the company of any unauthorized use.

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EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

Mark A. Wayne, President  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

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2. Regulations (Cont'd)

2.11 Use of Customer's Service by Others (Cont'd)

2.11.2 Joint Use Arrangements

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

2.12 Service Provider Number Portability- Location Routing Number (SPNP-LRN)

2.12.1 General

SPNP-LRN depends on AIN/IN technology. LRN is a 10-digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications Carriers routing telephone calls to an end-user that ported their telephone number from one Telecommunications Carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 telecommunications provider (the next to the last terminating carrier) is responsible for determining the LRN for the call being terminated. The database query is performed for all calls where the NPA-NXX of the called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriate Telecommunications Carrier based on the LRN.

Service Provider Number Portability (SPNP) is only available to telecommunication carriers for use in the provision of a telecommunication service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.

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2. Regulations (Cont'd)

2.12 Service Provider Number Portability- Location Routing Number (SPNP-LRN) (Cont'd)

2.12.2 Rules and Regulations

SPNP service is only available to Telecommunication Carriers.

SPNP service and facilities will only be provided where technically feasible, subject to the availability of facilities and pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-845-TP-COI, and may only be furnished from properly equipped central officers. SPNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976, 950, FX service, or Ameritech coin telephone service.

General Regulations as found in Part 2 of this Tariff and Section 1 of this Part apply to this Section unless otherwise specified in this Section. The term "customer", which appears in Part 2 of the General Regulations, is the equivalent of the term "telecommunication carrier" as used in this Section.

2.12.3 Responsibilities of the Company

The Company's sole responsibility is to comply with the service requests it receives from the Telecommunication Carrier and to provide SPNP in accordance with its tariff. In the event that the Company becomes aware that a dispute or discrepancy may have occurred, it may insist that the Telecommunication Carrier provide to the Company a signed letter of authorization from

The Company is not responsible for the allocation of charges for resold or shared SPNP service or for misdialed calls.

2.12.4 Responsibilities of the Telecommunication Carrier

The Telecommunication Carrier is solely responsible to obtain a signed letter of authorization from the end-user for the handling of the disconnection of the end-user's service with the Company, the provision of service by the Telecommunication Carrier and the provision of SPNP service. Should a dispute or discrepancy arise regarding the authority of a Telecommunication Carrier to act on behalf of the end-user, the Telecommunication Carrier to act on behalf of the end-user, the Telecommunication Carrier is responsible for providing a signed letter of authorization, to the Company. In the event that the Telecommunication Carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user's service and establish SPNP service as requested by the Telecommunication Carrier or, where the conversion from end-user to SPNP service has already occurred, may choose to restore the end-user's prior service with the Company and terminate SPNP service for that particular end-user. In such event, the Telecommunication Carrier is responsible to compensate the Company for its cancellation costs if the end-user's service had not been disconnected and SPNP service had not yet been established or to pay all applicable restoral costs for terminating the SPNP service and restoring the end-user's prior service with the Company.

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**P.U.C.O. NO. 1**

2. Regulations (Cont'd)

2.12 Service Provider Number Portability- Location Routing Number (SPNP-LRN) (Cont'd)

The Telecommunication Carrier is responsible for coordinating the provision of service with the Company to assure that its switch is capable of accepting SPNP ported traffic.

The Telecommunication Carrier is solely responsible to provide equipment and facilities that are compatible with the Company's service parameters, interfaces, equipment and facilities. The Telecommunication Carrier is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end-users. In the event that the Company determines in its sole judgment that Telecommunication Carrier will likely impair or is impairing, or interfering with any equipment, facility or service of the Company or any of its end-users, the Company may either refuse to provide SPNP service or terminate it in accordance with other provisions of the Company's tariff.

The Telecommunication Carrier is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP service for which it is not presently providing local exchange service or terminating to an end-user.

The Telecommunication Carrier is responsible for designating to the Company at the time of its initial service request for SPNP service one of the following options for the handling and processing of Calling Card, Collect, third party, and other operator handled non-sent paid calls from or to SPNP assigned telephone numbers: (1) the Connecting-Carrier may request that the Company block all such calls; (2) the Telecommunication Carrier may accept billing from the Company for such calls; or (3) the Telecommunication Carrier may negotiate a separate, detariffed billing and collection agreement with the Company establishing the call handling, processing and billing responsibilities of the parties.

2.12.5 Limitations of Service

The Company is not responsible for adverse effects on any service, facility or equipment from the use of SPNP service.

End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by the Company for such calls.

The Company is not responsible to the Telecommunication Carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a Telecommunication Carrier's equipment necessary except as otherwise required by the Public Utilities Commission of Ohio.

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**P.U.C.O. NO. 1**

2. Regulations (Cont'd)

2.13 Continuation of Service

Except as otherwise stated in this tariff, at the expiration of the initial contract period specified in each Service Order, or in any extension thereof, service shall be renewed automatically for one (1) year term, unless the Customer provides notice of intent not to renew such agreement at least thirty (30) days prior to the end of the initial or any additional period. The Company will provide a notice to the Customer at least ninety (90) days prior to the expiration of service period. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. Early termination fees apply to any renewal period. The rights and obligations that by their nature extend beyond the termination of the period of the service order shall survive such termination.

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

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3. Service Descriptions

3.1 Local Exchange Service: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

The Company's service cannot be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

3.1.1 Exchange Areas Served

The Company provides local exchange services the territories served by SBC-Ohio and Verizon North. Exchange listings are found in Section 3 of this tariff.

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**BullsEye Telecom, Inc.**  
Local Exchange Services  
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3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

[1<sup>st</sup> Revised Pages 41 through 67 are Reserved for Future Use]

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OH10302

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

A. Exchanges Served by SBC

LOCAL EXCHANGE SERVICE AREAS		
<b>SBC Exchange</b>	Canfield	East Palestine
Aberdeen	Canton	Enon
Adamsville	Carroll	Fairborn
Akron	Castalia	Findlay
Alliance	(L)	Fletcher-Lena
Alton	Cedarville	Fostoria
Arabia	Centerville (MOT)	Franklin
Ashville	Chagrin Falls	Fremont
Atwater	Cheshire	Fultonham
Barnesville	Chesterland	Gahanna
Beallsville (T)	Christianburg	Gallipolis
Beavercreek	Clarington	Gates Mills
Bedford	Cleveland	Girard
Belfast	Columbiana	Glenford
Bellaire	Columbus	Gnadenhutten
Bellbrook	Conesville	Graysville
Belpre	Corning	Greensburg
Berea	Coshocton	Grove City
(L)	Dalton	Groveport
Bethesda	Danville (HIG)	Guyan
Bloomington	Dayton	Harrisburg
Bloomington	Donnelsville	Hartville
Bowersville	Dresden	Hillcrest
Brecksville	Dublin	Hilliard
Burton	Duffy	Hillsboro
Canal Fulton	East Liverpool	Holland
Canal Winchester		

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Local Exchange Services  
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3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

A. Exchanges Served by SBC, (Cont'd.)

LOCAL EXCHANGE SERVICE AREAS		
<b>SBC Exchange, (Cont'd.)</b>	Maumee	North Lima
Hubbard	Medway	North Royalton
Independence	Mentor	Norwich
Ironton	Miamisburg-W. Carrollton	Olmstead Falls
Jamestown	Middleton	Painesville
Jeffersonville	Milledgeville	Perrysburg
Kent	Mingo Junction	Philo
Kirtland	Mogadore	Piqua
Lancaster	Monroe	Pitchin
Leetonia	Montrose (CUY)	Rainsboro
Leroy	Murray City	Ravenna
Lewisville	Navarre	Reynoldsburg
Lindsey	Nelsonville	Rio Grande
Lisbon	New Albany	Ripley
Lockbourne	New Carlisle	Rogers
London	New Holland	Rootstown
Louisville	New Lexington	Roseville
Lowellville	New Matamoras	Rushville
Magnolia-Waynesburg	New Riegel	Salem
Manchester (SUM)	New Waterford	Salineville
Mantua	Newcomerstown	Sandusky
Marietta	Newport	Sebring
Marlboro	Niles	Sedalia
Marshall	North Canton	Sharon
Martins Ferry-Bridgeport	North Hampton	Shawnee
Massillon	North Jackson	Somerset

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3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

A. Exchanges Served by SBC, (Cont'd.)

LOCAL EXCHANGE SERVICE AREAS		
<b>SBC Exchange, (Cont'd.)</b>	Walnut	
Somerton	Washington Court House	
South Charleston	Wellsville	
South Salon	West Jefferson	
South Vienna	West Lafayette	
Spring Valley	Westerville	
Springfield	Whitehouse	
St. Clairsville	Wickliffe	
Steubenville	Willoughby	
Strongsville	Winchester	
Sugar Grove (T)	Woodsfield	
Sugar Tree Ridge	Worthington	
Terrace	Xenia	
Thornville	Yellow Springs-Clifton	
Tiffin	Youngstown	
Toledo	Zanesville	
Toronto		
Tremont City		
Trenton		
Trinity		
Uhrichsville		
Uniontown		
Upper Sandusky		
Vandalia		
Victory		
Vinton		

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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

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3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

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3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

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3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

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3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

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3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

E. Exchanges Served by Verizon North

LOCAL EXCHANGE SERVICE AREAS		
Verizon North Exchange		
Adena	Brewster	Dellroy
Albany	Brilliant	Dexter City
Amanda	Brookville	Dillonvale-Mt. Pleasant
Amesville	Brunswick	East Rochester
Amsterdam	Bryan	Edgerton
Antwerp	Burbank	Edon
Arlington	Byesville	Elmore
Ashland	Cadiz	Englewood
Ashley	Caldwell	Evansport
Ashville	Cambridge	Farmersville
Athens	Carey	Fayette
Attica	Carrollton	Felicity
Baltic	Catawba	Flushing
Baltimore	Celina	Forest
Barlow	Chatham	Fort Recovery
Beach City	Chesapeake	Freeport
Beaver	Cheshire Center	Galion
Bellevue	Circleville	Garrettsville
Bergholz	Clarksville	Genoa
Berlin	Clyde	Georgetown
Berlin Heights	Coldwater	Gibsonburg
Bettsville	Congress	Grafton
Beverly	Convoy	Grand Rapids
Blanchester	Cooperdale	Gratis
Bloomville	Crestline	Green Camp
Bolivar	Creston	Greenfield
Bowerston	Curtice-Oregon	Greenwich
Bowling Green	Decatur	Guysville
Bremen	Delaware	Hamersville

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Local Exchange Services  
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3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

E. Exchanges Served by Verizon North (Cont'd.)

<b>LOCAL EXCHANGE SERVICE AREAS</b>		
<b>Verizon North Exchange</b>	Lower Salem	
Hanoverton	Lynchburg	New Concord
Harlem Springs	Malvern	New Lebanon
Harpster	Manchester [ADA]	New London
Haskins-Tontogany	Marblehead	New Marshfield
Hayesville	Maria Stein	New Philadelphia
Helena	Marion	New Vienna
Hicksville	Martinsville	New Washington
Higginsport	McArthur	Ney
Homerville	McComb	North Baltimore
Huron	Mechanicsburg	North Eaton
Idaho	Mechanicstown	North Georgetown
Jackson	Medina	North Star
Jenera	Mendon	Norwalk
Jewett	Milan	Oak Harbor
Kelleys Island	Millersport	Oak Hill
Kilbourne	Mineral City	Oberlin
Knoxville	Minerva	Ohio City
Lakeville	Minster	Ostrander
Larue	Monroeville	Oxford
Laura	Montpelier	Paris
Laurelville	Montrose [SUM]	Payne
Leesburg	Morning Sun	Peebles
Letart Falls	Morral	Pemberville
Lewisburg	Mount Blanchard	Perrysville
Liberty	Mount Orab	Phillipsburg
Lodi	Mowrytown	Piketon
Logan	Nevada	Pioneer
Loudonville	New Bremen	Plain City
Lowell	New Burlington	Pleasantville

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**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
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3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

E. Exchanges Served by Verizon North (Cont'd.)

LOCAL EXCHANGE SERVICE AREAS		
<b>Verizon North Exchange</b>		
Plymouth	Spencer	Weston
Polk	Spencerville	Wharton
Pomeroy	St. Marys	Wilkesville
Port Clinton	Strasburg	Willard
Port William	Sugarcreek	Williamsport
Portland	Summerfield	Willshire-Wren
Portsmouth	Sylvania	Wilmington
Prospect	The Plains	Wilmot
Put-In-Bay	Tiltonville	Winona
Radnor	Tipp City	Woodstock
Rathbone	Trotwood	Yorkshire
Rawson	Troy	
Redhaw	Valley City	
Republic	Van Buren	
Resaca	Wadsworth	
Richmond	Wakeman	
Richwood	Waldo	
Russellville	Warsaw	
Sabina	Watertown	
Sardinia	Waverly	
Savannah	Wayne-Bradner	
Scio	Wellington	
Scott	Wellston	
Seaman	West Alexandria	
Seville	West Milton	
Shade	West Salem	
Sharon Center	West Union	
Sinking Spring	West Unity	
Smithfield	Westfield Center	

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3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

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3. Service Descriptions

3.1 Local Exchange Services, (Cont'd.)

3.1.1 Exchange Areas Served, (Cont'd.)

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**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
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1<sup>st</sup> Revised Page 68  
Cancels Original Page 68

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 General – The Company provides Local Exchange Services only to business customers. The Company's Local Exchange Service is comprised of four different service elements. Two of the service elements, Switched Network Access Channel and Local Usage are mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers. (T)

3.1.3 Class of Service: Service is offered to Business Customers only. (T)

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Local Exchange Service will be classified as Business Service where the primary use is for paid commercial, professional or institutional activity and the location to which service is provided is a business or commercial location or the service number is listed as the principal or only number for a business in any telecommunications directory. (T)

3.1.4 Geographic Zones – Geographic zones for services reflecting a rate zone differential will mirror the zones of the incumbent local exchange carrier. See AT&T Ohio PUCO No. 20, Part 4, Section 1.2.A for current zones. (T)

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3.1.5 Switched Network Access Channels include the following features as standard and are offered in the following configurations:

Touchtone Dialing  
One Directory Listing plus One Directory  
Presubscription (both IntraLATA and InterLATA)  
Calling number delivery blocking/per call  
Toll restriction  
900/976 Blocking

3.1.5.1 Basic - Switched Network Access Channels provides the Customer with a single, voice-grade analog communications channel with a single telephone number.

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Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
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Oak Park, MI 48237

OH10802b

**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

First Revised Page 69  
Cancels Original Page 69

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.5 Switched Network Access Channels (Cont'd)

3.1.5.2 Basic Trunk- Switched Network Access Channels - provides Customers with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Trunks can be used to carry one-way outbound traffic, one-way inbound or two-way traffic. Trunk Configuration options are listed in 3.1.2.5, following.

3.1.5.3 [Reserved for Future Use]

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3.1.5.4 PRI Trunk – Reserved for Future Use

3.1.5.5 Optional Local Trunk Configurations:

3.1.5.5.1 One-Way Outbound: Provides the Customer with a single analog connection which is restricted to carry outbound traffic only.

3.1.5.5.2 One-Way Inbound or Two-Way: Provides the Customer with individual channels which are used to carry one-way inbound or two-way traffic. One common telephone number will be provided per trunk group.

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Charles L. Schneider, Jr. – Director Network Administration  
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ohl0203

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

4<sup>th</sup> Revised Page 69.1  
Cancels 3<sup>rd</sup> Revised Page 69.1

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.6 Non-Recurring Charges

<u>Service</u>	<u>(D)</u>	<u>Business</u>
		<u>Max</u>
Service Connection Charge (per line)		\$75.00
Service Connection Charge (per basic trunk)		\$75.00
Subsequent Account Changes (Changes, Additions per order)		\$75.00
Set-up Initiation (Activation) Fee		\$100.00
Optional Feature Activation (per order)		\$30.00
Technician Dispatch Charge, per visit*	<u>(D)</u>	\$200.00

NOTE:

Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

The Set-up Initiation (Activation) Fee will not be assessed during the initial 30-day period provided the Customer remains with the Company. If the Customer cancels service, the Set-up Initiation (Activation) Fee will be assessed.

- \* Technician Dispatch Charge – If the Customer or the Customer's vendor does not take the necessary steps to troubleshoot the Customer's equipment, and the Company is unable to determine, through remote troubleshooting, that the service is properly functioning, the Customer will be notified by the Company that the dispatch charge may be applicable if the problem is outside the Company's area of responsibility. This charge also applies when the Customer fails to meet the Company agent or employees for the prearrangement appointment as requested.

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**Local Exchange Services**  
**P.U.C.O. NO. 1**

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.7 Basic Local Exchange Service – The Company's local exchange service is available on a message rate basis. Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas as defined in Section 3.1.1 (T)  
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.1 Per Message Rate –Applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area. (T)

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Local Exchange Services  
P.U.C.O. NO. 1

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Cancels Original Page 71

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

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*Some material previously found on this page now found on Original Page 74.4*

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Local Exchange Services  
P.U.C.O. NO. 1

First Revised Page 72  
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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

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*Material previously found on this page now found on Original Page 69.1*

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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

3<sup>rd</sup> Revised Page 73  
Cancels 2<sup>nd</sup> Revised Page 73

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.7 Basic Local Exchange Service, (Cont'd.)

.2 Monthly Recurring Charges

Switched Network Access Channels

All Zones

Basic Line , Per Line

Basic Trunk, Per Trunk

(D)	Business	
	Min.	Max
(D)	\$5.00	\$65.00
(D)	\$5.00	\$65.00

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OH10802b

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

First Revised Page 74  
Cancels Original Page 74

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3.     Service Descriptions (Cont'd)

3.1     Local Exchange Service (Cont'd)

3.1.7   Basic Local Exchange Service, (Cont'd.)

.3       Usage Options

These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

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

Business

	Min.	Max.
Per Call	\$0.01	\$ .12

Residence

Company does not have a residential offering at this time.

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Local Exchange Services  
P.U.C.O. NO. 1

2<sup>nd</sup> Revised Page 74.1  
Cancels 1<sup>st</sup> Revised Page 74.1

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3.     Service Descriptions (Cont'd)

3.1     Local Exchange Service (Cont'd)

3.1.8   Term Services

.1       Message Rate Local Exchange Service\*

Message Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Message Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Message Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

All service is available on a term commitment basis only.

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\*       Not available to new Customer as of February 13, 2003

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Oak Park, MI 48237

OH10801

**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.8 Term Services, (Cont'd.)

.1 Message Rate Local Exchange Service, (Cont'd.)

A. Local Exchange Access Line

	<u>1 year term</u>		<u>3 year term</u>	
	Minimum	Maximum	Minimum	Maximum
Monthly Rate, per line:	\$9.00	\$50.00	\$9.00	\$50.00

B. Per Call Usage

	<u>1 year term</u>		<u>3 year term</u>	
	Minimum	Maximum	Minimum	Maximum
Rate per local call	\$0.03	\$0.20	\$0.03	\$0.20

C. Account Installation Migration

A one-time set-up fee per account

	<u>1 year term</u>		<u>3 year term</u>	
	Minimum	Maximum	Minimum	Maximum
NRC, per account	\$0.01	\$100.00	\$0.01	\$100.00

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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

2<sup>nd</sup> Revised Page 74.3  
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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.8 Term Services, (Cont'd.)

.2 [Reserved for Future Use]

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**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

1<sup>st</sup> Revised Page 74.3.1  
Cancels Original Page 74.3.1

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3.     Service Descriptions (Cont'd)

3.1     Local Exchange Service (Cont'd)

3.1.8   Term Services, (Cont'd.)

.3       Power Plus Service

Power Plus Service provides Customers with a local exchange access line for a monthly rate and local usage on a per call basis. Subscription to this service provides Customers with specific inbound and outbound intraLATA and interLATA rates. A one-time Set up Initiation (Activation ) fee per Account also applies.\* Custom Calling Features are not included and must be purchased for a separate rate.

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A.       Service Terms and Conditions

Power Plus Service is available only on a term basis with term periods of one (1) and three (3) years.

Customers may choose to expand a 1 year term agreement to a 3 year agreement at any time during the first 12 months of service. If a conversion from a 1 to 3 year term takes place the additional two years of the contract term will be added to the existing 1 year contract term. If the 3 year contract term offer is not accepted until after the end of month 12 of the original 1 year term, the term will start over again from month 1 at that point, with all benefits of the service including incentives to be applied from that time forward.

Call Timing: IntraLATA and InterLATA call timing is six (6) seconds after the initial period for billing purposes of eighteen (18) seconds.

\* See Section 2.7.2 for the Company's Service Promise – Cancellation window.

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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

2<sup>nd</sup> Revised Page 74.3.2  
Cancels 1<sup>st</sup> Revised Page 74.3.2

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.8 Term Services, (Cont'd.)

.3 Power Plus Service, (Cont'd.)

B. Rates and Charges

	1 Year Max	3 Year Max	
<u>Nonrecurring Set-up Initiation (Activation) Fee*</u>			(T)
Per Account:	\$100.00	\$100.00	
<u>Local Service</u>			
Local Exchange Line, per Month:	\$50.00	\$50.00	
Local Usage, per call:	\$0.20	\$0.20	
<u>Toll and Long Distance Service</u>			
Standard Option			
Inbound/Outbound, per minute			
IntraLATA toll:	\$0.150	\$0.150	
interLATA toll:	\$0.150	\$0.150	
NationSaver Long Distance	See Section 10.2 of the Price List		

\* The Set-up Initiation (Activation ) Fee will not be assess during the initial 30-day period provided the Customer remains with the Company. If the Customer cancels service, the Set-up Initiation (Activation ) Fee will be assessed.

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**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

2<sup>nd</sup> Revised Page 74.3.3  
Cancels 1<sup>st</sup> Revised Page 74.3.3

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.8 Term Services, (Cont'd.)

.4 PowerSaver 9600 Local Service

(C)

PowerSaver 9600 Local Service provides Customers with a local exchange access line, unlimited local usage for a flat monthly rate and long distance service. Customers must select inbound and outbound intrastate and interstate usage on an unlimited basis for a flat monthly rate or on a per minute basis. A one-time set up fee per account also applies. Custom Calling Features are not included and must be purchased for an additional charge.

A. Service Terms and Conditions

PowerSaver 9600 Local Service is available only on a term basis with term periods of one (1) and three (3) years.

For customers on the Company's unlimited usage plans, the following are prohibited: use of PBX, PBX like equipment, auto-dialers, telemarketing, call center services, medical transcription, reselling or redistributing the service, charging others for the service, use of calling cards or 8XX numbers, calls to on-line service where the Customer leaves the Internet dial-up connection more than 160 hours, broadcast fax transmissions, and data usage or voice traffic exceeding 9,600 minutes per line per month. If the usage threshold is reached the Company will notify the Customer, and allow an opportunity to discuss options such as an alternative plan.

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Customers subscribing to a one-year term agreement will receive a 50% discount on each local exchange line and unlimited long distance, if selected, monthly recurring charges for the 1<sup>st</sup> month of service. Customers subscribing to a three-year term agreement will receive a 50% discount on each local exchange line and unlimited long distance, if selected, monthly recurring charges for the 1<sup>st</sup> month and 13<sup>th</sup> month of service. Discounts are given on a one-time basis and are not offered with renewals of the term agreements.

Customers may choose to expand a 1 year term agreement to a 3 year agreement at any time during the first 12 months of service. If a conversion from a 1 to 3 year term takes place the additional two years of the contract term will be added to the existing 1 year contract term. If the 3 year contract term offer is not accepted until after the end of month 12 of the original 1 year term, the term will start over again from month 1 at that point, with all benefits of the service including incentives to be applied from that time forward.

Call Timing: IntraLATA and InterLATA usage is timed in six (6) second increments after the initial period for billing purposes of eighteen (18) seconds.

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ohl0405

**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

1<sup>st</sup> Revised Page 74.3.4  
Cancels Original page 74.3.4

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3.     Service Descriptions (Cont'd)

3.1     Local Exchange Service (Cont'd)

3.1.9   ValueSaver

ValueSaver provides Customers with local exchange service on a message rate or flat rate basis and allows for toll calling at a bundled service rate.

Intrastate and interstate direct dial outbound long distance calling is available as an option either on a usage basis or as a plan that provides the Customer with unlimited toll and long distance calling. Inbound toll free calling is available on a usage basis.

Directory Assistance, Operator Assistance, Calling Card and International calling and Call Management Features are available at the tariffed rates.

A.     Service Terms and Conditions

- .1       Service is available month-to-month or on a term basis with term periods of one (1) and three (3) years.
- .2       A one-time Set-up Initiation (Activation) fee per account applies\*. (T)
- .3       Customers may choose to expand a 1 year term agreement to a 3 year term agreement at any time during the first 12 months of service. If a conversion from a 1 to 3 year term takes place, the additional two years of the contract will be added to the existing 1 year contract terms. If the 3 year contract term offer is not accepted until after the end of month 12 of the original 1 year term, the term will start over again from month 1 at that point.

\* See Section 2.7.2 for the Company's Service Promise – Cancellation window. (T)

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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 74.3.5  
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3.     Service Descriptions (Cont'd)

3.1     Local Exchange Service (Cont'd)

3.1.9   ValueSaver, (Cont'd.)

A.     Service Terms and Conditions, (Cont'd.)

.4     Message Rate Local Service

- a.     Customers are billed for a local exchange access line and local usage. Local usage may be billed on a per message basis or Customers may subscribe to a calling plan that provides a specified amount of local usage per month.
- b.     Calling plans designate the number of local exchange calls per account that a Customer may obtain for a flat monthly rate. Calls above the monthly call allowance are billed on a per call basis.
- c.     Calling plan calls expire monthly and unused calls do not carry over to the following month.

.5     9600 Flat Rate Local Service

(C)

- a.     Flat Rate service provides the Customer with a local exchange access line and unlimited local calling for a flat monthly rate per line.
- b.     All lines must be subscribed to the Unlimited plan.
- c.     For customers on the Company's unlimited usage plans, the following are prohibited: use of PBX, PBX like equipment, auto-dialers, telemarketing, call center services, medical transcription, reselling or redistributing the service, charging others for the service, use of calling cards or 8XX numbers, calls to on-line service where the Customer leaves the Internet dial-up connection more than 160 hours, broadcast fax transmissions, and data usage or voice traffic exceeding 9,600 minutes per line per month. If the usage threshold is reached the Company will notify the Customer, and allow an opportunity to discuss options such as an alternative plan.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.9 ValueSaver, (Cont'd.)

A. Service Terms and Conditions, (Cont'd.)

.6 Toll and Long Distance Service

- a. Toll and long distance outbound and inbound service is available as an option.
- b. Outbound and inbound toll and long distance calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.
- c. The Unlimited Toll and Long Distance Calling Plan provides unlimited direct dial outbound intraLATA toll, intrastate and interstate calling for a flat monthly rate. For customers on the Company's unlimited usage plans, the following are prohibited: use of PBX, PBX like equipment, auto-dialers, telemarketing, call center services, medical transcription, reselling or redistributing the service, charging others for the service, use of calling cards or 8XX numbers, calls to on-line service where the Customer leaves the Internet dial-up connection more than 160 hours, broadcast fax transmissions, and data usage or voice traffic exceeding 9,600 minutes per line per month. If the usage threshold is reached the Company will notify the Customer, and allow an opportunity to discuss options such as an alternative plan.

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Local Exchange Services  
P.U.C.O. NO. 1

2<sup>nd</sup> Revised Page 74.3.7  
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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.10 [Reserved for Future Use]

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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 74.3.8  
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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

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**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.11 SmartPlan – Static and Unlimited

SmartPlan – Static and Unlimited provides the Customer with the option to select usage based or flat rate local exchange service. The Static option provides the Customer with a flat monthly rate for a specified monthly allowance of combined local and outbound toll minutes of use. The Unlimited option allows Customers to pay a monthly rate for unlimited local and outbound toll calling. Toll Free, Calling Card and International calling are not included in the toll calling portion of this plan, but are available at tariffed rates.

A. Terms and Conditions

- .1 Service is available month-to-month or on a one (1) year or three (3) year term basis.
- .2 SmartPlan - Static: Customers on the SmartPlan - Static option select a specified amount of combined local and intraLATA, interLATA and interstate direct dial outbound minutes of use. Each line also includes the Company's inside wire maintenance plan<sup>1</sup> and five (5) features at no additional charge: Caller ID with Name & Number, Call Forwarding, Three-Way Calling, Remote Access to Call Forwarding and Call Waiting.
- .3 SmartPlan - Unlimited: Customers on this plan option will receive unlimited local and outbound toll calling for a flat rate per month. Each line also includes the Company's inside wire maintenance plan<sup>1</sup> and the following calling features at no additional charge: Call Forwarding, Call Forward No Answer, Call Forward Busy, Call Waiting, Call Forward Delayed, Call Forward Busy/Don't Answer, Call Forward Busy Extended, Call Forward Select, Remote Access to Call Forwarding, Call Waiting with Caller ID, 3-Way Calling, Speed Calling 8, Auto Call Back, Repeat Dialing, Call Screening, Caller ID, Caller ID with Name, Caller ID Blocking, Easy Call, Multi-Ring Service and Multi Ring 2<sup>nd</sup> Number.

<sup>1</sup> Inside wire maintenance is not regulated by the Commission.

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ohl0601

**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.11 SmartPlan – Static and Unlimited, (Cont'd.)

(N)

A. Terms and Conditions, (Cont'd.)

- .4 All lines on the account must order the same SmartPlan type and usage allowance (Static or Unlimited) and for the same term.
- .5 The monthly usage allowances purchased for each line on the account are pooled and are available for use by any line on the account in any proportion.
- .6 Unused minutes on usage based plans expire monthly and do not carry over to the following month.
- .7 Customers may select a different Plan by subscribing to a new term agreement. The new term agreement must be of equal or longer duration than the original term agreement. Months expired on the original term agreement are not credited to the new term agreement.
- .8 Toll Free calling is available on a usage basis for an additional charge.
- .9 Calling Card and International calling are available at currently tariffed rates.
- .10 Call Timing - All calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

(N)

ISSUED: January 5, 2006

EFFECTIVE: January 6, 2006

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 06-\_\_\_\_\_-TP-ZTA

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

ohl0601

**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.12 Simple Savings

(N)

Simple Savings provides business Customers with a local exchange access line and local usage billed on a measured rate basis. A per line Minimum Monthly Commitment ("MMC") for local usage applies. Lines must be presubscribed to BullsEye for intraLATA, interLATA and interstate service. A one-time set up fee per account may apply.

A. Terms and Conditions

- .1 Service is available on a three (3) year term basis only.
- .2 A Minimum Monthly Commitment of 500 minutes per line applies. Minutes of local usage pool at the account level with overflow minutes of use applying when usage on all lines exceeds the total MMC minutes of all lines on the account. MMC minutes not used do not carry over to the following month.
- .3 Local usage is billed in one (1) minute increments.
- .4 Direct dial outbound and inbound toll free intrastate and interstate long distance calling is billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.
5. Customers subscribing to this service will receive a \$4.00 credit per month per line for the initial six (6) full months of service.

(N)

ISSUED: August 2, 2006

EFFECTIVE: August 3, 2006

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 06-\_\_\_\_\_-TP-ZTA

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

OH10604

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 74.3.12  
Cancels Original Page 74.3.12

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.12 Simple Savings, (Cont'd.)

B. Rates

.1 AT&T Service Area

a. Set Up Fee

Nonrecurring Charge, per account                \$0.00

b. Local Exchange Access Line

Monthly, per line                                        \$18.49

c. Local Usage

500 minute Minimum Monthly Commitment per line applies.

Per minute in excess of MMC:                        \$0.0242(I)

d. Outbound Long Distance

<u>Call Type</u>	<u>Per Minute</u>
IntraLATA Toll:	\$0.0732(I)
InterLATA:	\$0.0732(I)

e. Inbound Toll Free

Monthly, per toll free number:	\$2.00
Per minute:	\$0.085

.2 Verizon Service Area

Not Available

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ISSUED: February 20, 2008

EFFECTIVE: March 1, 2008

Issued under authority of the Public Utilities Commission of Ohio,

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
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OH10801

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 74.4  
Cancels Original Page 74.4

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.9 Enhanced Calling Features, (Cont'd.)

Enhanced Calling Features are a set of optional features available to the Company's local exchange service Customers that provide additional calling functionality.

.1 Features Available on a Monthly Basis

<u>Optional Features</u>	<b>(D)</b>	<b>(D)</b>	<u>Business</u>	
			Minimum	Maximum
Automatic Callback			\$1.00	\$20.00
Call Forward Busy			\$1.00	\$20.00
Call Forward No Answer			\$1.00	\$20.00
Call Forward			\$1.00	\$20.00
Caller ID			\$1.00	\$20.00
Calling w / Name			\$1.00	\$20.00
Call Waiting			\$1.00	\$20.00
Three Way Calling			\$1.00	\$20.00
Speed Call (8 numbers)			\$1.00	\$20.00
Speed Call (30 Numbers)			\$1.00	\$20.00
Auto Call Back			\$1.00	\$20.00
Repeat Dialing			\$1.00	\$20.00
Call Screening			\$1.00	\$20.00
Easy Call			\$1.00	\$20.00
Multi Ring Service 1			\$1.00	\$20.00
Multi Ring Service 2	<b>(D)</b>	<b>(D)</b>	\$1.00	\$20.00

ISSUED: April 2, 2008

EFFECTIVE: April 2, 2008

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 08-0167-TP-ATW

Scott Loney, Vice President-Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

OH10802b

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 74.5  
Cancels Original Page 74.5

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.9 Enhanced Calling Features, (Cont'd.)

.2 Features Available on a Per Use Basis

The following features are available to all local exchange Customers on a per use basis. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

Customers who do not subscribe to a feature on a monthly basis, may request that access to the feature on a Pay Per Use basis be blocked. Such blocking will be provided at no charge to the Customer.

<u>Optional Features</u>	(D)	(D)	<u>Business</u>	
			Minimum	Maximum
3-Way Calling			\$0.05	\$2.00
Repeat Dialing			\$0.05	\$2.00
Automatic Callback			\$0.05	\$2.00
Caller Originating Trace	(D)	(D)	\$1.00	\$10.00

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ISSUED: April 2, 2008

EFFECTIVE: April 2, 2008

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 08-0167-TP-ATW

Scott Loney, Vice President-Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

OH10802b

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 75  
Cancels Original Page 75

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3. Service Descriptions (Cont'd)

3.2 Local Directory Assistance

(T)

A Customer may obtain Local Directory Assistance (DA) in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the customer, for the automatic dialing of the requested number.

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A credit will be given for calls to Directory Assistance as follows:

(T)

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify Company's Customer Service representative.

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ISSUED: November 30, 2006

EFFECTIVE: December 1, 2006

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 06-\_\_\_\_-TP-ZTA

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

OH10605

**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Traditional)

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.3.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

3.3.1 Operator Assisted (Traditional) Surcharges: The following surcharges will be applied on a per call basis.

	Min.	Max.
Calling Card/Operator	\$ .25	\$4.00
Calling Card/Automatic	\$ .25	\$4.00
Third Number Billing	\$ .25	\$4.00
Collect Calling	\$ .25	\$4.00
Person to Person	\$ .25	\$4.00
Station to Station	\$ .25	\$4.00

ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

Mark A. Wayne, President  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Traditional) (Cont'd)

3.3.2 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

3.3.2.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.2.2 Busy line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.

3.3.2.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

	Per Request	
	Min.	Max.
Busy Line Verification	\$ .25	\$3.00
Busy Line Interrupt	\$ .25	\$3.00

ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

Mark A. Wayne, President  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

3. Service Descriptions (Cont'd)

3.4 Directory Listings

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.4.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

3.4.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.4.5 Directory listings are provided in connection with each Customer service as specified herein.

3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

3.4.5.2 Additional Listings: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.4.5.8 and 3.4.5.9.

ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 00-2054-TP-ACE.

Mark A. Wayne, President  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 79  
Cancels Original Page 79

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3. Service Descriptions (Cont'd)

3.4 Directory Listings (Cont'd)

3.4.5.3 Nonpublished Listings: Listings that are not printed in directories or available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4

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(D)

3.4.5.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party.

(D)  
(D)

3.4.5.5 Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.

3.4.5.6 Alternate Call Listings: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

3.4.5.7 Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone.

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3.4.5.8 Night, Sunday, Holiday Listing: A listing that references another telephone number at Night and on Sundays and Holidays.

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(N)

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ISSUED: February 11, 2005

EFFECTIVE: February 11, 2005

Issued under authority of the Public Utilities Commission of Ohio, Case No.

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

ohl0502a

$$\begin{array}{c} \textbf{(D)} \\ | \\ - \\ | \\ | \\ - \\ | \\ | \\ - \\ | \\ \textbf{(D)} \end{array}$$

- |                         |                |                 |
|-------------------------|----------------|-----------------|
| Vanity Telephone Number | Min.<br>\$0.01 | Max.<br>\$25.00 |
|-------------------------|----------------|-----------------|

ohl0502

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 81  
Cancels Original Page 81

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3. Service Descriptions (Cont'd)

3.7 [Reserved for Future Use]

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(D)

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ISSUED: April 2, 2008

EFFECTIVE: April 2, 2008

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 08-0167-TP-ATW

Scott Loney, Vice President-Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

OHI0802b

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 82  
Cancels Original Page 82

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3. Service Descriptions (Cont'd)

3.8 [Reserved for Future Use]

(D)

(D)

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ISSUED: July 19, 2005

EFFECTIVE: July 20, 2005

Issued under authority of the Public Utilities Commission of Ohio, Case No. 05-915-TP-ZTA

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

ohl0505a

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 83  
Cancels Original Page 83

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3. Service Descriptions (Cont'd)

[Reserved for Future Use]

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(D)

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ISSUED: July 19, 2005

EFFECTIVE: July 20, 2005

Issued under authority of the Public Utilities Commission of Ohio, Case No. 05-915-TP-ZTA

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

ohl0505a

(D)

- a. Chargeable time begins when a connection is established between the Calling Station and the Called Station.

EFFECTIVE: July 20, 2005

ohl0505a

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 85  
Cancels Original Page 85

3. Service Descriptions (Cont'd)

3.9 Message Toll Services (Cont'd)

- b. Chargeable time ends when either party "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- c. Chargeable time does not include time lost because of faults or defects in the connection.

3.9.3 800/888 Services

800/888 Service is usage rated and billed in six (6) second increments. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless specified otherwise in this tariff, the duration of each call for bill purposes will be rounded off to the nearest highest increment.

The following rates apply:

	<u>Min.</u>	<u>Max.</u>
800/888 Terminating On-Net	\$.03	\$.25
800/888 Terminating Off-Net	\$.03	\$.25
800/888 Terminating Direct	\$.03	\$.25

3.9.4 National Directory Assistance

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local calling area. The service is available where facilities permit.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two (2) requested telephone numbers are allowed per call.

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3.9.5 Volume and Term Discount Plan

The following volume discounts apply to those customers who make a minimum service commitment of one (1) year or more and indicated monthly dollar volumes—See Price List.

3.9.6 Discounts for Persons with Communication Disabilities and Telecommunication Relay Service

Customer of the company with communication disabilities, such as hearing disabled, deaf, deaf/blind, and speech disabled persons, who require the use of a telecommunications device for the communicatively impaired are eligible for a discount on all MTS service, including TRS, as set forward in the price list.

ISSUED: November 30, 2006

EFFECTIVE: December 1, 2006

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 06-\_\_\_\_\_-TP-ZTA

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
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OH10605

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

2<sup>nd</sup> Revised Page 85.1  
Cancels 1<sup>st</sup> Revised Page 85.1

3. Service Descriptions (Cont'd)

3.10 Long Distance Services

3.10.1 Term Service

.1 IntraLATA Switched Toll Service

IntraLATA Switched Toll Service allows Customers who presubscribe to the any one of the Company's local exchange services to place outbound intraLATA calls. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

	<u>1 year term</u>		<u>3 year term</u>	
	Minimum	Maximum	Minimum	Maximum
Monthly Recurring Charge, per line:	\$0.01	\$5.00	\$0.01	\$5.00
Usage Rate, per minute:	\$0.02	\$0.20	\$0.02	\$0.20

.2 IntraLATA Toll Plan

IntraLATA Toll Plan is an outbound calling plan available to Customers who presubscribe to any one of the Company's local exchange services, and who wish to lower the per minute rate for intraLATA calling. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds. A Monthly Recurring Charge applies in addition to the usage rate.

	<u>1 year term</u>		<u>3 year term</u>	
	Minimum	Maximum	Minimum	Maximum
Monthly Recurring Charge, per line:	\$0.01	\$5.00	\$0.01	\$5.00
Usage Rate, per minute:	\$0.02	\$0.20	\$0.02	\$0.20

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ISSUED: February 20, 2008

EFFECTIVE: March 1, 2008

Issued under authority of the Public Utilities Commission of Ohio,  
Case No.

Scott Loney, Vice President-Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

OH10801

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 85.1.1  
Cancels Original Page 85.1.1

3. Service Descriptions (Cont'd)

3.10 Long Distance Services

3.10.2 NationSaver Long Distance Service

NationSaver Long Distance Service is available to Customers who presubscribe to the any one of the Company's local exchange services. Direct dial outbound and inbound toll and long distance calling is available on a usage basis or as a plan that provides the Customer with unlimited outbound toll and long distance calling. Inbound toll free calling is available on a usage basis only.

A. NationSaver Monthly Minimum Charge ("MMC") Plan

Customers commit to a Monthly Minimum Charge ("MMC") per account. Direct dial outbound and inbound intraLATA toll, intrastate and interstate usage and calling card usage are included as contributory toward meeting the MMC\*. Should the Customer's monthly usage be less than the MMC commitment, the Customer will be billed the difference between actual usage and the committed-to MMC.

Calls are timed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

B. NationSaver 9600

(C)

NationSaver 9600 provides Customers with unlimited direct dial outbound intraLATA toll, intrastate and interstate long distance calling.

1. Toll Free calling is not included and will be billed at a per minute rate.

2. For customers on the Company's unlimited usage plans, the following are prohibited: use of PBX, PBX like equipment, auto-dialers, telemarketing, call center services, medical transcription, reselling or redistributing the service, charging others for the service, use of calling cards or 8XX numbers, calls to on-line service where the Customer leaves the Internet dial-up connection more than 160 hours, broadcast fax transmissions, and data usage or voice traffic exceeding 9,600 minutes per line per month. If the usage threshold is reached the Company will notify the Customer, and allow an opportunity to discuss options such as an alternative plan. (N)

ISSUED: November 17, 2006

EFFECTIVE: December 17, 2006

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 06-1368-TP-ATA

Scott Loney, Vice President - Marketing  
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25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

ohl0503

**BullsEye Telecom, Inc.**  
**Local Exchange Services**  
**P.U.C.O. NO. 1**

3. Service Descriptions (Cont'd)

3.11 Public Telephone Surcharge

(N)

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

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

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

	Minimum	Maximum
Rate Per Call:	\$0.01	\$0.60

(N)

ISSUED: October 17, 2002

EFFECTIVE: November 17, 2002

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 02-\_\_\_\_-TP-ATA

Charles L. Schneider, Jr. – Director Network Administration  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

ohl0203

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

5<sup>th</sup> Revised Page 86  
Cancels 4<sup>th</sup> Revised Page 86

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4. Promotional Offerings

- 4.1 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The waiver of any monthly recurring charges shall be limited to 90 days on a per customer basis. Promotions filed with the PUCO will be effective on the day of filing.

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ISSUED: November 17, 2006

EFFECTIVE: December 17, 2006

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 06-1368-TP-ATA

Scott Loney, Vice President-Marketing  
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ohl0404

4<sup>th</sup> Revised Page 86.1  
 Cancels 3<sup>rd</sup> Revised Page 86.1

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(D)

EFFECTIVE: December 17, 2006

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

ohl0506

(M)

**(D)**

(D)

EFFECTIVE: January 6, 2006

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

ohl0601

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Local Exchange Services  
P.U.C.O. NO. 1

---

*Reserved for Future Use*

(M)

(D)

(D)

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ISSUED: January 5, 2006

EFFECTIVE: January 6, 2006

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 06-\_\_\_\_-TP-ZTA

Scott Loney, Vice President - Marketing  
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25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

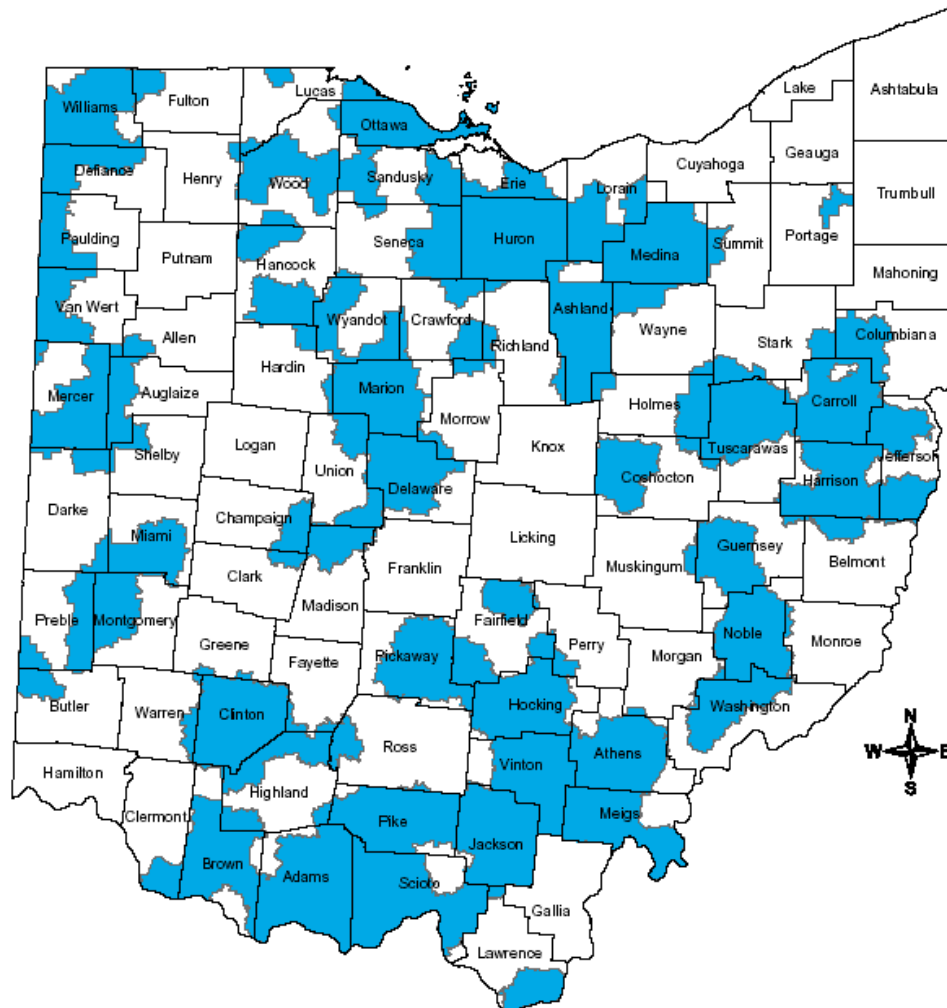
ohl0601

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

---

6. Service Area Map

6.1 Verizon North Exchanges



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ISSUED: February 25, 2005

EFFECTIVE: February 25, 2005

Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 05-\_\_\_\_-TP-AAC

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330

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Local Exchange Services  
P.U.C.O. NO. 1

6. Service Area Map

6.2 SBC-Ohio Exchanges



ISSUED: February 25, 2005

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Issued under authority of the Public Utilities Commission of Ohio,  
Case No. 05-\_\_\_\_-TP-AAC

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ohl0504

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Local Exchange Services  
P.U.C.O. NO. 1

5<sup>th</sup> Revised Page 88  
Cancels 4<sup>th</sup> Revised Page 88

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**PRICE LIST**

1 Local Exchange Service – Rates and Charges

1.1 Non-recurring charges

<u>Service</u>	<u>(D)</u>	<u>Business</u>
Service Connection Charge (per line)		\$75.00
Service Connection Charge (per basic trunk)		\$75.00
Subsequent Account Changes (Changes, Additions per order)		\$75.00
Set-up Initiation (Activation) Fee		\$50.00
Optional Feature Activation (per order)		\$30.00
Technician Dispatch Charge, per visit:	<b>(D)</b>	\$95.00

\* The Set-up Initiation (Activation) Fee will not be assessed during the initial 30-day period provided the Customer remains with the Company. If the Customer cancels service, the Set-up Initiation (Activation ) Fee will be assessed.

---

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Issued under authority of the Public Utilities Commission of Ohio,  
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Scott Loney, Vice President-Marketing  
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OHI0802b

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

3<sup>rd</sup> Revised Page 89  
Cancels 2<sup>nd</sup> Revised Page 89

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**PRICE LIST**

1 Local Exchange Service – Rates and Charges

1.2 Basic Local Exchange Service

1.2.1 Monthly Recurring Charges

**Service**

**(D)**

**Business**

Switched Network Access Channels

|  
|  
|  
|

All Zones

Basic Line , Per Line

\$65.00

Basic Trunk, Per Trunk

**(D)**

\$65.00

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ISSUED: April 2, 2008

EFFECTIVE: April 2, 2008

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Case No. 08-0167-TP-ATW

Scott Loney, Vice President-Marketing  
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OH10802b

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

6<sup>th</sup> Revised Page 90  
Cancels 5<sup>th</sup> Revised Page 90

---

**PRICE LIST**

1     Local Exchange Service – Rates and Charges

1.2     Basic Local Exchange Service

1.2.2   Usage Charges

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

Per Call:	(D)	<u>Business</u>
		0.1020
	(D)	

1.3     Term Services

1.3.1   Message Rate Local Exchange Service\*

.1       Local Exchange Access Line

	<u>1 year term</u>	<u>3 year term</u>
Monthly Rate, per line:	\$22.75	\$22.75

.2       Per Call Usage

	<u>1 year term</u>	<u>3 year term</u>
Rate per local call	\$0.0920	\$0.0820

.3       Account Installation Migration

A one-time set-up fee per account

	<u>1 year term</u>	<u>3 year term</u>
NRC, per account	\$50.00	Not applicable

\*   Not available to new Customers as of February 13, 2003.

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EFFECTIVE: April 2, 2008

Issued under authority of the Public Utilities Commission of Ohio,  
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Scott Loney, Vice President-Marketing  
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Oak Park, MI 48237

OH10802b

## 1 Local Exchange Service – Rates and Charges

### 1.3.2 [Reserved for Future Use]

$$\begin{array}{c} \textbf{(D)} \\ \vdots \\ \textbf{(D)} \end{array}$$

	<u>1 Year</u>	<u>Term</u>	<u>3 Year</u>
<u>Nonrecurring Set-up Initiation</u> <u>(Activation) Fee**</u>			
Per Account:	\$50.00		Not Applicable
<u>Local Service</u>			
Local Exchange Line, per Month:	\$22.75		\$22.75
Local Usage, per call:	\$0.0670 (I)		\$0.0670 (I)
<u>Toll and Long Distance Service</u>			
Standard Option			
Inbound/Outbound, per minute:			
IntraLATA toll:	\$0.0689(I)		\$0.0689(I)
interLATA toll:	\$0.0588(I)		\$0.0588(I)
NationSaver Long Distance	See Section 10.2 of this Price List		

**\*\* The Set-up Initiation (Activation) Fee will not be assessed during the initial 30-day period provided the Customer remains with the Company. If the Customer cancels service, the Set-up Initiation (Activation ) Fee will be assessed.**

---

ISSUED: February 20, 2008

EFFECTIVE: March 1, 2008

Issued under authority of the Public Utilities Commission of Ohio,

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
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OH10801

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

4<sup>th</sup> Revised Page 90.1.1  
Cancels 3<sup>rd</sup> Revised Page 90.1.1

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**PRICE LIST**

1     Local Exchange Service – Rates and Charges

1.3     Term Services, (Cont'd.)

1.3.4     Power Plus Service

.4     PowerSaver 9600 Local Service

	<u>1 Year</u>	<u>Term</u> <u>3 Year</u>
Nonrecurring Set-up Fee, Per Account:	\$50.00	\$0.00
<u>Local Exchange Line</u> , per month:		
Initial Line	\$28.25	\$24.25
Additional Line, each	\$24.00	\$21.75
<u>Long Distance</u>		
Standard Option		
A La Carte, per minute		
IntraLATA toll:	\$0.0588(I)	\$0.0488 (I)
InterLATA:	\$0.0588 (I)	\$0.0488 (I)
Unlimited Intrastate/Interstate Per Line, per month:	\$18.75	\$16.75
NationSaver Long Distance	See Section 10.2 of this Price List	

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EFFECTIVE: March 1, 2008

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Oak Park, MI 48237

OH10801

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

2<sup>nd</sup> Revised Page 90.1.2  
Cancels 1<sup>st</sup> Revised Page 90.1.2

---

**PRICE LIST**

1     Local Exchange Service – Rates and Charges

1.4     ValueSaver

1.4.1     Nonrecurring Set Up Initiation (Activation) Fee\*

	<u>Month-to-Month</u>	<u>1 Year Term</u>	<u>3 Year Term</u>
Per Account:	\$50.00	\$25.00	\$0.00

1.4.2     Message Rate Local Service

A.     Local Exchange Access Line

	<u>Rate Per Month, per line</u>		
	<u>Month-to-Month</u>	<u>1 Year Term</u>	<u>3 Year Term</u>
Access Area B	\$14.75	\$14.75	\$14.75
Access Area C	\$17.75	\$17.75	\$17.75
Access Area D	\$18.50	\$18.50	\$18.50

B.     Local Usage Calling Plans

.1     Month-to-Month

<u>Calling Plan</u>	<u>Monthly Call Allowance</u>	<u>MRC</u>	<u>Calls above Allowance, each</u>
ValueSaver Basic, per account	0	\$0.00	\$0.1019(I)
ValueSaver 100, per account	100 calls	\$5.53	\$0.0870(I)
ValueSaver 300, per account	300 calls	\$13.39	\$0.0745(I)
ValueSaver 750, per account	750 calls	\$31.81	\$0.0719(I)

\* The Set-up Initiation (Activation) Fee will not be assessed during the initial 30-day period provided the Customer remains with the Company. If the Customer cancels service, the Set-up Initiation (Activation ) Fee will be assessed.

---

ISSUED: February 20, 2008

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25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

OH10801

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 90.1.3  
Cancels Original Page 90.1.3

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**PRICE LIST**

1     Local Exchange Service – Rates and Charges, (Cont'd.)

1.4     ValueSaver, (Cont'd.)

1.4.2     Message Rate Local Service, (Cont'd.)

B.     Local Usage Calling Plans, (Cont'd.)

.2     1-Year Term

<u>Calling Plan</u>	<u>Monthly Call Allowance</u>	<u>MRC</u>	<u>Calls above Allowance, each</u>
ValueSaver Basic, per account	0	\$0.00	\$0.0970(I)
ValueSaver 100, per account	100 calls	\$5.09	\$0.0819(I)
ValueSaver 300, per account	300 calls	\$12.72	\$0.0719(I)
ValueSaver 750, per account	750 calls	\$28.69	\$0.0670(I)

.3     3-Year Term

<u>Calling Plan</u>	<u>Monthly Call Allowance</u>	<u>MRC</u>	<u>Calls above Allowance, each</u>
ValueSaver Basic, per account	0	\$0.00	\$0.0870(I)
ValueSaver 100, per account	100 calls	\$4.24	\$0.0719(I)
ValueSaver 300, per account	300 calls	\$11.48	\$0.0670(I)
ValueSaver 750, per account	750 calls	\$25.50	\$0.0620(I)

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25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

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Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 90.1.4  
Cancels Original Page 90.1.4

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**PRICE LIST**

1     Local Exchange Service – Rates and Charges, (Cont'd.)

1.4     ValueSaver, (Cont'd.)

1.4.3     9600 Flat Rate Local Service<sup>1</sup>

(C)

	<u>Monthly Rate Per Line<sup>2</sup></u>		
	<u>Month to Month</u>	<u>1 Year Term</u>	<u>3 Year Term</u>
1 line	\$37.04	\$34.19	\$32.48
2 lines	\$30.39	\$28.02	\$26.61
3 lines	\$28.17	\$25.96	\$24.66
4 lines	\$27.07	\$24.93	\$23.68
5 lines	\$26.40	\$24.31	\$23.09
6 lines	\$25.96	\$23.90	\$22.70
7 lines	\$25.64	\$23.66	\$22.42
8 lines	\$25.40	\$23.38	\$22.23
9 lines	\$25.22	\$23.21	\$22.05
10 or more lines	\$25.07	\$23.08	\$21.92

<sup>1</sup> All lines must be subscribed to ValueSaver 9600.  
<sup>2</sup> Rate includes access line and unlimited local calling.

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ISSUED: November 17, 2006

EFFECTIVE: December 17, 2006

Issued under authority of the Public Utilities Commission of Ohio,  
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Scott Loney, Vice President - Marketing  
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ohl0410

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Local Exchange Services  
P.U.C.O. NO. 1

2<sup>nd</sup> Revised Page 90.1.5  
Cancels 1<sup>st</sup> Revised Page 90.1.5

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**PRICE LIST**

1     Local Exchange Service – Rates and Charges, (Cont'd.)

1.4     ValueSaver, (Cont'd.)

1.4.4     Toll and Long Distance Usage, (Cont'd.)

.1             Outbound Toll and Long Distance

	<u>Per</u> <u>Minute</u>	<u>9600 Toll/LD.</u> <u>per month, per line</u>
Month-to-to-Month	\$0.0788(I)	\$20.00
1 Year Term	\$0.0688(I)	\$18.75
3 Year Term	\$0.0588(I)	\$16.75

.2             Inbound Toll Free Usage

	<u>MRC</u>	<u>Per Minute</u>
Month-to-to-Month	\$2.00	\$0.0899
1 Year Term	\$2.00	\$0.085
3 Year Term	\$2.00	\$0.075

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ISSUED: February 20, 2008

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Case No.

Scott Loney, Vice President - Marketing  
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OH10801

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Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 90.1.6  
Cancels Original Page 90.1.6

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**PRICE LIST**

1     Local Exchange Service – Rates and Charges, (Cont'd.)

1.5     [Reserved for Future Use]

(D)

(D)

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ISSUED: February 20, 2008

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Case No.

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Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 90.1.7  
Cancels Original Page 90.1.7

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**PRICE LIST**

1     Local Exchange Service – Rates and Charges, (Cont'd.)

1.6     SmartPlan - Static and Unlimited

.1       SmartPlan - Static Monthly Rates

<u>Per Line</u>	<u>Month-to-Month</u>	<u>1 Year Term</u>	<u>3 Year Term</u>
250 Minute Plan:	\$34.99	\$33.24	\$33.24
500 Minute Plan	\$38.49	\$36.57	\$36.57
750 Minute Plan:	\$41.99	\$39.90	\$39.90

.2       SmartPlan - Unlimited Monthly Rates

	<u>Month-to-Month</u>	<u>1 Year Term</u>	<u>3 Year Term</u>
Per Line:	\$47.99	\$45.59	\$45.59

.3       Outbound Rates Per Minute in Excess of Account Minutes

<u>Call Type</u>	<u>Month-to-Month</u>	<u>1 Year Term</u>	<u>3 Year Term</u>
Local:	\$0.0574(I)	\$0.0474(I)	\$0.0474(I)
IntraLATA Toll:	\$0.0639(I)	\$0.0539(I)	\$0.0539(I)
InterLATA:	\$0.0639(I)	\$0.0539(I)	\$0.0539(I)

.4       Toll Free Rate<sup>1</sup>

	<u>Month-to-Month</u>	<u>1 Year Term</u>	<u>3 Year Term</u>
Rate Per Minute:	\$0.0899	\$0.0850	\$0.0850

<sup>1</sup>     An interstate monthly recurring charge applies per toll free number

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OH10801

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Local Exchange Services  
P.U.C.O. NO. 1

2<sup>nd</sup> Revised Page 90.2  
Cancels 1<sup>st</sup> Revised Page 90.2

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**PRICE LIST**

1      Local Exchange Service – Rates and Charges

1.4      Enhanced Calling Features

1.4.1      Features Available on a Monthly Basis

<u>Optional Features</u>	<b>(D)</b>	<u>Business</u>
Automatic Callback		\$4.10
Call Forward Busy		\$1.17
Call Forward No Answer		\$1.17
Call Forward		\$4.10
Caller ID		\$4.10
Calling w / Name		\$2.34
Call Waiting		\$4.68
Three Way Calling		\$4.10
Speed Call (8 numbers)		\$4.10
Speed Call (30 Numbers)		\$4.22
Repeat Dialing		\$4.10
Call Screening		\$4.10
Easy Call		\$4.10
Multi Ring Service 1		\$4.10
Multi Ring Service 2	<b>(D)</b>	\$4.10

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Scott Loney, Vice President-Marketing  
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OH10802b

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Local Exchange Services  
P.U.C.O. NO. 1

2<sup>nd</sup> Revised Page 90.3  
Cancels 1<sup>st</sup> Revised Page 90.3

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**PRICE LIST**

1 Local Exchange Service – Rates and Charges

1.4 Enhanced Calling Features

1.4.2 Features Available on Per Use Basis

<u>Optional Features</u>	<b>(D)</b>	<u>Business</u>
3-Way Calling		\$0.75
Repeat Dialing		\$0.75
Automatic Callback		\$0.75
Caller Originating Trace	<b>(D)</b>	\$6.02

---

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Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 90.4  
Cancels Original Page 90.4

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**PRICE LIST**

2. Local Directory Assistance

(T)

Each call to Directory Assistance will be charged as follows:

	<u>SBC Area</u>	<u>Verizon Area</u>	(N)
DA, Per call	\$1.50 (I)	\$0.50	
Call Completion, per call	\$0.35	\$0.35	(N)

3. Operator Assistance (Traditional)

The following surcharges will be applied on a per call basis.

Calling Card/Operator	\$1.00
Calling Card/Automatic	\$1.00
Third Number Billing	\$4.00
Collect Calling	\$4.00
Person to Person	\$4.00
Station to Station	\$4.00
Busy Line Verification	\$3.00
Busy Line Interrupt	\$3.00

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Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
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OH10605

**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

4<sup>th</sup> Revised Page 91  
Cancels 3<sup>rd</sup> Revised Page 91

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**PRICE LIST**

4. Directory Listings

	<u>Per Listing or Per Number Charge</u>		<b>(D)</b>
	<u>NRC</u>	<u>Business</u>	
Primary Listing	N/C	N/C	
Additional Listing	\$15.00	\$3.00	
Foreign, Alternate and Reference Listings	\$15.00	\$3.00	
Night, Sunday, Holiday Listing	\$15.00	\$2.00	
Non-Listed Number	\$15.00	\$2.20	
Non-Published Number	\$15.00	\$2.20	<b>(D)</b>

5. Emergency 9-1-1 Charges

These charges vary by county where Emergency 9-1-1 is available and are a pass through of the charge approved by the Public Utilities Commission of Ohio for the respective ILEC whose services the Company is reselling.

6. [Reserved for Future Use]

7. Bad Checks

	<b>(D)</b>	Business
Bad Check Charge		\$20.00

8. Vanity Number Service

Vanity Number Service**		\$0.00
	<b>(D)</b>	

\*\* This charge is currently being waived for all customers

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Scott Loney, Vice President-Marketing  
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**BullsEye Telecom, Inc.**  
Local Exchange Services  
P.U.C.O. NO. 1

2<sup>nd</sup> Revised Page 92  
Cancels 1<sup>st</sup> Revised Page 92

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**PRICE LIST**

9. Message Toll Service

9.1 MTS

Off-net	\$.15
On-net	\$.12

9.2 800/888

Off-net	\$.15
On-Net	\$.12
Direct	\$.08

9.3 National Directory Assistance

(T)

	<u>SBC Area</u>	<u>Verizon Area</u>	(N)
Per Call:	\$1.99 (I)	\$0.95	(N)

9.4 MTS Discounts for Communicatively impaired

Discount from applicable MTS rates	70%
------------------------------------	-----

9.5 Term and Volume Discounts

(Available only with minimum 1 year Contract)

\$500-\$999	20%
\$1000-\$2999	25%
\$3000-\$4999	30%
\$5000+	35%

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Local Exchange Services  
P.U.C.O. NO. 1

1<sup>st</sup> Revised Page 94  
Cancels Original Page 94

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**PRICE LIST**

10. Long Distance Services, (Cont'd.)

10.2 NationSaver Long Distance Service

10.2.1 NationSaver Monthly Minimum Charge ("MMC") Plan

Calls are timed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

A. Monthly Minimum Charge, per account

<u>Month-to-Month</u>	<u>1 Year Term</u>	<u>3 Year Term</u>
\$5.50	\$7.50	\$7.50

B. IntraLATA and Intrastate Usage Rates, per minute

.1 Direct Dial Outbound

<u>Month to Month</u>	<u>1 Year Term</u>	<u>3 Year Term</u>
\$0.0788(I)	\$0.0688(I)	\$0.0588(I)

.2 Direct Dial Inbound

<u>Month to Month</u>	<u>1 Year Term</u>	<u>3 Year Term</u>
\$0.0899	\$0.0850	\$0.0750

10.2.2 NationSaver Unlimited

	<u>Month-to-Month</u>	<u>1 Year Term</u>	<u>3 Year Term</u>
Per Line:	\$19.99	\$18.75	\$18.75

11. Public Telephone Surcharge

Rate Per Call: \$0.60

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OH10801

**BullsEye Telecom, Inc.**

EXHIBIT B

PROPOSED REPLACEMENT TARIFF

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*This tariff, P.U.C.O. Tariff No. 3, cancels and replaces in its entirety the Company's P.U.C.O. Tariff No. 1 currently on file with the Commission*

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF OHIO  
IN THE COUNTIES OF

Adams	Fairfield	Lorain	Richland
Allen	Franklin	Lucas	Ross
Auglaize	Fayette	Madison	Sandusky
Ashland	Fulton	Mahoning	Scioto
Athens	Gallia	Marion	Seneca
Belmont	Geauga	Medina	Shelby
Brown	Greene	Meigs	Stark
Butler	Guernsey	Mercer	Summit
Carroll	Hancock	Miami	Trumbull
Champaign	Hardin	Monroe	Tuscarawas
Clark	Harrison	Montgomery	Union
Clermont	Highland	Morgan	Van Wert
Clinton	Holmes	Muskingham	Vinton
Columbiana	Hocking	Noble	Warren
Cochocton	Huron	Ottawa	Washington
Crawford	Jackson	Paulding	Wayne
Cuyahoga	Jefferson	Perry	Williams
Darke	Lake	Pickaway	Wood
Defiance	Lawrence	Pike	Wyandot
Delaware	Licking	Portage	
Erie	Logan	Preble	

This tariff describes the terms, conditions, services and rates applicable to the provision of business local exchange telecommunications services regulated and tarified in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing at the Company's website at [www.bullseyetelecom.com](http://www.bullseyetelecom.com) or at the Company's principal place of business at 25900 Greenfield Road, Suite 330, Oak Park, MI 48237.

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ISSUED: April 3, 2008

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EFFECTIVE: April 3, 2008

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### CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>	
Title	Original	*	27	Original	*
1	Original	*	28	Original	*
2	Original	*	29	Original	*
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22	Original	*	49	Original	*
23	Original	*	50	Original	*
24	Original	*	51	Original	*
25	Original	*	52	Original	*
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\* - indicates those pages included with this filing

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## SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (L) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or charge.
- (T) To signify a change or regulation but no change in rate or charge.
- (X) To signify a correction or reissued matter.

#### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by BullsEye Telecom, Inc., to business Customers within the local exchange service areas defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available for viewing on the Company website at [www.bullseyetelecom.com](http://www.bullseyetelecom.com) or by contacting the Company at 25900 Greenfield Road, Suite 330, Oak Park, MI 48237.

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code.

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## SECTION 1 - DEFINITIONS

Account - All local exchange access lines billed to a single location by Billed Telephone Number (BTN).

Account Codes: Allows a User to allocate local calls to a digital, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: BullsEye Telecom, Inc., which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

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

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

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

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

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## SECTION 1 – DEFINITIONS (CONT'D.)

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps: Megabits, or million of Bits, per second.

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

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

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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## SECTION 1 – DEFINITIONS (CONT'D.)

Off-Hook: The term “off-hook” denotes the active condition of a telephone exchange service line.

On-Hook: The term “on-hook” denotes the idle condition of a telephone exchange service line.

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

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

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user’s predesignated IXC.

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

Service Order: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

Services: The Company’s telecommunications services offered on the Company’s network.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

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## SECTION 2 – REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

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

#### 2.1.2 Shortage of Equipment or Facilities

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

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

#### 2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.3 Terms and Conditions (Cont'd.)

- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.
- 2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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## SECTION 2 – REGULATIONS (CONT'D.)

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

#### 2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions or errors (including directory mistakes, omissions or errors), interruptions or other defects, representations, or the use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption, errors and other remedies

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.4 Liability of the Company (Cont'd.)

- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.1.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.1.4.8 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.1.4.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

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## SECTION 2 – REGULATIONS (CONT'D.)

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

#### 2.1.4 Liability of the Company (Cont'd)

2.1.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.11 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since its is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

2.1.4.12 Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

#### 2.1.5 Notification of Service-Affecting Activities

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

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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## SECTION 2 – REGULATIONS (CONT'D.)

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

#### 2.1.7 Non-routine Installation

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

#### 2.1.8 Ownership of Facilities

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

#### 2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

### 2.2 Prohibited Uses

2.2.1 The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.3 Obligations of the Customer

#### 2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.3 Obligations of the Customer (Cont'd)

#### 2.3.1 The Customer shall be responsible for: (Cont'd.)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

#### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.4 Customer Equipment and Channels

#### 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

#### 2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.4 Customer Equipment and Channels (Cont'd )

#### 2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

#### 2.4.4 Inspections

- 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users

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SECTION 2 – REGULATIONS (CONT'D.)2.5 Payment Arrangements2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed as follows, accept as may be waived under appropriate circumstances:

<u>Maximum</u>	<u>Current</u>
\$25.00	\$20.00

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the PUCO in accordance with the Commission's rules of procedure.

The address of the Commission is:

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793

Toll Free Telephone: 1-800-686-7826  
TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:30 PM (EST) Weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 1-877-742-5622  
From 8:00 AM to 5:00 PM (EST) weekdays or at [www.pickocc.org](http://www.pickocc.org).

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Reserved for future use

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.5 Payment Arrangements (Cont'd.)

#### 2.5.5 Deposits

2.5.5.1 To safeguard its interests, the Company may, pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code, require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth in Chapter 4901:1-5 of the Ohio Administrative Code. All deposits will be handled pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. . A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held for 180 days or longer will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive month of payment.

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

2.5.6.1 Disconnection for nonpayment of local service

2.5.6.1.1 For the purposes of this section, all regulated telephone services provided by the Company, except toll service, shall be defined as local service.

2.5.6.1.2 The Company may disconnect its customer's local service upon seven days written notice for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly authorized agent for another toll service provider shall also conform to the minimum telephone service standards.

2.5.6.1.2.1 Disconnection notices issued by the Company pursuant to Chapter 4901:1-5 of the Ohio Administrative Code., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "local only" service to customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

2.5.6.1.3 The Company is prohibited from disconnecting any customer's local service for nonpayment of charges incurred by the customer for toll service.

2.5.6.1.4 Partial payments by a customer to the Company will be apportioned by the Company to its regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for non-regulated services.

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.2 Disconnection for Nonpayment of Toll Service

- 2.5.6.2.1 In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit, and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
- 2.5.6.2.2 Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit, and disconnection policies of any toll service provider other than the Company.

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.2 Disconnection for Nonpayment of Toll Service (Cont'd.)

2.5.6.2.3 When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:

- (a) Must not function as a vehicle by which the nonpaying toll subscriber is denied access, through Presubscription, to any other toll service provider besides the one whose provision of service has precipitated the toll disconnection.
- (b) Must be available from the Company, by tariff, on a non-discriminatory basis to all toll service providers; and
- (c) Must consist of either a de-PICing mechanism or else a selective toll blocking service.

2.5.6.2.4 Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company shall be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a non-discriminatory basis to all toll service providers.

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.6 Discontinuance of Service (Cont'd.)

2.5.6.3 Disconnection for Reasons other than Nonpayment

- 2.5.6.3.1 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.6.3.2 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.6.3.3 Upon the Customer's insolvency, assignment for the benefit of creditors, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.6.3.4 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.6 Discontinuance of Service (Cont'd.)

2.5.6.3 Disconnection for Reasons other than Nonpayment

2.5.6.3.5 The Company may discontinue the furnishings of any and/or all service(s) which a company is legally entitled to disconnect, to a Customer, without incurring any liability if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services; or
- (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by (1) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this by this tariff; (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or (3) Any other fraudulent means or devices;
- (e) Use of service in such a manner as to interfere with the service of other users; or
- (f) Use of service for unlawful purposes.

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.6 Discontinuance of Service (Cont'd.)

2.5.6.4 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.5 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges that may be set forth in the term contract or allowable under this tariff, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours. At a minimum, credit allowances will be calculated consistent with Chapter 4901:1-5 of the Ohio Administrative Code.

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SECTION 2 – REGULATIONS (CONT'D.)

2.6 Allowances for Interruptions of Service (Cont'd.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, or Joint-User;
- (b) interruptions due to the negligence of any person, including but not limited to the customer, but not including the Company, its agent, or its underlying carrier;
- (c) interruptions due to the failure or malfunction of non-Company provided equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.6 Allowances for Interruptions of Service (Cont'd)

- 2.6.3 Use of Alternative Service Provided by the Company: Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

### 2.7 Cancellation of Service

#### 2.7.1 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun. The special charges under this section will be calculated and applied on a case-by-case basis.

#### 2.7.2 Service Promise – Cancellation window

The Customer may cancel service within forty-five (45) days of the date the service is initiated without incurring the cancellation/termination fees specified in 2.7.3 below. In order to cancel the service within the forty-five (45) day period, Customer must notify the Company prior to the expiration of the forty-fifth day. The Customer has the responsibility to immediately notify a new carrier of its intent to change carriers. Barring exceptional circumstances beyond the Customer's control, if the Customer's service has not been changed to a new carrier within two weeks from the date the Customer notifies the Company, the Customer will have de facto re-instated the contract under which services were being rendered and later cancellation will result liability for all the cancellation fees stated in the contract. Within the two week period until the Customer's service is changed to another carrier, Customer will be billed for all the Company services in accordance with the contract to the point of termination.

The Company may assess a Set-up Initiation (Activation) fee of \$50.00 if the Customer cancels service within thirty (30) days of the date the service is initiated.

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SECTION 2 – REGULATIONS (CONT'D.)2.7 Cancellation of Service (Cont'd.)2.7.3 Cancellation of Service by Customer After the Service Promise Period

After the Service Promise period of forty-five days, if a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

## A. Term Contract Service

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) Lines Switched to Another Carrier – All lines that are switched to another carrier, except those switched due to Customer moves, consolidations or splits, are subject to an Early Termination Fee ("ETF") of \$25.00 per line switched multiplied by the number of months remaining on the term agreement.
- (4) Disconnected Lines – Disconnected lines will be subject to an ETF based on the following:
  - a. Customers with 1 – 5 lines: When the number of lines disconnected is greater than 50% of the Customer's lines, all disconnected lines will be subject to an ETF of \$25.00 per line disconnected multiplied by the number of months remaining on the term agreement.
  - b. Customers with 6 or more lines: When the number of lines disconnected is greater than 20% of the Customer's lines, all disconnected lines will be subject to an ETF of \$25.00 per line disconnected multiplied by the number of months remaining on the term agreement.

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SECTION 2 – REGULATIONS (CONT'D.)

2.7 Cancellation of Service (Cont'd.)

2.7.3 Cancellation of Service by Customer After the Service Promise Period (Cont'd.)

B. Month to Month Service

Customers who subscribe to service on a month-to-month basis will be assessed a Set-up (Initiation) fee of \$50 on a final invoice if the Customer cancels service within thirty (30) days of the date the service is initiated.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.8 Transfer and Assignments

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

### 2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.9.5 Subscriber bills will contain all of the information required by Chapter 4901:1-5 of the Ohio Administrative Code.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.10 Universal Emergency Number Service – 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number “911” dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

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SECTION 2 – REGULATIONS (CONT'D.)

2.11 Use of Customer's Service by Others

2.11.1 Resale and Sharing

SECTION 2.11 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

There are no prohibitions or limitations on the resale of services. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Public Utility Commission of Ohio regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the company of any unauthorized use.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.11 Use of Customer's Service by Others (Cont'd.)

#### 2.11.2 Joint Use Arrangements

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

### 2.12 Service Provider Number Portability- Location Routing Number (SPNP-LRN)

#### 2.12.1 General

SPNP-LRN depends on AIN/IN technology. LRN is a 10-digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications Carriers routing telephone calls to an end-user that ported their telephone number from one Telecommunications Carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 telecommunications provider (the next to the last terminating carrier) is responsible for determining the LRN for the call being terminated. The database query is performed for all calls where the NPA-NXX of the called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriate Telecommunications Carrier based on the LRN.

Service Provider Number Portability (SPNP) is only available to telecommunication carriers for use in the provision of a telecommunication service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.12 Service Provider Number Portability- Location Routing Number (SPNP-LRN) (Cont'd)

#### 2.12.2 Rules and Regulations

SPNP service is only available to Telecommunication Carriers.

SPNP service and facilities will only be provided where technically feasible, subject to the availability of facilities and pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-845-TP-COI, and may only be furnished from properly equipped central offices. SPNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976, 950, FX service, or Ameritech coin telephone service.

General Regulations as found in Part 2 of this Tariff and Section 1 of this Part apply to this Section unless otherwise specified in this Section. The term “customer”, which appears in Part 2 of the General Regulations, is the equivalent of the term “telecommunication carrier” as used in this Section.

#### 2.12.3 Responsibilities of the Company

The Company's sole responsibility is to comply with the service requests it receives from the Telecommunication Carrier and to provide SPNP in accordance with its tariff. In the event that the Company becomes aware that a dispute or discrepancy may have occurred, it may insist that the Telecommunication Carrier provide to the Company a signed letter of authorization from

The Company is not responsible for the allocation of charges for resold or shared SPNP service or for misdialed calls.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.12 Service Provider Number Portability- Location Routing Number (SPNP-LRN) (Cont'd.)

#### 2.12.4 Responsibilities of the Telecommunication Carrier

The Telecommunication Carrier is solely responsible to obtain a signed letter of authorization from the end-user for the handling of the disconnection of the end-user's service with the Company, the provision of service by the Telecommunication Carrier and the provision of SPNP service. Should a dispute or discrepancy arise regarding the authority of a Telecommunication Carrier to act on behalf of the end-user, the Telecommunication Carrier to act on behalf of the end-user, the Telecommunication Carrier is responsible for providing a signed letter of authorization, to the Company. In the event that the Telecommunication Carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user's service and establish SPNP service as requested by the Telecommunication Carrier or, where the conversion from end-user to SPNP service has already occurred, may choose to restore the end-user's prior service with the Company and terminate SPNP service for that particular end-user. In such event, the Telecommunication Carrier is responsible to compensate the Company for its cancellation costs if the end-user's service had not been disconnected and SPNP service had not yet been established or to pay all applicable restoral costs for terminating the SPNP service and restoring the end-user's prior service with the Company.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.12 Service Provider Number Portability- Location Routing Number (SPNP-LRN) (Cont'd)

#### 2.12.4 Responsibilities of the Telecommunication Carrier (Cont'd.)

The Telecommunication Carrier is responsible for coordinating the provision of service with the Company to assure that its switch is capable of accepting SPNP ported traffic.

The Telecommunication Carrier is solely responsible to provide equipment and facilities that are compatible with the Company's service parameters, interfaces, equipment and facilities. The Telecommunication Carrier is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end-users. In the event that the Company determines in its sole judgment that Telecommunication Carrier will likely impair or is impairing, or interfering with any equipment, facility or service of the Company or any of its end-users, the Company may either refuse to provide SPNP service or terminate it in accordance with other provisions of the Company's tariff.

The Telecommunication Carrier is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP service for which it is not presently providing local exchange service or terminating to an end-user.

The Telecommunication Carrier is responsible for designating to the Company at the time of its initial service request for SPNP service one of the following options for the handling and processing of Calling Card, Collect, third party, and other operator handled non-sent paid calls from or to SPNP assigned telephone numbers: (1) the Connecting-Carrier may request that the Company block all such calls; (2) the Telecommunication Carrier may accept billing from the Company for such calls; or (3) the Telecommunication Carrier may negotiate a separate, detariffed billing and collection agreement with the Company establishing the call handling, processing and billing responsibilities of the parties.

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SECTION 2 – REGULATIONS (CONT'D.)

2.12 Service Provider Number Portability- Location Routing Number (SPNP-LRN) (Cont'd.)

2.12.5 Limitations of Service

The Company is not responsible for adverse effects on any service, facility or equipment from the use of SPNP service.

End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by the Company for such calls.

The Company is not responsible to the Telecommunication Carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a Telecommunication Carrier's equipment necessary except as otherwise required by the Public Utilities Commission of Ohio.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.13 Continuation of Service

Except as otherwise stated in this tariff, at the expiration of the initial contract period specified in each Service Order, or in any extension thereof, service shall be renewed automatically for one (1) year term, unless the Customer provides notice of intent not to renew such agreement at least thirty (30) days prior to the end of the initial or any additional period. The Company will provide a notice to the Customer at least ninety (90) days prior to the expiration of service period. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. Early termination fees apply to any renewal period. The rights and obligations that by their nature extend beyond the termination of the period of the service order shall survive such termination.

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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### SECTION 3 – SERVICE DESCRIPTIONS

3.1 Local Exchange Service: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

The Company's service cannot be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

#### 3.1.1 Exchange Areas Served

The Company provides local exchange services the territories served by AT&T Ohio and Verizon North. The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio and Verizon North

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### SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

#### 3.1 Local Exchange Service (Cont'd.)

3.1.2 General – The Company provides Local Exchange Services only to business customers. The Company's Local Exchange Service is comprised of four different service elements. Two of the service elements, Switched Network Access Channel and Local Usage are mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.

3.1.3 Class of Service: Service is offered to Business Customers only.

Local Exchange Service will be classified as Business Service where the primary use is for paid commercial, professional or institutional activity and the location to which service is provided is a business or commercial location or the service number is listed as the principal or only number for a business in any telecommunications directory.

3.1.4 Geographic Zones – Geographic zones for services reflecting a rate zone differential will mirror the zones of the incumbent local exchange carrier. See AT&T Ohio PUCO No. 20, Part 4, Section 1.2.A for current zones.

3.1.5 Switched Network Access Channels include the following features as standard and are offered in the following configurations:

- Touchtone Dialing
- One Directory Listing plus One Directory
- Presubscription (both IntraLATA and InterLATA)
- Calling number delivery blocking/per call
- Toll restriction
- 900/976 Blocking

3.1.5.1 Basic - Switched Network Access Channels provides the Customer with a single, voice- grade analog communications channel with a single telephone number.

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)

3.1.5 Switched Network Access Channels (Cont'd)

3.1.5.2 Basic Trunk- Switched Network Access Channels - provides Customers with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Trunks can be used to carry one-way outbound traffic, one-way inbound or two-way traffic. Trunk Configuration options are listed in 3.1.2.5, following.

3.1.5.3 Optional Local Trunk Configurations:

- 3.1.5.3.1 One-Way Outbound: Provides the Customer with a single analog connection which is restricted to carry outbound traffic only.
- 3.1.5.3.2 One-Way Inbound or Two-Way: Provides the Customer with individual channels which are used to carry one-way inbound or two-way traffic. One common telephone number will be provided per trunk group.

## SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)3.1.6 Non-Recurring Charges – Tier 1 Services

	<u>Maximum</u>	<u>Current</u>
Service Connection Charge (per line)	\$75.00	\$75.00
Service Connection Charge (per basic trunk)	\$75.00	\$75.00
Subsequent Account Changes (Changes, Additions per order)	\$75.00	\$75.00
Set-up Initiation (Activation) Fee	\$100.00	\$50.00
Optional Feature Activation (per order)	\$30.00	\$30.00
Technician Dispatch Charge, per visit*	\$200.00	\$95.00

NOTE: Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

The Set-up Initiation (Activation) Fee will not be assessed during the initial 30-day period provided the Customer remains with the Company. If the Customer cancels service, the Set-up Initiation (Activation) Fee will be assessed.

- \* Technician Dispatch Charge – If the Customer or the Customer's vendor does not take the necessary steps to troubleshoot the Customer's equipment, and the Company is unable to determine, through remote troubleshooting, that the service is properly functioning, the Customer will be notified by the Company that the dispatch charge may be applicable if the problem is outside the Company's area of responsibility. This charge also applies when the Customer fails to meet the Company agent or employees for the prearrangement appointment as requested.

ISSUED: April 3, 2008

EFFECTIVE: April 3, 2008

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

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## SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)

3.1.7 Basic Local Exchange Service – The Company's local exchange service is available on a message rate basis. Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas.

.1 Per Message Rate –Applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.

.2 Monthly Recurring Charges

	<u>Maximum</u>	<u>Current</u>
<u>Switched Network Access Channels</u>		
All Zones		
Basic Line , Per Line	\$65.00	\$65.00
Basic Trunk, Per Trunk	\$65.00	\$65.00

.3 Usage Options

These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

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

	<u>Maximum</u>	<u>Current</u>
Per Call	\$0 .12	\$0.1020

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### SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

#### 3.1 Local Exchange Service (Cont'd)

##### 3.1.8 Term Services

###### .1 Message Rate Local Exchange Service\*

Message Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Message Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Message Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

All service is available on a term commitment basis only.

\* Not available to new Customer as of February 13, 2003

## SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)3.1.8 Term Services, (Cont'd.).1 Message Rate Local Exchange Service, (Cont'd.)

## A. Local Exchange Access Line

	<u>1 year term</u>		<u>3 year term</u>	
	Maximum	Current	Maximum	Current
Monthly Rate, per line:	\$50.00	\$22.75	\$50.00	\$22.75

## B. Per Call Usage

	<u>1 year term</u>		<u>3 year term</u>	
	Maximum	Current	Maximum	Current
Rate per local call	\$0.20	\$0.0920	\$0.20	\$0.0820

## C. Account Installation Migration

A one-time set-up fee per account

	<u>1 year term</u>		<u>3 year term</u>	
	Maximum	Current	Maximum	Current
NRC, per account	\$100.00	\$50.00	\$100.00	N/A

ISSUED: April 3, 2008

EFFECTIVE: April 3, 2008

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 Oak Park, MI 48237

OHf0803

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### SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

#### 3.2 Enhanced Calling Features Tier 1\*

Enhanced Calling Features are optional features available to the Company's local exchange service Customers that provide additional calling functionality.

##### 3.2.1 Feature Available on a Monthly Basis

	<u>Maximum</u>	<u>Current</u>
Caller ID	\$20.00	\$4.10

\* Detariffed Tier 2 Features are located in the Company Pricing Guide.

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### SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

#### 3.3 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

##### 3.3.1 Rates

These charges vary by county where Emergency 9-1-1 is available and are a pass through of the charge approved by the Public Utilities Commission of Ohio for the respective ILEC whose services the Company is reselling.

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SECTION 4 – PROMOTIONAL OFFERINGS

- 4.1 The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The waiver of any monthly recurring charges shall be limited to 90 days on a per customer basis. Promotions filed with the PUCO will be effective on the day of filing.

**BullsEye Telecom, Inc.**

**EXHIBIT C**

**SUMMARY OF CHANGES**

This filing is made in compliance with Case No. 06-1345-TP-ORD - Application to Detariff Certain Tier 2 Services and to make other changes related to the implementation of the Case No. 06-1345-TP-ORD.

Business Local Exchange and Interexchange Tier 2 Services have been deleted from the Tariff and are now listed in the Company Pricing Guide available on the Company's website at: [www.bullseyetelecom.com](http://www.bullseyetelecom.com) or by contacting the Company at 25900 Greenfield Road, Suite 330, Oak Park, MI 48237 or by calling 877-638-2855.

Narrative of Tariff Changes

The following pages in PUCO No. 1 were affected:

<u>Page(s) Affected</u>	<u>Changes</u>
1	Adds Text Regarding Location of Detariffed Services.
2-5	Updates Check Sheet
6-8	Updates Table of Contents
10	Adds language regarding Customer rights under MTSS (Page 4 of P.U.C.O. No. 3)
11-14	Removes Definitions of Detariffed Services (Pages 5-7 of P.U.C.O. No. 3)
19	Adds Termination Liability Text (Page 12 of P.U.C.O. No. 3)
26	Current Return Check Rate Moved from Price List Page 91 (Page 20 of P.U.C.O. No. 3) Removes Taxes
27	Adds Billing Dispute Address (Page 21 of P.U.C.O. No. 3); Updates OAC References (Page 22 of P.U.C.O. No. 3)
28	Updates OAC References (Page 23 of P.U.C.O. No. 3)
33	Updates OAC References (Page 29 of P.U.C.O. No. 3)
35	Updates OAC References (Page 34 of P.U.C.O. No. 3)
41 - 67.12	Removes Exchange Listings
69.1	Current Service Charge Rates Moved From Price List Page 88 (Page 46 of P.U.C.O. No. 3)
73	Current Rates Moved From Price List Page 89 (Page 47 of P.U.C.O. No. 3)
74	Current Rates Moved From Price List Page 90 (Page 47 of P.U.C.O. No. 3)
74.2	Current Rates Moved From Price List Page 90 (Page 49 of P.U.C.O. No. 3)
74.3.1 – 74.3.2	Removes Power Plus Business Bundled Service
74.3.3	Removes PowerSaver 9600 Business Bundled Service
74.3.4 – 74.3.6	Removes ValueSaver Business Bundled Service
74.3.9 – 74.3.10	Removes SmartPlan – Static and Unlimited Business Bundled Service
74.3.11 – 74.3.12	Removes SimpleSavings Business Bundled Service
74.4 – 74.5	Removes Tier 2 Business Calling Features; Current Rate Moved From Price List Page 91 (Page 50 of P.U.C.O. No. 3)
75	Removes Business Directory Assistance
76	Removes Business Presubscribed Operator Assistance
77	Removes Business Busy Line Verification and Interrupt
78 - 79	Removes Business Directory Listings
80	Removes Vanity Telephone Numbers (Page 51 of P.U.C.O. No. 3)
84 -85	Removes Message Toll Services
85.1 – 85.1.1	Removes Long Distance Services
85.2	Removes Public Telephone Surcharge
87 – 87.1	Removes Service Area Maps
88 – 94	Moves Price List Rates

**BullsEye Telecom, Inc.**

**EXHIBIT D**

**EXPLANATION OF COMPLIANCE WITH RULE  
4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR DETARIFFED  
SERVICES**

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in  
Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).

In accordance with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).Rates, Terms and Conditions for detariffed services  
have been deleted from the Tariff and are now available on the Company's website at: : [www.bullseyetelecom.com](http://www.bullseyetelecom.com)

Or the Customer may contact the Company at:

BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

Toll Free Telephone Number: 1-877-638-2855

**BullsEye Telecom, Inc.**

EXHIBIT E

CUSTOMER NOTICE

Copy of the Customer Notice of detariffing and related changes (4901:1-06-16(B) to include where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).

NON-RESIDENTIAL CUSTOMER NOTICE  
for BullsEye Telecom, Inc.

March 12, 2008

Dear Customer:

Beginning on April 2, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by BullsEye Telecom, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO). These services include:

Business Bundled Packages  
Message Toll Services  
Interexchange Long Distance Services  
Directory Services and Operator Services

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. BullsEye Telecom, Inc. must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the Company's future service offerings in a pricing guide online at [www.bullseyetelecom.com](http://www.bullseyetelecom.com) or you can request a copy of this information by contacting BullsEye Telecom, Inc. at 25900 Greenfield Road, Suite 330, Oak Park, Michigan 48237 or by calling 1-877-NET-BULL (638-2855).

Since these services will no longer be on file with the Commission, this means that the agreement reached between the Customer and the Company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call BullsEye Telecom, Inc. at the toll free number 877-NET-BULL (638-2855). or visit us at [www.bullseyetelecom.com](http://www.bullseyetelecom.com).

Sincerely,  
BullsEye Telecom, Inc.

**BullsEye Telecom, Inc.**

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT

STATE OF: Michigan

COUNTY OF: Oakland

AFFIDAVIT

I, Scott Loney, Vice President - Marketing, am an authorized agent of the applicant corporation, BullsEye Telecom, Inc., and am authorized to make this statement on its behalf. I attest that the customer notice accompanying this affidavit was sent to affected customers via direct mail on March 12, 2008 in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 12, 2008 Oak Park, Michigan  
(Date) (Location)

/s/ [Signature] 3/12/08  
Scott Loney, Vice President - Marketing (Date)

Subscribed and sworn to before me this 12th day of March, 2008  
(Date)

[Signature]  
Notary Public  
My Commission Expires:

JANET E. WIARD  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Sep. 06, 2013  
Acting in the County of

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

**Commission of Ohio Docketing Information System on**

**4/3/2008 5:18:08 PM**

**in**

**Case No(s). 08-0314-TP-ATA**

Summary: Application to Detariff Certain Tier 2 Services and make other changes related to the implementation of Case No. 06-1345-TP-ORD. electronically filed by Ms. Suzanne Pagana on behalf of BullsEye Telecom, Inc.