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Renée Jenkins, Secretary of Commission
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

RE: Application for Certification of Business Communication Analysts, Inc. to Provide Facilities-Based and Resold Local and Interexchange Services Throughout the State of Ohio - Case No. 08-46-TP-ACE

Dear Ms. Jenkins:

Enclosed for filing please find one original and seven (7) copies of the Application for Certification of Business Communication Analysts, Inc. to Provide Facilities-Based and Resold Local and Interexchange Services throughout the State of Ohio in the AT&T Service Areas. Simultaneously with this Application, the Applicant is submitting its Financial Exhibits separately with a Motion for Protective Order.

The following documents are included with this filing:

Telecommunications Application for Routine Proceedings;
Telecommunications Supplemental Application Form for Carrier Certification;
Exhibit 1 – Proposed Local Tariff
Exhibit 2 – Proposed Access Tariff
Exhibit 3 – Description of Services
Exhibit 4 – Description of Proposed Market Area
Exhibit 5 – Explanation of How the Proposed Services Are in the Public Interest
Exhibit 6 – Description of Class of Customers
Exhibit 7 – Evidence of Registration with the Ohio Department of Taxation
Exhibit 8 – Ohio Secretary of State Certification & Certificate of Good Standing
Exhibit 9 – Executive Summary of Financial Information
Exhibit 10 – Financial Statements (Redacted Version)
Exhibit 11 – Documentation to Support Cash and Funding Sources
Exhibit 12 – Technical and Managerial Expertise
Exhibit 13 – Officers and Directors
Exhibit 14 – Corporate Structure and Ownership Documentation
Exhibit 15 – Information Regarding Similar Operations in Other States
Exhibit 16 – Verification of Maintenance of Telephony Records
Exhibit 17 – Verification of Affiliate Transaction Requirements
Exhibit 18 – Explanation of Interconnection Negotiation Request
Exhibit 19 – Affidavit
Exhibit 20 – Advance Payments
Exhibit 21 – Customer Bill and Disconnect Notice
Exhibit 22 – Sample Application Form to Establish Residential Service
Exhibit 23 – List of Ohio ILEC Exchanges Business Communication Analysts, Inc.
proposes to serve

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician _____ Date Processed - 1/16/08

January 15, 2008
Renée Jenkins, Secretary of Commission
Public Utilities Commission of Ohio
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Questions regarding this filing may be directed to my attention at (407) 740-3031 or via e-mail at sthomas@tminc.com. Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Sharon Thomas". The signature is fluid and cursive, with the first name "Sharon" written in a larger, more prominent script than the last name "Thomas".

Sharon Thomas
Consultant to Business Communication Analysts, Inc.

ST/im.

Enclosures

cc: Christopher Porter, BCA
File: BCA – OH Local / Access
TMS: OHL0800

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
 (Effective: 10/26/2007)
 (Pursuant to Case No. 06-1345-TP-ORD)

In the Matter of the Application of
BUSINESS COMMUNICATION ANALYSTS, INC.
 To Provide Facilities-Based Local and Resold Local and
 Interexchange Services Throughout the State of Ohio

) TRF Docket No. 90-
) Case No. 08 - 46 TP - ACE
) NOTE: Unless you have reserved a Case # or are filing a Contract,
) leave the "Case No" fields BLANK

Name of Registrant(s) **BUSINESS COMMUNICATION ANALYSTS, INC.**
 DBA(s) of Registrant(s) **N/A**
 Address of Registrant(s) **23420 LORAIN AVENUE, UNIT 200, SUITE 227, OLMSTED, OH 44070**
 Company Web Address
 Regulatory Contact Person(s) **CHRISTOPHER A. PORTER** Phone **440-371-2250** Fax **440-937-4899**
 Regulatory Contact Person's Email Address **chris@bcanalysts.com**
 Contact Person for Annual Report **CHRISTOPHER A. PORTER** Phone **440-371-2250** Fax **440-937-4899**
 Address (if different from above) **SAME AS ABOVE**
 Consumer Contact Information **CHRISTOPHER A. PORTER** Phone **440-371-2250**
 Address (if different from above) **SAME AS ABOVE**
 Motion for protective order included with filing? ☒ Yes ☐ No
 Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG (Auto 90 day)	<input type="checkbox"/> NAG (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB (Non-Auto)	<input type="checkbox"/> ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		<input type="checkbox"/> ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, **BUSINESS COMMUNICATION ANALYSTS, INC.** and am authorized to make this statement on its behalf.

I 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 (Date) December 19th 2007 at (Location) NORTH OLMSTED, OHIO

Christopher A. Buttrick
*(Signature and Title) CHIEF EXECUTIVE OFFICER

(Date) 12/19/07

- 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, **SHARON THOMAS, CONSULTANT TO BUSINESS COMMUNICATION ANALYSTS, INC.**

verify that I have utilized the Telecommunications Application Form for Routine Proceedings 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.

*(Signature and Title) Sharon Thomas CONSULTANT

(Date) 1/15/08

*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

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of _____) Case No. 08 - 46 -TP- ACE
BUSINESS COMMUNICATION ANALYSTS, INC.)
To Provide Facilities-Based and Resold Local and)
Interexchange Services Throughout the State of Ohio)
Name of Registrant(s) BUSINESS COMMUNICATION ANALYSTS, INC.
DBA(s) of Registrant(s) N/A
Address of Registrant(s) 23420 LORAIN AVENUE, UNIT # 200, SUITE 227, NORTH OLMSTED, OH 44070

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

☐ Interexchange Tariff¹ ☒ Local Tariff¹ ☒ Carrier-to-Carrier (Access) Tariff

Description of Services

☐ Service provisioned via Resale ☐ Service provisioned via Facilities ☒ Both Resold and Facilities-based
☒ Description of Proposed Services ☒ Statement about the provision of CTS services ☒ Description of the proposed market area
☒ Explanation of how the proposed services in the proposed market area are in the public interest. ☒ Description of the class of customers (e.g., residence, business) that the applicant intends to serve

Business Requirements

Evidence of Registration with: ☒ Ohio Department of Taxation ☒ Ohio Secretary of State² & Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

- ☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.
- ☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions.
- ☒ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

- ☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
- ☒ List of names, addresses, and phone numbers of officers and directors, or partners.
- ☒ Documentation indicating the applicant's corporate structure and ownership.
- ☒ Information regarding any similar operations in other states.
If this company has been previously certified in the State of Ohio, include that certification number _____
- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

¹ Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

² Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):

- ☒ Verification of compliance with any affiliate transaction requirements

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):
- ☒ interconnection agreement ☒ retail tariffs ☒ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)
- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☐ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation Christopher A. Porter, Chief Executive Officer
and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification 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.

Executed on December 19th 2007 at North Olmsted, Ohio

Christopher A. Porter President
(Signature and Title)

12/19/07
(Date)

EXHIBIT 1

BUSINESS COMMUNICATION ANALYSTS, INC.

PROPOSED LOCAL TARIFF

Please note the tariff does not contain the following provisions:

- Deposits – The Company does not collect Customer deposits.

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

90-____-TP-TRF

Adams	Fairfield	Lucas	Summit
Athens	Fayette	Miami	Trumbull
Auglaize	Franklin	Madison	Tuskarawas
Belmont	Gallia	Mahoning	Washington
Brown	Geauga	Monroe	Wayne
Butler	Greene	Montgomery	Wood
Champaign	Hancock	Muskingum	Wyandot
Clark	Highland	Perry	
Columbiana	Hocking	Pickaway	
Coshocton	Jefferson	Portage	
Cuyahoga	Lake	Sandusky	
Erie	Lawrence	Stark	

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Business Communication Analysts, Inc. with principal offices at 23420 Lorain Avenue, Unit # 200, Suite 227, North Olmsted, OH 44070 for services furnished within the State of Ohio. This tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: January 16, 2008

Effective:

Issued by: Christopher A. Porter, Chief Executive Officer
23420 Lorain Avenue, Unit # 200, Suite 227
North Olmsted, OH 44070

Case No. 08-____-TP-ACE

OHL0800

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.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original			
Preface	1	Original	2	23	Original
Preface	2	Original	2	24	Original
Preface	3	Original	2	25	Original
Preface	4	Original	2	26	Original
Preface	5	Original	2	27	Original
Preface	6	Original	2	28	Original
1	1	Original	2	29	Original
1	2	Original	2	30	Original
1	3	Original	2	31	Original
1	4	Original	2	32	Original
2	1	Original	3	1	Original
2	2	Original	4	1	Original
2	3	Original	4	2	Original
2	4	Original	4	3	Original
2	5	Original	4	4	Original
2	6	Original	4	5	Original
2	7	Original	5	1	Original
2	8	Original	5	2	Original
2	9	Original	5	3	Original
2	10	Original	5	4	Original
2	11	Original	6	1	Original
2	12	Original	6	2	Original
2	13	Original	6	3	Original
2	14	Original	6	4	Original
2	15	Original	6	5	Original
2	16	Original	6	6	Original
2	17	Original	7	1	Original
2	18	Original	8	1	Original
2	19	Original	9	1	Original
2	20	Original			
2	21	Original			
2	22	Original			

* - indicates those pages included with this filing

Issued: January 16, 2008

Effective:

Issued by: Christopher A. Porter, Chief Executive Officer
23420 Lorain Avenue, Unit # 200, Suite 227
North Olmsted, OH 44070

Case No. 08-____-TP-ACE

OHL0800

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Regulations	Section 2
Service Areas	Section 3
Service Charges and Surcharges	Section 4
Local Exchange Service	Section 5
Supplemental Services	Section 6
Special Arrangements	Section 7
Promotional Offerings	Section 8
Service Area Maps	Section 9

Issued: January 16, 2008

Effective:

Issued by: Christopher A. Porter, Chief Executive Officer
23420 Lorain Avenue, Unit # 200, Suite 227
North Olmsted, OH 44070

Case No. 08-____-TP-ACE

OHL0800

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

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

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

Issued: January 16, 2008

Effective:

Issued by: Christopher A. Porter, Chief Executive Officer
23420 Lorain Avenue, Unit # 200, Suite 227
North Olmsted, OH 44070

Case No. 08-____-TP-ACE

OHL0800

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Business Communication Analysts, Inc., hereinafter referred to as the Company, to Customers within the state of Ohio. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Public Utility Commission of Ohio. In addition, this tariff is available for review at the main office of Business Communication Analysts, Inc., 23420 Lorain Avenue, Unit # 200, Suite 227, North Olmsted, OH 44070.

This tariff is effective for local exchange services only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

SERVICE AREA DESCRIPTION

The Company will offer service in those areas currently served by AT&T- Ohio. This tariff is effective only where an interconnection agreement is effective between Business Communication Analysts, Inc. and the underlying carrier. Specific service area information may be found in Section 3 of this tariff.

Issued: January 16, 2008

Effective:

Issued by: Christopher A. Porter, Chief Executive Officer
23420 Lorain Avenue, Unit # 200, Suite 227
North Olmsted, OH 44070

Case No. 08-____-TP-ACE

OHL0800

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: January 16, 2008

Effective:

Issued by: Christopher A. Porter, Chief Executive Officer
23420 Lorain Avenue, Unit # 200, Suite 227
North Olmsted, OH 44070

Case No. 08-____-TP-ACE

OHL0800

SECTION 1 - DEFINITIONS

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

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

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

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

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

Commission - Public Utility Commission of Ohio.

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

Company - Business Communication Analysts, Inc., the issuer of this tariff.

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

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SECTION 1 - DEFINITIONS, (CONT'D.)

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

Customer Terminal Equipment - Terminal equipment provided by the Customer.

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

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

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB - Individual Case Basis.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

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

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

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SECTION 1 - DEFINITIONS, (CONT'D.)

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

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

MOU - Minutes of Use.

MTSS - Minimum Telephone Service Standards

NECA - National Exchange Carriers Association.

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

PBX - Private Branch Exchange

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence.

P.U.C.O. - Public Utilities Commission of Ohio.

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

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

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

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SECTION 1 - DEFINITIONS, (CONT'D.)

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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

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

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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

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

User or End User - A Customer, Joint User, or any other person authorized by a 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 pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Ohio.

Customer 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

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated to the Customer, pursuant to Minimum Telephone Service Standards (MTSS) Section 4901:1-5-17(D), if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.Before disconnecting service to a Customer, the Company will notify or attempt to notify the Customer through any reasonable means.
- E. This tariff shall be interpreted and governed by the laws of the state of Ohio regardless of its choice of laws provision.
- F. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (Cont'd.)

- G. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6 and the MTSS rule at 4901:1-5-16.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. In addition, and in accordance with MTSS Section 4901:1-5-16(G)(2) interest of at least 5% per annum will be paid in the event of a customer over charge.

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SECTION 2 - REGULATIONS, (CONT'D.)

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

2.1.4 Limitations on Liability, (Cont'd.)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to: fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;
 6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.

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SECTION 2 - REGULATIONS, (CONT'D.)

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

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

F. 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 or fitness for a particular use, except those expressly set forth herein.

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SECTION 2 - REGULATIONS, (CONT'D.)

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

2.1.4 Limitations on Liability, (Cont'd.)

- G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be, in accordance with the MTSS, a credit of not less than three months local service charges. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for directory publication.
- I. With respect to Emergency Number 911 Service:
 - 1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

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SECTION 2 - REGULATIONS, (CONT'D.)

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

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service: (Cont'd.)

2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

J. Approval of limitation of liability language by the PUCO 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 consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2 - REGULATIONS, (CONT'D.)

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

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 notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. 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 and the MTSS. Any applicable installation credit will be provided in compliance with MTSS 4901:1-5-16 and 4901:1-5-20.
- B. The Company shall use reasonable efforts to maintain the facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

F. 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. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

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.

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SECTION 2 - REGULATIONS, (CONTD.)

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available to provide service other than basic service;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on a temporary basis until permanent facilities are available;

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

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SECTION 2 - REGULATIONS, (CONTD.)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

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

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

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

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SECTION 2 - REGULATIONS, (CONTD.)

2.3 Obligations of the Customer, (Cont'd.)

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 of 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. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities (Cont'd.)

- C. 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

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. 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.

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SECTION 2 - REGULATIONS, (CONTD.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

- A. 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.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer. The Company's bills and billing practices will comply with MTSS 4901:1-5-15.

- A. 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.
- B. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears.
- C. 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 thirty (30) days.
- D. Amounts not paid within thirty (30) days after the date of the invoice, but no sooner than fourteen (14) days after the postmark on the bill, are considered past due, and a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the due date minus any charges billed as local taxes, multiplied by 1.5%.
- E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. The Customer will be assessed a charge for each check submitted by the Customer to the Company that a financial institution refuses to honor.

Charge per returned check	\$25.00
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- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges and in compliance with MTSS 4901:1-5-17(M).

Charge per returned check	\$25.00
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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Public Utility Commission of Ohio. The complaint may be filed at the following address:

Public Interest Center
Public Utility Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793

The Customer may also contact the Commission via email at www.puco.ohio.gov or by toll-free at 1-800-686-7826 or for TDD-TTY at 1-800-686-1570

- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

2.5.4 Advance Payments

The Company may require a Customer to make an Advance Payment for special construction before a specific service or facility is furnished. The Advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a Deposit.

The Customer also requires advance payment of nonrecurring connection charges and the first month's billing of recurring monthly charges prior to the Customer receiving dial tone.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

- A. 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. No such deposit will be required of a Customer that has established satisfactory credit. 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.
- B. The deposit will not exceed an amount equal to 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.
- C. A deposit may be required in addition to an Advance Payment.
- D. 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.
- E. Deposits held for 180 days or longer will accrue interest in accordance with Section 4901:1 1-17-05 of the Ohio Administrative Code and will be refunded to the Customer after twelve consecutive months if, in accordance with the Ohio Administrative Code section 4901:1-17-06(B) the following conditions are met: a) the Customer must have paid the bill for twelve consecutive months without having service discontinued for nonpayment; b) the Customer must not have been late in paying the bill more than two times within a twelve month period; and c) the Customer must not be delinquent in bill payment at the end of the twelve month period.

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SECTION 2 - REGULATIONS, (CONTD.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

A. General

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. The Company may disconnect a Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable MTSS 4901:1-5-17(A). The Company may disconnect a Customer's toll service for nonpayment of toll charges in accordance with MTSS 4901:1-5-17(B). 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 MTSS.
3. Disconnection for reasons not involving nonpayment but requiring customer notice will be handled in accordance with MTSS 4901:1-5-17(D) and (E). Disconnection of service without notice will be in accordance with MTSS 4901:1-5-17(G). Payment schedules and disconnection procedures will be in accordance with MTSS 4901:1-5-17(K).
4. The Company's disconnection notices pursuant to Rule 4901:1-5-17(L), of the Ohio Administrative Code, just inform the Customer facing local service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection of local service. It must also inform the Customer 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.
5. The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
6. 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.)

A. General, (Cont'd.)

7. 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.
8. Upon the Company's discontinuance of service to the Customer under this Section, 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.
9. Reconnection of local and toll service after service has been disconnected will be in accordance with MTSS 4901:1-5-17(M).

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SECTION 2 - REGULATIONS, (CONTD.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

B. Disconnection for Nonpayment of Toll Service

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 service 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. 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.
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 that the Company utilizes:
 - a. Must not function as a vehicle by which the nonpaying toll Customer 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 selective toll blocking.
4. Neither purchase of the toll service provider's account's 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 nondiscriminatory 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

C. Disconnection for Nonpayment of Bundled Services

When a Customer purchases a package or bundle of services that includes both basic local exchange service and toll service and/or any non-regulated products or services, and the Customer fails to submit timely full payment for the entire package or bundle, the Company may discontinue the provision of any regulated and non-regulated products or services included in the package. If a partial payment is made that is sufficient to cover the charges for basic local exchange services, the Company may not disconnect the Customer's basic local exchange service. The Company may charge the Customer for basic local exchange service at the tariffed rate for stand-alone basic local exchange service.

A notice of disconnection for non-payment shall state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package. In no event shall a Customer be charged more than the price of the package or bundle of services. Further, the Customer shall be entitled to add, change or discontinue any regulated services provided according to the Company's normal procedures for adding, changing or discontinuing such services.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service. (Cont'd.)

D. Disconnection for Reasons other than Nonpayment

1. In accordance with MTSS 4901:1-5-17 (D) and (E), the Company may, after notification, or attempt to notify through any reasonable means, disconnect service when any of the following conditions exist:
 - a. A violation of or noncompliance with the Company rules or tariffs on file with the Commission;
 - b. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
 - c. A refusal by the Subscriber to permit the local service provider access to its facilities.
 - d. When the subscriber has committed a fraudulent practice as set forth and defined in the Company tariffs on file with the Commission.
2. In accordance with MTSS 4901:1-5-17 (G), the Company may without prior notice disconnect service when any of the following conditions exist:
 - a. An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
 - b. A subscriber's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
 - c. A subscriber tampers with facilities or equipment owned by the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

- A. Where the Company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 - REGULATIONS, (CONTD.)

2.6 Allowances for Interruptions in Service

2.6.1 Credit for Interruptions

- A. 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 rate 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 . in accordance with MTSS 4901:1-5-16(A)(B).
- B. 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. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed twenty-four (24) hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

In accordance with MTSS 4901:1-5-16 (A), no credit allowance will be made if the out-of-service condition:

- .1 Occurs as a result of a negligent or willful act on the part of the subscriber;
- .2 Occurs as a result of a malfunction of subscriber-owned telephone equipment or inside wire;
- .3 Occurs as a result of a military action, war, insurrection, riot, or strike; or
- .4 Cannot be repaired due to the subscriber missing a repair appointment.

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.6.4 Cancellation For Service Interruption

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

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of a contract term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.9.1 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.9.2 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Notices and Communications

- 2.11.1 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2 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.
- 2.11.3 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 placement 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.
- 2.11.4 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.
- 2.11.5 Customer bills will contain all of the information required by 4901:1-5-15.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Miscellaneous Provisions

2.12.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

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

2.12.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

The Company provides Local exchange services, subject to availability of facilities and equipment, in areas currently served by the Incumbent LECs:

1. AT&T Ohio.

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the Local Exchange Services Tariff of AT&T Ohio in their entirety. The Company does not concur in the rates of the ILEC. The Company's rates are set forth in this tariff.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Service Order and Change Charges are one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but is not limited to the following:

Service Connection Charge: A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc., for installations, moves, changes, or rearrangements of services and/or equipment.

Subsequent Non-Recurring Charge: A non-recurring charge may apply to the installation, change, or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.1 Service Order and Change Charges, Cont'd.

4.1.2 Rates – Tier I Services

Item	Maximum Rate	Current Rate
New Installation (Per Line) Service Connection	\$90.00	\$45.00
Per Access Line	\$95.00	\$75.00
Change to or from features; or Optional Features	\$50.00	\$25.00
Suspension of Service Restoral Charge (Per Line/Trunk)	\$75.00	\$35.00
Number Change (Per Access Line)	\$50.00	\$25.00
Rearrangement of Trunk Circuit	\$75.00	\$35.00
Establish, Change from One Type of Hunting to Another, or Rearrange Hunting Sequence Per Access Line	\$75.00	\$35.00
Change Type of Service (i.e. from Measured to Flat or Flat to Measured)	\$50.00	\$25.00

4.2 Premises Visit Charge – Tier I Services

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	Maximum Rate	Current Rate
Monday – Friday (Non-Holiday) 8am – 5pm		
First 15 minutes or fraction thereof	\$ 70.00	\$35.00
Each Additional 15 minutes or fraction thereof	\$ 30.00	\$15.00
Monday – Friday (Non-Holiday) 5 pm – 8 am		
First 15 minutes or fraction thereof	\$100.00	\$52.50
Each Additional 15 minutes or fraction thereof	\$ 50.00	\$22.50
Holidays – all day		
First 15 minutes or fraction thereof	\$140.00	\$70.00
Each Additional 15 minutes or fraction thereof	\$ 60.00	\$30.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.3 Restoral Charge – Tier I Services**

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

	Maximum Charge	Current Charge
Per occasion, per line or trunk:	\$50.00	\$25.00

4.4 Carrier Presubscription**4.4.1 Presubscription Procedures**

New Customers will be asked to select an intraLATA and/or interLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for presubscription service. The selected carrier(s) will confirm their respective Customer's verbal selection by third-party verification or return written confirmation notices. All new Customers' initial requests for intraLATA and/or interLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 30 calendar days in which to inform the Company of an intraLATA and/or interLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for toll carrier(s), the Customer will not have a presubscribed toll carrier, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll presubscription within the 30day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a presubscription change at any time subject to the charges specified below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available carriers to aid the Customer in selection.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription

4.4.2 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

1. The charge shall be no greater than those set forth below, unless modified by a Company-specific Commission-approved tariff.
2. If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

Nonrecurring Charges IntraLATA Presubscription Change Charge

The IntraLATA Presubscription Change Charge shall be applied as follows:

Per line, trunk, or port:

	Maximum Charge	Current Charge
-- Manual Process	\$5.00	\$5.00
-- Electronic Process	\$1.25	\$1.25

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 Public Telephone Surcharge

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.

Rate Per Call:

Current Charge
\$0.60

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SECTION 5 – LOCAL EXCHANGE SERVICE

5.1 Local Business Service

5.1.1 General

Local Business Service provides a Customer with a telephonic connection to, and a unique telephone number on the Company's switching network. Local Business Service is furnished with touch-tone dialing as a standard feature. Local Business Service is available only under a message rate pricing arrangement. The standard and optional features and functions are stated for each service offering. Local Business Service enables the Customer to:

- A. Calls from other stations on the public switched telephone network;
- B. Access the Company's Local Calling Services and other Services as set forth in this tariff;
- C. access interexchange calling services of the Company and of other carriers;
- D. Access (at no additional charge) to the Company's operators and business office for service related assistance;
- E. Access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F. Access relay services for the hearing and/or speech impaired;

Each Local Business Service line or trunk corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

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SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.1 Local Business Service, (Cont'd.)

5.1.2 Message Rate Local Business Line Service

- A. Recurring charges for each Message Rate Local Business Line Service apply as follows:

The maximum rates set forth in this section apply to all direct-dialed local calls.

Term Agreement:	Maximum Rate	Current Rate
Month-to-Month	\$60.00	\$27.50
2 Year	\$60.00	\$27.50
3 Year	\$60.00	\$27.50
5 Year	\$60.00	\$27.50

- B. Nonrecurring Charges

Nonrecurring charges for Message Rate Local Business Line Services are set forth in Section 4.

- C. Usage Charges

	Maximum Rate	Current Rate
Charge per local message	\$0.39	\$0.17

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SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.1 Local Business Service, (Cont'd.)

5.1.3 Business Analog Trunk Service

A. Recurring Charges

Recurring charges for each Message Rate Local Business Line Service apply as follows:

The maximum rates set forth in this section apply to all direct-dialed local calls.

Trunk Charges	Maximum Rate	Current Rate
Month –to-Month Term	\$60.00	\$27.50
2-Year Term	\$60.00	\$27.50
3-Year Term	\$60.00	\$27.50
5-Year Term	\$60.00	\$27.50
DID Service Charge – Per Trunk		
Month –to-Month Term	\$30.00	\$15.00
2-Year Term	\$30.00	\$15.00
3-Year Term	\$30.00	\$15.00
5-Year Term	\$30.00	\$15.00
DID Service Charge – Per Block of 20 DID Numbers		
Month –to-Month Term	\$10.00	\$5.00
2-Year Term	\$10.00	\$5.00
3-Year Term	\$10.00	\$5.00
5-Year Term	\$10.00	\$5.00

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SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.1 Local Business Service, (Cont'd.)

5.1.3 Business Analog Trunk Service (Cont'd.)

B. Nonrecurring Charges

Trunk charge, per Trunk	Maximum Charge	Current Charge
Month –to-Month Term	\$90.00	\$45.00
2-Year Term	\$90.00	\$45.00
3-Year Term	\$90.00	\$45.00
5-Year Term	\$90.00	\$45.00
DID Service charge, per Trunk		
Month –to-Month Term	\$100.00	\$47.00
2-Year Term	\$100.00	\$47.00
3-Year Term	\$100.00	\$47.00
5-Year Term	\$100.00	\$47.00

C. Usage Charges

	Maximum Rate	Current Rate
Charge per local message	\$0.39	\$0.17

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SECTION 6 – SUPPLEMENTAL SERVICES**6.1 Regulated Optional Calling Features****6.1.1 General**

Optional Regulated Calling Features are available in conjunction with business services offered by the Company. Features are provided subject to availability and may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.2 Feature Descriptions

Call Waiting - Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call.

Call Trace - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Caller ID Basic - This service permits the Customer to preview the number of an incoming call before the call is answered. Caller ID records the number, date and time of each incoming call. Caller ID requires the use of specialized Customer Premises Equipment (CPE) not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

Caller ID per Line Blocking - Prevents the display of the calling telephone number on all calls dialed from an exchange service equipped with this option. It is not necessary to dial an activation code prior to placing the call. Caller ID per Line Blocking is offered at no charge to the Customer.

Caller ID per Call Blocking - Prevents the display of the calling telephone number on all calls dialed from an exchange service equipped with this option. It is necessary to dial an activation code prior to placing the call. Caller ID per Call Blocking is offered at no charge to the Customer.

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SECTION 6 – SUPPLEMENTAL SERVICES**6.1 Regulated Optional Calling Features****6.1.3 Rates for Tier I Services****A. Tier I Core Services**

Monthly Recurring Charges	Maximum Rate	Current Rate
Caller ID per call blocking	\$15.00	\$7.00
Caller ID Basic (Number Only)	\$15.00	\$7.00

B. Tier I Non-Core Services

Monthly Recurring Charges	Current Rate
Call Waiting	\$ 5.00
Call Trace	\$20.00
Caller ID per line blocking	\$ 5.00

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.2 Directory Listings

6.2.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

6.2.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

B. Additional Listings

Additional listings may be the listings of individual names of those entitle to use the customer's service or , for business, Departments, Divisions, Trade names, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)**6.2 Directory Listings (Cont'd.)****6.2.2 Listings (Cont'd.)****B. Additional Listings**

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

6.3 Nonpublished Service**6.3.1 General**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Nonpublished Service (Cont'd.)

6.3.1 General (Cont'd.)

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

6.3.2. Monthly Recurring Rates

	Current Rate
Nonpublished Number Service, per number	\$10.00

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 Directory Assistance Services

6.4.1 General

The Company furnishes Directory Assistance Service ("DA") for the purpose of aiding subscribers in obtaining telephone numbers when a party in Michigan requests assistance in obtaining telephone numbers of subscribers who are located within the local calling area or in the same numbering plan area as the number the party is calling from.

A Customer may obtain Directory Assistance in determining telephone numbers and has the option of having an operator complete a call within the Local Calling Area or an Intra-LATA number as part of the call to the Directory Assistance operator.

There may be a charge assessed for DA calls.

If the directory assistance operator provides an incorrect number, then the Company will not bill for the call or will give a credit equal to the charge. The call under such circumstances will not count against the Customer's monthly call allowance.

Charges for DA are not applicable to inquiries received from public and semipublic telephones, or from telephone service furnished for the use of handicapped persons.

6.4.2 Per Call Charges

	Current Rate
Local Directory Assistance, Per Call	\$1.50
Call Completion, Per Call	\$1.00

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SECTION 7 – SPECIAL ARRANGEMENTS

7.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB's for Tier 1 services or for residential Tier 2 services will be filed with the Commission for approval.

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SECTION 9 - PROMOTIONAL OFFERINGS**8.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

8.2 Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.

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SECTION 9 - SERVICE AREA MAPS

9.1 AT&T Ohio Service Areas



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EXHIBIT 2

BUSINESS COMMUNICATION ANALYSTS, INC.

PROPOSED CARRIER-TO-CARRIER (ACCESS) TARIFF

TITLE PAGE

OHIO

INTRASTATE CARRIER-TO-CARRIER (ACCESS) SERVICES TARIFF

OF

BUSINESS COMMUNICATION ANALYSTS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the provision of access services provided by Business Communication Analysts, Inc. ("Company" or "the Company"), with principal offices at 23420 Lorain Avenue, Unit # 200, Suite 227, North Olmsted, OH 44070 for services furnished within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*			
14	Original	*	39	Original	*			
15	Original	*	40	Original	*			
16	Original	*	41	Original	*			
17	Original	*	42	Original	*			
18	Original	*	43	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			
25	Original	*	50	Original	*			

* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

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

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

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Public Utilities Commission. For example, the 4th Revised Page 15 cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.(1)
 - 2.1.1.A.(1)(a)

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access – A connection between a Customer Premises and a Point of Presence of an interexchange carrier for the transmission of voice, data or video/image information.

Access Line - An arrangement that connects the Customer's local exchange line to a Company designated Switching Center or Point of Presence.

Access Minutes - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

Access Service Request (ASR) - The service order form used by access service Customers and the Company for the process of establishing, moving or rearranging access services provided by the Company.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

Account – Either a Customer's physical location or individual Service represented by a unique account number within the billing system. Multiple services each with a unique account number may be part of one physical location.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

Application for Service – The Company's order process that includes technical, billing and other descriptive information provided by Customer that allows the Company to provide requested communications Services for Customer and Customer's Authorized Users. Upon acceptance by the Company, the Application for Service becomes a binding contract between Customer and the Company for the provision and acceptance of Service.

Authorized User – A person, firm, corporation, or other entity that is authorized by Customer to be connected to the Service of Customer.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Automatic Number Identification (ANI) - The automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

Bit - The smallest unit of information in a binary system of notation.

Bps - Bits per second. The number of bits transmitted in a one second interval.

Business Hours - The phrase "Business Hours" generally means the time beginning at 8:00 a.m. and ending at 5:00 p.m. local time at the place of Company operation, Monday through Friday excluding holidays.

Business Office - The phrase "Business Office" means the primary location where the business operations of the Company are performed and where a copy of the Company's tariffs are made available for public inspection. The address of the business office is 23420 Lorain Avenue, Unit # 200, Suite 227, North Olmsted, Ohio 44070.

Call - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

Central Office - The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

Commission - Refers to the Public Utilities Commission of Ohio.

Company or Carrier - Used throughout this tariff to indicate the Business Communication Analysts, Inc.

Competitive Local Exchange Carrier - ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Constructive Order - Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer - Any person, firm, partnership, corporation or other entity that uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the Customer is an interexchange carrier utilizing the Company's Switched Access services described in this tariff to reach its End User customer(s).

Customer Premises - The premises specified by the Customer for termination of access services. Typically an interexchange carrier's Point of Presence.

Dedicated Access - Where originating or terminating access between an end user and an interexchange carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence or designate without utilizing the services of the local switched network.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

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Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End Office - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

End Office Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the End User is connected via station loops or trunks to an End Office Switch.

End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. In most contexts, the End User is the customer of an interexchange carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this tariff to provide the End User with access to the IC's communication and switching systems.

End User Premises - The premises specified by the Customer or End User for termination of access services at the End User's physical location.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such End Offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

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Exchange Message Interface ("EMI") – The industry standard format used for exchange of telecommunications message information among carriers.

Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to the Company Services.

FCC – Federal Communications Commission.

Gbps - Gigabits per second; billions of bits per second.

Holiday – The term "holiday" means 8:00 a.m. to, but not including 11:00 p.m. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Host Office - An electronic switching system that provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case.

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

Intrastate - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

Interexchange Carrier (IXC or IC) - A long distance telecommunications services provider that furnishes services between exchange areas.

Kbps - Kilobits per second; 1000s of bits per second.

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LATA - Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

Local Access Facility - The channel provided by the LEC (or other local service provided) to connect the Point-of-Presence to a Customer location.

Local Exchange Company (LEC) - A company that furnishes local exchange telephone services.

Mbps - Megabits per second; millions of bits per second.

Message - See Call.

N/A - Not Applicable.

Night/Weekend - The words "night/weekend" mean 11:00 p.m. to, but not including, 8:00 a.m. local time in the originating city, all day on Saturday, and all day Sunday except from 5:00 p.m. to, but not including, 11:00 p.m.

Nonbusiness Hours - The phrase "nonbusiness hours" means the time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

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

NPA - Numbering Plan Area or area code.

Off-Hook - The active condition of Switched Access service or a telephone exchange line.

On-Hook - The idle condition of Switched Access service or a telephone exchange line.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

Other Common Carrier - The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

PIC Authorization - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

PIC - Primary Interexchange Carrier.

Point of Presence or POP - The physical location associated with an interexchange carrier's communication and switching systems.

Point of Termination - The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

Presubscription - An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier (PIC).

Primary Interexchange Carrier (PIC) - The interexchange carrier (IXC) designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

Private Line - A service that provides dedicated path between one or more Customer Premises.

Query - The inquiry to a Company database to obtain information, processing instructions or service data.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

Remote Switching Modules or Remote Switching Systems (RSM/RSS) - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

Services - The Company's common carrier communications services provided under this Tariff.

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 in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

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Service Order - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order for services offered under this tariff.

Serving Wire Center Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer is connected via station loops or trunks to a Serving Wire Center Switch.

Special Access - See Dedicated Access.

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routine, and control.

Switched Access - Where originating or terminating access between an end user and an interexchange carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

Tandem Switch - See Access Tandem.

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Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Direction - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

Timely Payment - A payment on a Customer's account made on or before the due date.

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

Trunk Group - A set of trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Underlying Carrier - A provider of interstate telecommunications services from whom the Company acquires facilities or services that it utilizes to provide the Company services to Customers.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1 The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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2.3 Limitations

- 2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers that cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7 No Company services specified herein shall be provided until after the Company has completed, to its satisfaction, testing of such services and of Company systems, processes and procedures.

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2.4 Assignment and Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company. These transactions must be submitted for approval by the Commission.

2.5 Application or Service

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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2.7 Liability of the Company

- 2.7.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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2.7 Liability of the Company, (Cont'd.)

- 2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8 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 or fitness for a particular use, except those expressly set forth herein.
- 2.7.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

Approval of Limitation of Liability language by the PUCO 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 consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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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2.8 Liability of the Customer

- 2.8.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2 To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3 A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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

2.9 Obligations of the Customer

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

- A. 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 non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- B. providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit 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;
- C. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. Any and all costs associated with the 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;
- D. 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 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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2.9 Obligations of the Customer, (Cont'd.)

2.9.1 (Cont'd.)

- E. 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 2.9.1.C.; 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;
- F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H. taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- I. ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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2.9 Obligations of the Customer, (Cont'd.)

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

A. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

B. Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

C. Jurisdictional Reports

(1) Report Requirements for Access Services

All charges (i.e. monthly rates, usage rates, and nonrecurring charges) are prorated between interstate and intrastate based on industry practices as set forth in this section.

(2) Procedure for Determining Call Jurisdiction

For traffic originated by the Customer and terminated by the Company, the Company shall compare the terminating NPA-NXX of the called the Company local service customer to the Local Routing Number ("LRN") field of the EMI access records, where such LRN field is properly populated.

Where such LRN field is not properly populated, and for all other traffic, the Company shall compare its local service customer's NPA-NXX to the originating Automatic Number Identification ("ANI") or to the calling NPA-NXX, except that the Company shall use the Percent Interstate Use ("PIU") when the originating ANI is not available or when the jurisdiction of the call cannot otherwise be determined.

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

2.9 Obligations of the Customer, (Cont'd.)

2.9.2 (Cont'd.)

D. Jurisdictional Definitions

Interstate – A call is an interstate communication if the NPA-NXX of the Company local service customer placing or receiving the call is not within the same state as the called or calling party respectively.

Intrastate – A call is an intrastate communication if the NPA-NXX of the Company local service customer placing or receiving the call is within the same state as the called or calling party respectively.

E. Jurisdictional Percentages and Determination of Access Charges

Switched access charges shall be prorated based on the call jurisdiction determined through the procedure set forth in 2.9.2.C.(2), above. When a PIU must be used, it shall be expressed as a whole number between 0 and 100. The sum of the PIU and the intrastate jurisdictional percentage (IJP) must equal 100%. The IJP is determined by subtracting the PIU from 100. When a PIU must be used, the PIU factor and IJP factor serve as the basis for development of interstate and intrastate charges to the Customer pursuant to the procedure identified in 2.9.2.C.(2), above. When a PIU must be used, the quantity of service is multiplied by the PIU and IJP factors and by the applicable tariff rate to develop the charge.

Separate PIU factors, when PIU factors are applicable pursuant to 2.9.2.C.(2) above, are required for originating or terminating usage.

F. Interstate PIU

The PIU will be established by the Company or provided by the interexchange carrier (IC) customer as described following:

(1) Developed PIU

Where the Company can, pursuant to 2.9.2.C.(2), above, adequately determine the jurisdiction of an originating or terminating call from the call detail, the Company will bill according to the jurisdiction of the call as determined from that call detail.

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

2.9 Obligations of the Customer, (Cont'd.)

2.9.2 (Cont'd.)

F. Interstate PIU, (Cont'd.)

(2) Customer-Provided PIU

Where the Company does not possess the capability to adequately determine the jurisdiction of a switched access service, a PIU factor must be reported by the customer to the Company, as follows:

The customer will provide a projected interstate usage percentage for originating (FGA, FGB, and FGD) access minutes for each LATA from which the customer may originate or terminate traffic. The specified percentage will be applied to all end offices to which the customer may originate or terminate traffic within the LATA.

All PIU factors provided in a report update must be furnished via a letter. PIU factors provided via letter will be kept on file by the Company.

For FGA and FGB, pursuant to Federal Communications Commission Order FCC 85-145 (adopted April 16, 1985), when the customer does not have sufficient data to determine jurisdiction, the PIU is to be developed as though every call that enters the Customer's network at a point within the same state as that in which the called station is situated (as designated by the called station number) is an intrastate communication. Every call for which the point of entry is in a state other than that where the called station is situated (as designated by the called station number) in an interstate communication.

G. Intrastate IJP

(1) Company-Developed IJP

Where the Company can, pursuant to 2.9.2.C.(2), above, adequately determine the jurisdiction of an originating or terminating call from the call detail, the Company will bill according to the jurisdiction of the call as determined from that call detail.

(2) Customer-Provided IJP

Where the Company does not possess the capability to adequately determine the jurisdiction of a switched access service, the Company will determine the IJP for the service by subtracting the customer-provided PIU from 100.

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

2.9 Obligations of the Customer, (Cont'd.)

2.9.2 (Cont'd.)

H. Report Updates

(1) Annual Requirements

The customer shall provide to the Company by April 15 of each year a written report which provides the methodology utilized by the customer to develop the PIU factors provided in the quarterly report.

If the customer does not provide the annual report by April 15 of each year, the customer will be notified by certified mail that if the annual report is not received within thirty (30) calendar days of the receipt of the notice, the Company will designate its default PIU factor of 50% for each service, with the exception of originating 700 Access Service, arranged for interstate use. For originating 700 Access Service, the Company will designate a PIU factor of 0%. This factor will be applied pursuant to 2.9.2.C.(2), above, to the next billing cycle following the thirty (30) day notice period and will be utilized until the customer provides an annual report. Once the customer does provide an annual report, the Company will update the customer's PIU factors within fifteen (15) business days utilizing the most current PIU reported by the customer.

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

2.9 Obligations of the Customer, (Cont'd.)

2.9.2 (Cont'd.)

I. Quarterly Update Requirements

The customer is required to provide updates to the PIU reports. Upon receipt by the Company, the revised report will serve as the basis for future billing pursuant to 2.9.2.C.(2), above, and will be effective on the next bill date for that service. No prorating or back billing will be done based on the report. The revised report will be used by the Company to apportion usage rates pursuant to 2.9.2.C.(2), above.

- (1) Effective on the first of January, April, July, and October of each year, the customer will update the PIU reports. The customer will forward to the Company, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report will serve as the basis for the next three months billing pursuant to 2.9.2.C.(2), above.
- (2) When the customer does not provide a quarterly update report, but has complied with the annual report requirements, the Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Company. When the customer does not provide a quarterly update report and has not complied with the annual report requirements, the default PIU will be applied pursuant to 2.9.2.C.(2), above.

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2.9 Obligations of the Customer, (Cont'd.)

2.9.2 (Cont'd.)

J. Audit of Jurisdictional Accuracy

- (1) If the Company disputes the reasonableness of the PIU provided by the customer as set forth in 2.9.2.H., preceding, or the reported PIU varies by more than five percentage points over the preceding PIU, the Company may ask the customer to provide the data used by the customer to determine the projected interstate percentage. The customer shall retain, for a minimum of one year, accurate call detail records from which the percentage of interstate and intrastate use can be derived, and shall make such records available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection and audit within fifteen (15) days of the Company's request for verification.

The Company shall limit audits to no more than one per year, except where additional audits may be required to verify allocation changes that represent a five percent shift from the customer's most recent reported figures, and such change is not the result of seasonal shifts or other identifiable reasons. The customer may request that verification audits be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the customer.

In the event that the customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the customer's PIU, the Company will bill the usage for all the contested periods using the PIU reported by the customer for the previous period pursuant to 2.9.2.H., above. This PIU will remain in effect until the customer provides the call detail records from which the percentage of interstate and intrastate use can be derived. No prorating or back billing will be done based on the newly derived factor.

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

2.10 Billing and Payment For Service

2.10.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services that result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s);

2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff.

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

2.10 Billing and Payment For Service, (Cont'd.)

2.10.3 Payment for Service

- A. All charges due from the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Charges shall be due and payable as specified on the bill.
- E. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, 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 (thirty) days.
- G. Amounts not paid within 30 (thirty) days after the mailing date of invoice will be considered past due.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Billing and Payment For Service, (Cont'd.)****2.10.4 Disputed Charges**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- B. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- C. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- D. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- F. The Customer shall notify the Company of any disputed items on an invoice within ninety (90) days of receipt of the invoice.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules and procedures. The address of the Commission is as follows:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793
Telephone: (614) 466-3292

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A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the payment due date falls on a Saturday, Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

2.10.6 Returned Check Charge

A service charge equal to \$30.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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

2.11 Taxes, Surcharges and Fees

- 2.11.1 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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

2.12 Deposits and Advanced Payments

2.12.1 General

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures prior to initiating service to the Customer. Where, as a result of such a validation, the Customer's creditworthiness is found to be unacceptable to the Company, the Company may refuse to initiate service to the Customer or may require a deposit or advance payment prior to initiating service.

2.12.2 Deposits

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating 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. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D. The Company will pay interest at the rate permitted by applicable law.

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2.13 Cancellation by Customer

2.13.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

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

2.13 Cancellation by Customer, (Cont'd.)

2.13.2 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. 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 net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The charges described above will be calculated and applied on a case-by-case basis.

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

2.14 Cancellation by Company

2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.14.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- A. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- B. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C. In the event of a national or local emergency in which the Company has reason to believe that its services may be used for causing terrorist acts or harm to citizens.
- D. In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- E. In the event of tampering with the equipment or services of the Company or its agents.
- F. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- G. If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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2.14 Cancellation by Company, (Cont'd.)

2.14.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- E. For use of telephone service for any property or purpose other than that described in the application.
- F. For Customer's breach of any contract for service between the Company and the Customer.
- G. For periods of inactivity in excess of sixty (60) days.

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2.15 Restoration of Service

- 2.15.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2 A restoration fee of \$25.00, or the actual costs incurred by the Company, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in 47 C.F.R., Chapter I, Part 64, , Appendix A, which specify the priority system for such activities.

2.16 Provision of Company Equipment and Facilities

- 2.16.1 The Company shall use reasonable efforts to maintain only the facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- 2.16.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer except following required notice procedures.
- 2.16.3 Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4 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 under 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. Subject to 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 - RULES AND REGULATIONS, (CONT'D.)

2.17 Interconnection

- 2.17.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2 Connection of the Customer with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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

2.18 Customer-Provided Equipment

- 2.18.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5 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 may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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

2.19 Inspection, Testing and Adjustments

- 2.19.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.19.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.
- 2.19.3 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 applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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

2.20 Allowances for Interruptions in Service

2.20.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

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

2.20.2 Limitations of Allowances

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

- (1) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (2) due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (3) due to circumstances or causes beyond the reasonable control of the Company;
- (4) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (5) 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;
- (6) when the Customer is known to have planned or participated in terrorism or in acts that may cause harm to citizens;
- (7) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (8) that was not reported to the Company within thirty (30) days of the date that service was affected.

2.20.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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

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

2.20.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 2.20.2 A., if a Customer's service is interrupted, and it remains interrupted for eight (8) normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption; generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:
- $$\text{Credit} = A/720 \times B$$
- A = outage time in hours (must be 8 or more)
B = total monthly recurring charge for affected service.
- D. No credits will be provided for usage sensitive services.
- E. Cellular and other wireless transmission and Internet-based calling is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls that experience problems related to cellular or other wireless transmissions or for calls that experience problems related to Internet-based communications including but not limited to those calls that transcend wireline and Voice over Internet Protocol ("VoIP") networks.

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

2.21 Notices and Communications

- 2.21.1 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.
- 2.21.2 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 bills for service to which the Customer shall mail payment on that bill.
- 2.21.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5 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 second business day following placement 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.
- 2.21.6 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.

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

2.22 Mixed Interstate and Intrastate Switched Access Services

- 2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features changes shall be determined through the procedure set forth in 2.9.2, above.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

- 3.1.1 Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.
- 3.1.2 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3 In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Manner of Provision

- 3.2.1 Switched Access is furnished for originating and terminating calls by the Customer to its End User.
- 3.2.2 Switched Access is furnished on a per-line or per trunk basis.
- 3.2.3 Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for Switched Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 3.2.4 Switched Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office switches for the Customer's use in originating and terminating communications. Basic Switched Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).
- 3.2.5 Two types of Switched Access are available:
 - A. Tandem Connect Access: This option applies when the customer has no direct facilities to the End Office. Traffic is routed to and from the End Office via the Access Tandem. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
 - B. Direct Connect Access: This option applies when the Company or another service provider provides dedicated facilities between the customer's premises and the End Office. This transmission path is dedicated to the use of a single Customer. The Customer is responsible for providing such facilities itself or for negotiating such arrangements with possible suppliers. To the extent that the Company is able to provide such arrangements, the dedicated portion of Direct Connect Access would be provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Switched Access Service****3.3.1 Switched Transport**

For traffic that EMI records indicate was tandem switched (for example, when traffic is not routed via a direct end office trunk), switched transport rate elements shall apply. As used in this Section 3.3.1, "switched transport rate elements" include (without limitation) tandem switched termination rate elements, tandem switched facility rate elements, tandem switching rate elements, and common transport multiplexing rate elements.

3.3.2 End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function has between the end office and the STP.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 Access Ordering

3.4.1 General

- A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
 - (1) Customer name and Premises address(es);
 - (2) Billing name and address (when different from Customer name and address); and
 - (3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.4.2 Access Service Date Intervals

- A. Access Service is provided with Standard or Negotiated Intervals.
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
 - (1) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 Access Ordering, (Cont'd.)

3.4.2 Access Service Date Intervals, (Cont'd.)

B. (Cont'd.)

(2) For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six (6) months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:

- (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- (b) There is no existing facility connecting the Customer Premises with the Company; or
- (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
- (d) The Company determines that Access Service cannot be installed within the Standard Interval.

C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.4.3 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.5 Special Construction or Special Service Arrangements

- 3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 6 of this tariff.

3.6 Obligations of the Company

- 3.6.1 With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

A. Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.6 Obligations of the Company, (Cont'd.)****3.6.1 (Cont'd.)****B. Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.7 Obligations of the Customer

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 3.9 of this tariff and are as follows:

A. Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable:

Jurisdictional Reports

When a Customer orders Switched Access Service that may be used for both interstate and intrastate traffic, the Customer is responsible for providing reports as set forth in Section 2.9.2, preceding. Charges will be apportioned in accordance with those reports.

B. On and Off-Hook Supervision

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations

3.8.1 General

There are three types of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

3.8.2 Types of Charges

- A. Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.
- C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations, (Cont'd.)

3.8.3 Measurement of Access Minutes

- A. When recording originating calls over Switched Access Service with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access Service ends when the originating Switched Access Service entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.
- B. For terminating calls over Switched Access Service with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating calls over Switched Access Service with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first.
- D. For terminating calls over Switched Access Service with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- E. Mileage, where applicable, will be measured in accordance with standard industry practices.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations, (Cont'd.)

3.8.3 Measurement of Access Minutes, (Cont'd.)

- F. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

3.8.4 Moves

- A. A move of services involves a change in the physical location of one of the following:

- (1) The point of termination at the Customer's Premises, or
- (2) The Customer's Premises

- B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

- (1) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

- (2) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations, (Cont'd.)

3.8.5 Installation of Optional Features

- A. If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.
- B. For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

3.8.6 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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SECTION 4 – RATES AND CHARGES

4.1 Carrier Common Line Access

Originating Per Access Minute	Note 1
Terminating Per Access Minute	Note 1
800 Database Query, Per Call	\$0.002294

4.2 Switched Access Service

4.2.1 Switched Transport

Tandem-Switched Termination (per access minute)	Note 1
Tandem-Switched Facility (per access minute per mile)	Note 1
Tandem Switching (per access minute per tandem)	Note 1
Common Transport Multiplexing (per access minute)	Note 1

4.2.2 End Office Switching

Local Switching (per access minute)	Note 1
Common Trunk Port (per access minute)	Note 1
Information Surcharge	Note 1

Note 1 – The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company ("ILEC") which serves the territory in which the traffic originates or terminates, as set forth in that ILEC's PUCO Switched Access Tariff (AT&T Ohio Tariff No. 20, Part 21.)

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SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES

5.1 IntraLATA PIC Change Charge

IntraLATA Presubscription Change Charge, per
business or residence line, trunk, or port:

- Manual PIC Change	\$5.50
- Electronic PIC Change	\$1.25

The Company will waive one-half of the intraLATA PIC change charge, whether electronic or manual, when such changes are performed simultaneously with an interLATA PIC change.

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SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION**6.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

All contracts will be filed with the Public Utility Commission of Ohio for approval.

6.2 Special Service Arrangements

6.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as ICB, the Company will provide, where practical and at its sole discretion, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

6.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

6.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

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SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (CONT'D.)

6.4 Special Construction Charges

6.4.1 General

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
- (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 - (2) of a type other than that which the Company would normally utilize in the furnishing of its services;
 - (3) over a route other than that which the Company would normally utilize in the furnishing of its services;
 - (4) in a quantity greater than that which the Company would normally construct;
 - (5) on an expedited basis;
 - (6) on a temporary basis until permanent facilities are available;
 - (7) involving abnormal costs;
 - (8) in advance of its normal construction; or
 - (9) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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EXHIBIT 3

BUSINESS COMMUNICATION ANALYSTS, INC.

DESCRIPTION OF SERVICES

With this Application, Business Communication Analysts, Inc. ("the Company") is requesting authority to provide Facilities-Based Local Exchange and Resold Local and Interexchange Telecommunications Services in all exchanges in the AT&T Ohio market area.

Initially, the Applicant proposes to provide local services by combining unbundled network elements and reselling services obtained from incumbent local exchange carriers to business customers only. The Applicant may eventually provide local services via its own switching facilities and add residential services.

The proposed services include, but will not be limited to:

- Basic Business Local Exchange Service with Custom Calling and CLASS Features;
- Business Ancillary Services (911, E-911, 411, Relay Service, Directory Listings, and Directory Assistance, etc.)
- Centrex
- ISDN
- AIN Provided Features
- DID Trunks and Lines
- Access to Long Distance Services

In addition to the services listed above, the Applicant, through interconnection agreements with other carriers or resale of other carriers' services, will offer dual-party relay services, 911 Emergency Services, Directory Assistance, Operator-Assisted Calls, Toll Free Calling and Resold Interexchange Services. The Company may also offer non-regulated services, such as Internet Access.

All Services that remain subject to tariffing under the Ohio Administrative Code are included in the tariffs included as Exhibit 1 and 2.

EXHIBIT 4
BUSINESS COMMUNICATION ANALYSTS, INC.
DESCRIPTION OF PROPOSED MARKET AREA

Business Communication Analysts, Inc. initially proposes to offer its services within AT&T Ohio market area.

To the extent the Company seeks to offer service in other ILEC market areas, it will file the appropriate AAC filing.

A listing of the Proposed Market Area (PMA) is attached to Exhibit 23.

EXHIBIT 5

BUSINESS COMMUNICATION ANALYSTS, INC.

EXPLANATION OF HOW THE PROPOSED SERVICES IN THE PROPOSED MARKET AREA ARE IN THE PUBLIC INTEREST

The Applicant's provision of local service is targeted to business customers and will provide a competitive alternative to the public. It will promote, through competition, the efficient use of the local exchange telecommunications networks. Customers will benefit by having alternatives from which to choose and from general improvements in price, features and options that are generated by competitive pressures.

The Applicant's proposed services will provide multiple public benefits by increasing the efficiency of incumbent carriers by providing users of telecommunications services with greater reliability and by increasing the competitive choices available to users in the State.

Enhanced competition in telecommunications services likely will further stimulate economic development in Ohio. In addition, increased competition will create incentives for lower prices, more innovative services and more responsive customer service.

Furthermore, the approval of this Application will not adversely affect the incumbent carriers' service.

Local exchange service competition will also stimulate the demand for the services supplied by all local service carriers, including those of the incumbent carriers. The carriers will have market incentives to improve the efficiency of its operations, and it will benefit from the increased use of its services, due to the expansion of the total market and by their competitively driven prices.

Further, as demonstrated above, the approval of this Application will provide significant benefits to consumers in the state of Ohio in terms of carrier choice, price, increased reliability, responsiveness and the introduction of new services. Additionally, as competition has driven telecommunications prices downward, businesses have seen reductions in their operating costs and increases in their sales, which have contributed to the viability of the economy and employment levels.

EXHIBIT 6

BUSINESS COMMUNICATION ANALYSTS, INC.

DESCRIPTION OF THE CLASS OF CUSTOMERS THAT THE APPLICANT INTENDS TO SERVICE

Initially, the Applicant proposes to provide local services to business customers only.

At a later date, the Applicant may introduce its services to residential Customers.

EXHIBIT 7

BUSINESS COMMUNICATION ANALYSTS, INC.

EVIDENCE OF REGISTRATION WITH THE OHIO DEPARTMENT OF TAXATION



January 15, 2008
Via U.S. Mail

2600 Maitland Center
Pkwy.
Suite 300
Maitland, FL 32751
P.O. Drawer 200
Winter Park, FL
32790-0200
Tel: 407-740-8575
Fax: 407-740-0613
tmi@tmine.com

Ohio Department of Taxation
Care of: Public Utilities Section
21st Floor
30 East Broad Street
Columbus, Ohio 43266-0420

Dear Sir/Madam:

Please be advised that The Business Communication Analysts, Inc. has applied for certification by the Public Utilities Commission of Ohio to operate as a provider of resold and facilities-based local exchange and resold long distance telecommunications services in the State of Ohio.

All official correspondence should be addressed to:

Christopher A. Porter, Chief Executive Officer
Business Communication Analysts, Inc.
23420 Lorain Avenue, Unit 200, # 227
North Olmsted, Ohio 44070
Telephone: 440-371-2250
Facsimile: 440-937-4899

Please contact me at (407) 740-3031 if you should have any questions regarding this matter.

Sincerely,

Sharon Thomas
Consultant to Business Communication Analysts, Inc.

ST/im.

Copy: C. A. Porter, Business Communication Analysts, Inc.
File: BCA - OH Local

EXHIBIT 8

BUSINESS COMMUNICATION ANALYSTS, INC.

**OHIO SECRETARY OF STATE CERTIFICATION
&
CERTIFICATE OF GOOD STANDING**



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/07/2007	200715702628	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	100.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

BUSINESS COMMUNICATION ANALYSTS INC
23420 LORAIN AVE
UNIT 200, STE 227
N OLMSTED, OH 44070

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1705035

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

BUSINESS COMMUNICATION ANALYSTS, INC.

and, that said business records show the filing and recording of:

Document(s)

FOREIGN LICENSE/FOR-PROFITAuthorization to transact business in Ohio is hereby given, until surrender, expiration or
cancellation of this license.

Document No(s):

200715702628

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 6th day of June, A.D.
2007.

Ohio Secretary of State



Prescribed by :

The Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Mail Form to one of the Following:

☒ Yes PO Box 1390
Columbus, OH 43216

--- Requires an additional fee of \$100 ---

☐ No PO Box 670
Columbus, OH 43216

**FOREIGN CORPORATION APPLICATION FOR LICENSE
OR REGISTRATION OF CORPORATION NAME**
(For Foreign Profit or Nonprofit)

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) Foreign Corporation		(2) Registration of Corporate Name by Unlicensed Foreign Corporation	
<input checked="" type="checkbox"/> For-Profit (151-FLP)	ORC 1703	<input type="checkbox"/> Original (158-RCO)	ORC 1703
<input type="checkbox"/> Nonprofit (152-FLN)		<input type="checkbox"/> Renewal (172-RNR (RCR))	
Filing Fee \$125.00		Filing Fee \$50.00	
		(Registration No.)	

Complete the general information in this section for the box checked above.

Corporate Name	Business Communication Analysts, Inc.		
Under the Laws of the State of	Michigan (Home State)		
Date of Incorporation in Home State	July 27, 2006 (Date)		
The corporation's principal office is located at			
23420 Lorain Ave., Unit 200, #227 (Street) NOTE: P.O. Box Addresses are NOT acceptable.			
North Olmsted	Ohio	44070	
(City)	(State)	(Zip Code)	
The corporate purpose it proposes to exercise in the state of Ohio are as follows: (Please provide a brief but specific description; a general purpose clause is not sufficient)			
to provide basic local telephone exchange service throughout the State of Ohio.			
The corporation is carrying on or doing business.			
<input type="checkbox"/> Check here if additional provisions are attached			

Complete the information in this section if box (1) is checked.

The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in Ohio:

CT Corporation System

(Name)

1300 East Ninth Street, Suite 1010

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cleveland

(City)

Ohio

(State)

44114

(Zip Code)

The entity above irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- A. the agent cannot be found or
- B. the above listed fails to designate another agent when required to do so, or
- C. the above stated registration to do business in Ohio expires or is cancelled

Complete the information in this section if profit is checked in box (1).

The application is made to secure a ☒ permanent ☐ temporary license

The corporation's principal office within Ohio is to be located in

☐ Corporation will not have an office in Ohio

23420 Lorain Ave., Unit 200, #227

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

North Olmsted

(City)

Cuyahoga

(County)

Ohio

(State)

44070

(Zip Code)

Has the corporation obtained a license to transact business in Ohio at any time in the past? ☐ Yes ☒ No

If yes, prior License No. _____

issued _____

(Date)

The date on which the corporation began transacting business in Ohio

☐ Date _____

OR

☒ Will begin business upon approval of application

Is this application being made to enable the corporation to prosecute or defend a legal action?

☐ Yes ☒ No

Complete the information in this section if non-profit is checked in box (1).

The location of its principal office in the state of Ohio is

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(County)

Ohio

(State)

(Zip Code)

(Pursuant to ORC 1703.27 must have an Ohio address)

SS.

IN WITNESS WHEREOF, the corporation has caused this application to be executed by an authorized

officer on April 18 2007
(Date)STATE OF OhioCOUNTY OF CuyahogaChristopher A. Porter _____, being first duly sworn, deposes and says that he/she is the
(Name of Officer)President _____ of Business Communication Analysts, Inc.
(Title)

the corporation described in the foregoing application, and that the statements contained in said application are true and correct to the best of my knowledge and belief.

Signature: X Christopher A. PorterName: Christopher A. Porter

Sworn to before me and subscribed in my presence,

4/18/07
(Date)[Signature]
(Notary Public)

NOTARY SEAL

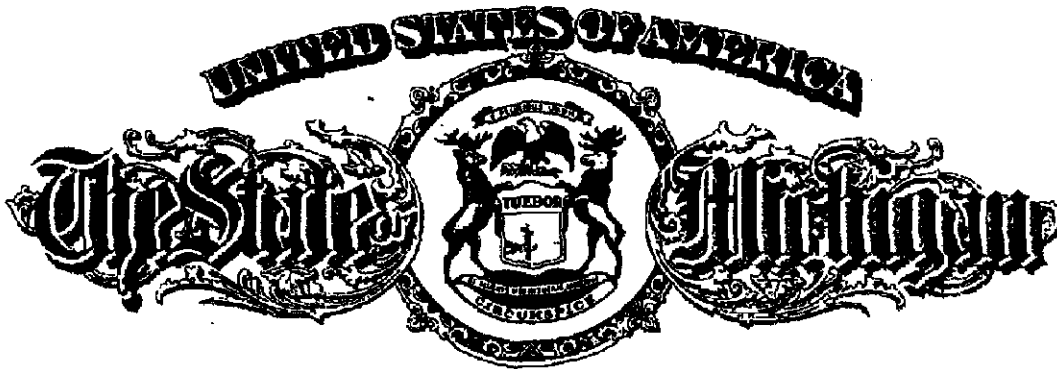
Expiration date of Notary's Commission: 04/18/07
(Date)MARK A. KINTA, Attorney
NOTARY PUBLIC STATE OF OHIO
My Commission Expires Expiration Date
Section 147.03 R.C.



Toll Free: 1-877-SOS-FILE (1-877-767-3453)

**(For Domestic / Foreign, Profit or Nonprofit)
Must Be Accompanied By Another Form**

Page 5



This is to Certify That

BUSINESS COMMUNICATION ANALYSTS, INC.

a Michigan profit corporation was validly incorporated on July 27, 2006, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 17th day of April, 2007.

Andrew S. Smith, Director

Bureau of Commercial Services

GOLD SEAL APPEARS ONLY ON ORIGINAL

EXHIBIT 9

BUSINESS COMMUNICATION ANALYSTS, INC.

EXECUTIVE SUMMARY OF FINANCIAL INFORMATION

Business Communication Analysts, Inc. has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. The Applicant has the financial support necessary to procure, install, and operate facilities and to hire and train the personnel necessary to conduct the operations described herein. The Applicant's financial strength and ability to offer the above services is demonstrated in the Applicants Pro-Forma Financial Statements of which copies are provided separately with a Motion for Confidential Treatment.

Due to the sensitive nature of the financial data, the Applicant is requesting confidential treatment in a Motion for Protective Order. The Financial Statements, required to be submitted to the Commission as part of this Application, contain highly confidential and proprietary information. Public disclosure of this information would materially damage the competitive and financial position of the Applicant. Exhibit 10 includes redacted financial statements; confidential financial statements are being submitted separately with the Motion for Protective Order.

EXHIBIT 10

BUSINESS COMMUNICATION ANALYSTS, INC.

FINANCIAL STATEMENTS

The Applicant is submitting a Motion for Protective Order for its Financial Statements.

A redacted version of these financial statements is provided with this Exhibit. The Confidential version is being submitted under seal with the Motion for Protective Order.

“PUBLIC VERSION - REDACTED”

**BUSINESS COMMUNICATION ANALYSTS, INC.
STATEMENT OF ASSETS, LIABILITIES, AND CAPITAL-CASH BASIS**

ASSETS

CURRENT ASSETS

Cash in bank	[REDACTED]
--------------	------------

TOTAL CURRENT ASSETS	[REDACTED]
-----------------------------	-------------------

TOTAL ASSETS	<u>[REDACTED]</u>
---------------------	--------------------------

LIABILITIES AND STOCKHOLDER’S EQUITY

SHORT TERM LOAN	[REDACTED]
------------------------	-------------------

STOCKHOLDER’S EQUITY	[REDACTED]
-----------------------------	-------------------

Common stock, \$1 par value, [REDACTED] shares	
--	--

TOTAL LIABILITIES AND STOCKHOLDER’S EQUITY	[REDACTED]
---	-------------------

“PUBLIC VERSION - REDACTED”

“PUBLIC VERSION - REDACTED”

**BUSINESS COMMUNICATION ANALYSTS, INC.
PROFORMA FINANCIAL STATEMENTS**

Income Statement

Sales

Voice & Internet Services

[REDACTED]

Total Sales

[REDACTED]

Cost of Sales

Network Equipment Purchases

[REDACTED]

Internet Colocation

[REDACTED]

Internet Bandwidth

[REDACTED]

Internet Loops

[REDACTED]

Labor Costs

Payroll

[REDACTED]

FICA, Ins, 401K

[REDACTED]

Total Labor Costs

[REDACTED]

Agent Commission

[REDACTED]

Total Cost of Sales

[REDACTED]

Expenses

Monthly Network Cost (\$[REDACTED] x 12)

[REDACTED]

Office Equipment

[REDACTED]

Office Rent & Utilities

[REDACTED]

Interest

[REDACTED]

Total Expenses

[REDACTED]

Net Income

[REDACTED]

“PUBLIC VERSION - REDACTED”

“PUBLIC VERSION - REDACTED”

**BUSINESS COMMUNICATION ANALYSTS, INC.
PROFORMA FINANCIAL STATEMENTS**

Balance Sheet

Assets

Current Assets

Cash

[REDACTED]

Total Assets

[REDACTED]

Liabilities and Equity

Short Term Liabilities

Note Payable

[REDACTED]

Total Liabilities

[REDACTED]

Stockholder's Equity

Common Stock

[REDACTED]

Paid in Capital

[REDACTED]

Retained Earnings

[REDACTED]

Total Stockholder's Equity

[REDACTED]

Total Liabilities and Equity

[REDACTED]

“PUBLIC VERSION - REDACTED”

EXHIBIT 11

BUSINESS COMMUNICATION ANALYSTS, INC.

DOCUMENTATION TO SUPPORT CASH AND FUNDING SOURCES

Please refer to Exhibit 10 for documentation supporting Business Communication Analysts, Inc.'s
Cash and Funding Sources.

EXHIBIT 12

BUSINESS COMMUNICATION ANALYSTS, INC.

TECHNICAL AND MANAGERIAL EXPERTISE

BUSINESS COMMUNICATION ANALYSTS, INC.

BRIEF BIOGRAPHIES OF KEY MANAGEMENT AND TECHNICAL PERSONNEL

Christopher A. Porter Owner / CEO

Mr. Porter has four years of experience in the telecommunications industry. Prior to starting BCA, Inc. Mr. Porter worked for Telemarc Concepts, Inc. where he managed the financial operations of the company. His tasks included accounts payable, accounts receivable, payroll, and commissions.

Michael Larkin Manager Service Center / Customer Support

Michael Larkin brings more than 10 years of leadership experience in the telecommunications industry. Prior to joining BCA in 2006, Mr. Larkin directed the ESP Customer Service group for SBC Communications. This group was responsible for the processing of upwards to 10,000 customer orders per month and providing support to one of the largest agent programs in the country. As Director of the program, Mr. Larkin was responsible for establishing customer service procedures, order flow matrixes, quality assurance checks, hiring of personnel and the management of day-to-day operations. In addition to operating a customer service center, Mr. Larkin has held several roles in the telecommunications industry, including sales and marketing and the training of customer service personnel.

Mr. Larkin earned a Bachelor of Arts degree in Communications from Texas A&M University.

Kip Ploeg Product Engineer

Essential Functions at Creative Communications Consultants, Choice One, & US Exchange:

- Project lead on domestic and international projects requiring system design, system integration and/or installation and utilizing carrier products and other telecommunications equipment and peripherals.
- Provide primary engineering input to Customer requirements and provide guidance to lower level engineers and other staff assigned to a project.

Responsibilities:

- Manage all assigned carrier projects, domestic and international using proper Project Management skills, techniques and tools.
- Manage domestic and international carrier proposals including the financial and technical bid strategy.
- Manage the preparation of technical proposals and pricing. This includes delegating technical assignments to individuals within or outside of the project, developing a project bill of materials, working with purchasing to obtain pricing for OEM equipment and preparing engineering cost estimates.

BUSINESS COMMUNICATION ANALYSTS, INC.

BRIEF BIOGRAPHIES OF KEY MANAGEMENT AND TECHNICAL PERSONNEL

- Actively participate in final contract negotiations.
- Executing carrier systems contracts including leading a project team that will engineer, integrate, test and provide any required field installation/testing functions as required in the contract.
- Provide the primary engineering expertise for the design and integration of systems involving carrier products and OEM equipment for domestic and international projects.
- Prepare carrier schedules and budgets with sufficient detail to allow the tracking of progress in the design and integration of the system and the associated costs.
- Work with purchasing to execute purchase orders for major OEM items and installation sub-contracts.
- Interface with the Customer, as needed, for commercial and technical issues, scheduling, acceptance tests, and other project matters.
- Manage field personnel for any contract requirements.
- Made sound technical decisions with minimal management input, based on technical competency and engineering input, prevailing company financial objects and contractual obligations.
- Effectively negotiate technical issues with the Customer.
- Gather System Requirements by means of site surveys, propagation analysis, and other carrier design activities.
- Provide technical support to the Sales Department for domestic and international systems opportunities, including; project definition, system specification development, implementation of system upgrades and enhancements to existing systems.
- Interfaced with other departments as needed.
- Mentor for Project Engineers. Provide support to trade shows, determining customer needs, identifying concerns and recognizing

Gary Sides

Sales / Product Management

Gary Sides has had over 21 years of experience in the telecommunications industry. Mr. Sides has worked for Teledial America, US Signal, and LCI. Mr. Sides was a sales agent manager at a national level. As a manager at the national level, Mr. Sides was closely involved with sales agents training program, quality control, as well as product information and management. Mr. Sides has been responsible for the sale of a wide range of products including voice, toll free, internet, VOIP, and audio conferencing. Mr. Sides has been able to meet and exceed sales goals given to him at a national level. His years of experience has led to him successfully working with executives in the telecommunication industry. Mr. Sides is a proven sales motivator and leader.

EXHIBIT 13

BUSINESS COMMUNICATION ANALYSTS, INC.

Names, Addresses and Phone Numbers of Officers and Directors

The following individuals are officers of Business Communication Analysts, Inc. and may be contacted at the Company's headquarters located 23420 Lorain Avenue, Unit 200, # 227, North Olmsted, Ohio 44070. Telephone Number: (440) 371-2250.

Officers:

Christopher A. Porter	CEO and President
-----------------------	-------------------

Directors

Christopher A. Porter	CEO and President
-----------------------	-------------------

100% Ownership of Business Communication Analysts, Inc.

EXHIBIT 14

BUSINESS COMMUNICATION ANALYSTS, INC.

Corporate Structure and Ownership Documentation

Business Communication Analysts, Inc. is a privately held Company incorporated under the laws of the State of Michigan.

The Company's corporate address is:

Business Communication Analysts, Inc.
23420 Lorain Avenue, Unit 200, # 227
North Olmsted, Ohio 44070
Telephone: 440-371-2250
Facsimile: 440-937-4899

Mr. Christopher A. Porter CEO and President, holds 100% Ownership of the Company.

EXHIBIT 15

BUSINESS COMMUNICATION ANALYSTS, INC.

Information Regarding Similar Operations in Other States

Business Communication Analysts, Inc. is currently authorized to offer the same services it is requesting with this Application in Illinois, Indiana and Michigan. The Applicant, however, has not started offering services in these states yet. As of this date, testing has begun in the State of Michigan.


The Applicant also maintains an Interstate Access Services tariff on file with the Federal Communications Commission.

EXHIBIT 16

BUSINESS COMMUNICATION ANALYSTS, INC.

Verification of Maintenance of Telephony Records

I, Christopher A. Porter, President and Chief Executive Officer of Business Communication Analysts, Inc., a Michigan Corporation, verify that Business Communication Analysts, Inc. will maintain its local telephony records in accordance with Generally Accepted Accounting Principles ("GAAP"), as required by O.A.C. 4901:1-6-10(D)(4), adopted pursuant to PUCO Case No. 06-1345-TP-ORD.


Christopher A. Porter, Chief Executive Officer
Business Communication Analysts, Inc.
23420 Lorain Avenue, Unit 200, # 227
North Olmsted, Ohio 44070
Telephone: 440-371-2250
Facsimile: 440-937-4899

Dated: 12/19/07

EXHIBIT 17

BUSINESS COMMUNICATION ANALYSTS, INC.

Verification of Affiliate Transaction Requirements

I, Christopher A. Porter, President and Chief Executive Officer of Business Communication Analysts, Inc., a Michigan Corporation, verify that Business Communication Analysts, Inc. will comply with all Affiliate Transaction Requirements set forth in O.A.C. 1901:1-6-10(D)(3), adopted pursuant to PUCO Case No. 06-1345-TP-ORD.



Christopher A. Porter, Chief Executive Officer

Business Communication Analysts, Inc.

23420 Lorain Avenue, Unit 200, # 227

North Olmsted, Ohio 44070

Telephone: 440-371-2250

Facsimile: 440-937-4899

Dated:

12/19/07

EXHIBIT 18

BUSINESS COMMUNICATION ANALYSTS, INC.

Explanation of Interconnection Negotiation Request

Pursuant to 1996 TRA Sections 251 and 252

Business Communication Analysts, Inc. has requested negotiation of an Interconnection Agreement with AT&T Ohio.

EXHIBIT 19

BUSINESS COMMUNICATION ANALYSTS, INC.

Affidavit

STATE OF OHIO

§
§
§

COUNTY OF CUYAHOGA

I, Christopher A. Porter, President and Chief Executive Officer of Business Communication Analysts, Inc., having been duly cautioned, state that Business Communication Analysts, Inc., a Michigan Corporation, has requested interconnection arrangements with AT&T Ohio. Provided with this Exhibit is a copy of the bona fide letter sent to AT&T requesting interconnection negotiations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Business Communication Analysts, Inc. anticipates initiating service as soon as practicable after receiving approval from the Commission, execution of its interconnection agreement and testing is complete.

I, hereby verify that all of the information submitted herein is true and correct to the best of his knowledge and belief.

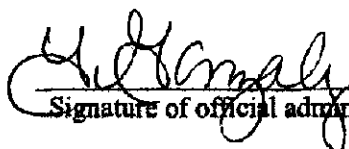
Further affiant sayeth not.



Christopher A. Porter, Chief Executive Officer
Business Communication Analysts, Inc.
23420 Lorain Avenue, Unit 200, # 227
North Olmsted, Ohio 44070
Telephone: 440-371-2250
Facsimile: 440-937-4899

Sworn and subscribed before me this 10 day of January ~~2007~~ 2008.

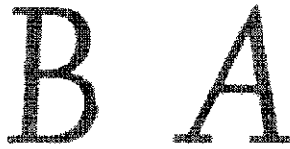
My Commission expires 5/31/2010



Signature of official administering oath

TIFFANY S. GONZALEZ, NOTARY
STATE OF OHIO
MY COMMISSION EXPIRES: 05/31/10

TMA RECEIVED JAN 14 2008



Business Communication Analysts, Inc.

AT&T,

Business Communication Analysts, Inc. is a certified facility based carrier in the state of Michigan. BCA is in the process of becoming a facilities based CLEC in the state of Ohio. BCA would like to negotiate an interconnection and resale agreement in the state of Ohio.

Listed below are the codes requested by AT&T:

OCN: 514E
Resale OCN: 598E
ACNA: BMA

If you have any further questions or require additional information please use the contact information provided below. We look forward to hearing from you.

Thank You,
Chris Porter

President
Business Communication Analysts, Inc.
440-371-3391 Phone
440-937-4899 Fax
chris@bcanalysts.com

EXHIBIT 20

BUSINESS COMMUNICATION ANALYSTS, INC.

Advance Payments

Business Communication Analysts, Inc. requires Advance Payments of nonrecurring connection charges and the first month's billing of recurring monthly charges prior to the Customer receiving dial tone. Payment arrangements are described in the tariff attached as Exhibit 1.

EXHIBIT 21

BUSINESS COMMUNICATION ANALYSTS, INC.

Customer Bill and Disconnect Notice

BCA Business Communication Analysts, Inc.

23420 Lorain Rd.
Unit 200 #227
North Olmsted, OH 44070

Page 1 of 3

Mail Date: 04/20/2007
Billing Number: 00020939
Customer Number: 1000189
Main Billing Phone: XXX-XXX-XXXX

ACME INC.
12 GOLF COURSE DRIVE
WEST END IL 27376

For local billing inquiries please call
1-800-843-9214

MONDAY THROUGH FRIDAY
8:00 A.M. TO 6:00 P.M. (EST)
SATURDAY CLOSED

See page 3 for your service providers.

If you are paying for multiple BCA
accounts with one check, please
include the remittance slip for each
account and note the account numbers
on the memo line of your check.
Thank you.

BCA now offers online billing at
www.bcanalysts.com/onlinebill
Your PIN to register is: 114889209

Business Communication Analysts SUMMARY OF SERVICE

Amount Previously Due\$0.00

CURRENT CHARGES

One-Time Charges	\$346.29
Monthly Recurring Charges	\$603.42
Local Usage Charges	\$0.78
Local Long Distance Usage Charges	\$0.00
Long Distance Usage Charges	\$2.10
Toll Free Inbound Usage Charges	\$0.12
City/Municipal Taxes	\$9.52
County Taxes	\$19.05
State Taxes	\$33.33
Federal Taxes	\$42.86
Other Fees and Surcharges	\$0.00

TOTAL AMOUNT DUE BY 05/11/2007\$1,057.18

Acme Inc.
12 Golf Course Drive
West End IL 27376

Invoice Date: 04/20/2007
Billing #: 00020939
Customer #: 1000189
Due Date: 05/11/2007

Amount Due: \$1,057.18

Amount Paid: |

Please make checks out to **BUSINESS COMMUNICATION ANALYSTS**

BUSINESS COMMUNICATION ANALYSTS
23420 LORAIN RD
UNIT 200 #227
NORTH OLMSTED OH 44070

Has your billing address changed?
Please check this box and note changes
on the reverse side of this receipt.

GENERAL INFORMATION

Payments that you have made but do not appear on this bill as a credit should be deducted from the "Total Amount Due" before you make the payment. The remittance slip should always accompany your payment. When paying in person, please bring your remittance slip. The "Amount Due" date on this bill refers to the current month's charges and does not extend any previous billing due dates or payment arrangements. An explanation of the various charges, rate schedules, and instructions on how to verify the accuracy of this bill can be obtained at a local BCA retail location or by calling BCA Customer Service toll-free at the number on the front page of this bill. All federal, state and local taxes are computed in accordance with the appropriate tax laws.

Billing or service questions or complaints should be referred to BCA Customer Service. Discrepancies should be reported within 20 days of the date of the bill to allow necessary adjustments to be made before the next bill cycle. If a portion of your bill is incorrect or disputed, that amount only may be deducted from your payment. All other charges must be paid to avoid interruption of your service. Please call BCA Customer Service toll-free to report the error.

A "Late Payment Charge" may apply to each customer bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The charge is applied to the total amount carried forward and is included in the amount due on the current bill. Service and equipment are billed one month in advance. If you begin service or make any additions or changes to existing service in the middle of the billing period, your bill will show a PRO-RATION. This amount represents the partial month charge or credit from the date of the addition or change to the next bill date. The minimum service period is 30 days. "CR" next to a charge denotes a credit. If "CR" appears next to the "Total Amount Due," do not pay.

If your amount due is less than \$2.01, you may not receive a billing statement.

EXPLANATION OF CALL CODES

Long Distance Class of Call

P = Person to Person

S = Station to Station

Long Distance Rate Periods

D = Day

E = Evening

N = Night

DM = Day Multirate

EM = Evening Multirate

NM = Night Multirate

IC = International Call Rate Period

TAXES, SURCHARGES AND FEES

9-1-1 Surcharge: A monthly surcharge that is remitted to individual counties to fund the operation and maintenance of the county 911 systems.

Network Surcharge / Network Usage Fee: A flat monthly surcharge to help offset the fees that BCA is charged by other wireless and wireline companies for connecting calls to and completing calls from their networks.

Interstate Subscriber Line Charge: Local telephone companies recover some of the costs of the telephone line connected to a residence or business through a monthly charge on the local telephone bill. This charge helps local telephone companies pay for the cost of building and maintaining outside telephone wires, underground conduit, telephone poles and other facilities that link each telephone customer to the telephone network.

Federal Taxes: Taxes assessed on behalf of and remitted to the Federal Government, such as the federal excise tax, which applies to all wireless and wireline customers.

State Taxes: Taxes assessed on behalf of and remitted to state government agencies. State taxes usually apply only to local monthly service charges and usually takes the form of a sales tax. The application of these taxes may vary by state.

County/Municipal Taxes: Taxes assessed on behalf of and remitted to a county or municipal level government. The taxes usually apply only to local monthly service charges and can be a sales tax, a franchise fee, or both. The application of these taxes may vary by municipality or county.

Taxes on Roaming: All the applicable sales and excise taxes levied on roaming charges — charges incurred while using your wireless service outside of BCA coverage areas. This is a usage-based tax applied only if roaming occurred. This tax applies to wireless usage only.

Federal USF Surcharge — The Federal Universal Service Fee is a monthly percentage charge to Customers to recover amounts BCA must pay into a federal program called the Universal Service Fund (USF). The USF helps provide affordable telecommunications services for low-income customers and customers in rural areas. It also provides discounts on Internet access for eligible schools, libraries and rural health care providers. The Federal Universal Service Fee is equal to the percentage prescribed by the Federal Communications Commission (FCC) for the USF (also known as the Contribution Factor). The FCC publishes the Contribution Factor on a quarterly basis. BCA will revise the Federal USF Surcharge periodically to be consistent with the Contribution Factor.

Dual Party Relay Service Surcharge: The Americans with Disabilities Act requires all companies offering voice service to provide access to a Telecommunications Relay Service (TRS) and to contribute to a shared fund to support this service. This service enables an individual who is hearing or speech impaired to communicate with others through access to a Teletypewriter (TTY) and/or Telecommunications Device for the Deaf (TDD). BCA assesses this surcharge based upon the amount that it pays to the Dual Party Relay Service Provider.

Change of Address

Have you moved? Please keep your billing address up-to-date by noting any changes here.

Company Name _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

SERVICE PROVIDER(S)

Your InterLATA long distance carrier(s) are*:
 GLOBAL CROSSING TELECOM

Your IntraLATA long distance carrier(s) are*:
 GLOBAL CROSSING TELECOM

Your Local carrier is*:
 BCA

* If you have multiple telephone numbers, further information concerning long distance carrier assignments for those additional lines are on record with your local business office.

SUMMARY OF PAYMENTS AND ADJUSTMENTS

PAYMENTS	123.45
ADJUSTMENTS	123.45
TOTAL PAYMENTS AND ADJUSTMENTS	123.45

SUMMARY OF CURRENT CHARGES

BASIC BCA	123.45
TOTAL	123.45

CURRENT CHARGES DUE 10/10/2019

Non-payment of the TOTAL for BASIC charges shown above could result in disconnection of those services and may be subject to collection actions.

Nonpayment of all other charges for services listed above may result in the disconnection of these services and may be subject to collection actions, but will not result in the disconnection of basic local service.

BCA SUMMARY OF CURRENT CHARGES

Service from xxx/xxx/xxx to xxx/xxx/xxx
 Toll charge inquiries call 1-800-900-9000

BASIC BUSINESS SERVICE

LOCAL SERVICE	900.00
LORAIN COUNTY E911 FEE	0.00
ACCESS CHARGE PER FCC ORDER	0.00
FEDERAL EXCISE TAX	0.00
STATE SALES TAX	0.00
FEDERAL USE SURCHARGE	0.00
NETWORK SURCHARGE/NETWORK USAGE FEE	0.00
TOTAL BASIC SERVICE	900.00
TOTAL BCA CHARGES	900.00

DETAIL OF LOCAL SERVICE CHARGES

The following detail itemizes your current billing as required by your state regulatory agency. These charges are reflected on your regular monthly bill. Taxes and prorated monthly charges are not included. The rate schedules for basic local exchange services are available and will be mailed by BCA upon request at no cost to the customer.

DETAIL OF LOCAL SERVICE CHARGES

23	ADS 36 MONTH PRI B CHANNEL	0.00
99	NO CHARGE - NON PUB	0.00
5	INTERSTATE SUBSCRIBER LINE CHARGE	0.00

BCA Direct Dialed Calls
 FOR (440) 236-6700

LINE	DATE	TIME	CITY	CALLED	AREA	NUMBER	CL	RP	MIN	AMOUNT
10/00	014P	CLE	OH	440	444-4444	S D	1.0			0.00
20/00	014A	CLE	OH	440	444-4444	S D	1.0			0.00

BCA CUSTOMER MESSAGE

Important information for Customers Paying by Check BCA may convert your payments by check to an electronic Automated Clearinghouse (ACH) debit transaction. The debit transaction will appear on your bank statement, although your check will not be presented to your financial institution or returned to you. This ACH debit transaction will not enroll you in any BCA automatic debit process and will only occur each time a check is received. Any resubmissions due to insufficient funds may also occur electronically. Please be aware that all checking transactions will remain secure, and payment by check constitutes acceptance of these terms. We value your business and appreciate you selecting BCA as your telecommunications provider.

Should you have a question or complaint about your telephone service or billing, please call our business office at 1-800-000-0000, or you may send written inquiries to: Business Communications Analysts, 23420 Lorain Road #227, North Olmsted, Ohio 44070. If our business office efforts to respond to an inquiry or complaint are unsuccessful, please call the BCA Action Line at 1-800-000-0000.

If your questions are not resolved after you have called Business Communication Analysts, Inc., you may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or 1-614-466-3292 or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180 from 8:00 AM to 5:00 PM weekdays or visit the PUCO website at www.puco.ohio.gov. Residential Customers may call the Ohio Consumers' Counsel (OCC), toll free at 1-877-742-5622 from 8:30 AM to 5:30 PM weekdays, or visit the OCC website at www.pickocc.org.

To help us serve you faster, please bring your entire billing statement with you when paying in person at one of our payment center locations.

BCA's Great Calling Features are Available on a Pay-Per-Use Basis.

*69 - CALL RETURN: If you missed a call, just dial *69 (1169 for rotary phones) and your phone will automatically redial the number for 30 minutes until it gets through.

*66 - REPEAT DIALING: If you keep getting a busy signal, just press *66 (1166 for rotary phones) and your phone will automatically redial the number for 30 minutes until it gets through.

Contact the number on this billing statement for more information on BCA's other great calling features.

Business Communication Analysts, Inc.

23420 Lorain Avenue, Unit #200, Suite 227, North Olmsted, OH 44070

V: 440-371-2250 ✉ FAX: 440-937-4899

[DATE]

Telephone Number: XXX-XXX-XXXX

Customer Name

Account Number: xxxxxxxx

Address 1

Address 2

City, State, Zip

Total Amount Due: [\$xx.xx]

Amount Due for Local Exchange Service: [\$xx.xx]

Dear Valued Customer:

Our records indicate that your account is now past due. Failure to pay your past due balance may result in disconnection of your local and/or long distance telephone services. To avoid disconnection of your local exchange service, you must pay at least the Amount Due for Local Exchange Service noted above by [DATE]. To avoid disconnection of your long distance services, you must pay the Total Amount Due by [DATE]. An additional charge for reconnection may apply if your service is disconnected.

You may remit payment by check or money order to Business Communication Analysts, Inc., 23420 Lorain Avenue, Unit #200, Suite 227, North Olmsted, OH 44070, or via credit card by calling toll free 1-xxx-xxx-xxxx. Payments made to an unauthorized payment agent may result in the untimely or improper crediting of your account.

If you have questions regarding your bill or outstanding balance, please contact:

Business Communication Analysts, Inc.

Customer Service

23420 Lorain Avenue, Unit #200, Suite 227

North Olmsted, OH 44070

Phone: 1-xxx-xxx-xxxx

Hours: Monday through Friday, 8 am to 6 pm EST

If your questions are not resolved after you have called Business Communication Analysts, Inc., you may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or 1-614-466-3292 or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180 from 8:00 AM to 5:00 PM weekdays or visit the PUCO website at www.puco.ohio.gov. Residential Customers may call the Ohio Consumers' Counsel (OCC), toll free at 1-877-742-5622 from 8:30 AM to 5:30 PM weekdays, or visit the OCC website at www.pickocc.org.

Thank you for your attention to this matter.

Sincerely,

Business Communication Analysts, Inc.

EXHIBIT 22

BUSINESS COMMUNICATION ANALYSTS, INC.

Sample Application Form to Establish Residential Service

Not Applicable. The Company does not intend to offer residential service initially.

EXHIBIT 23

BUSINESS COMMUNICATION ANALYSTS, INC.

List of Ohio ILEC Exchanges Business Communication Analysts, Inc. Proposes to Serve

Company Name: Business Communication Analysts, Inc.

Select All AT&T Ohio

dba: _____

Certificate Number: _____

* Hanover was inadvertently omitted from the exchange name which was updated on 9-6-06.

ILEC	COUNTY	EXCHANGE	PMA
AT&T Ohio	ADAMS	Winchester	X
AT&T Ohio	ATHENS	Nelsonville	X
AT&T Ohio	BELMONT	Barnesville	X
AT&T Ohio	BELMONT	Bellaire	X
AT&T Ohio	BELMONT	Bethesda	X
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	X
AT&T Ohio	BELMONT	Somerton	X
AT&T Ohio	BELMONT	St. Clairsville	X
AT&T Ohio	BROWN	Aberdeen	X
AT&T Ohio	BROWN	Ripley	X
AT&T Ohio	BUTLER	Middletown	X
AT&T Ohio	BUTLER	Monroe	X
AT&T Ohio	BUTLER	Trenton	X
AT&T Ohio	CHAMPAIGN	Christiansburg	X
AT&T Ohio	CLARK	Donnelsville	X
AT&T Ohio	CLARK	Enon	X
AT&T Ohio	CLARK	Medway	X
AT&T Ohio	CLARK	New Carlisle	X
AT&T Ohio	CLARK	North Hampton	X
AT&T Ohio	CLARK	Pitchin	X
AT&T Ohio	CLARK	South Charleston	X
AT&T Ohio	CLARK	South Vienna	X
AT&T Ohio	CLARK	Springfield	X
AT&T Ohio	CLARK	Tremont City	X
AT&T Ohio	COLUMBIANA	Columbiana	X
AT&T Ohio	COLUMBIANA	East Liverpool	X
AT&T Ohio	COLUMBIANA	East Palestine	X
AT&T Ohio	COLUMBIANA	Leetonia	X
AT&T Ohio	COLUMBIANA	Lisbon	X
AT&T Ohio	COLUMBIANA	New Waterford	X
AT&T Ohio	COLUMBIANA	Rogers	X
AT&T Ohio	COLUMBIANA	Salem	X
AT&T Ohio	COLUMBIANA	Salineville	X
AT&T Ohio	COLUMBIANA	Wellsville	X
AT&T Ohio	COSHOCTON	Conesville	X
AT&T Ohio	COSHOCTON	Coshocton	X
AT&T Ohio	COSHOCTON	West Lafayette	X
AT&T Ohio	CUYAHOGA	Bedford	X

Company Name:	Business Communication Analysts, Inc.			
ILEC	COUNTY	EXCHANGE	PMA	
AT&T Ohio	CUYAHOGA	Berea	X	
AT&T Ohio	CUYAHOGA	Brecksville	X	
AT&T Ohio	CUYAHOGA	Chagrin Falls	X	
AT&T Ohio	CUYAHOGA	Cleveland	X	
AT&T Ohio	CUYAHOGA	Gates Mills	X	
AT&T Ohio	CUYAHOGA	Hillcrest	X	
AT&T Ohio	CUYAHOGA	Independence	X	
AT&T Ohio	CUYAHOGA	Montrose [CUY]	X	
AT&T Ohio	CUYAHOGA	North Royalton	X	
AT&T Ohio	CUYAHOGA	Olmsted Falls	X	
AT&T Ohio	CUYAHOGA	Strongsville	X	
AT&T Ohio	CUYAHOGA	Terrace	X	
AT&T Ohio	CUYAHOGA	Trinity	X	
AT&T Ohio	CUYAHOGA	Victory	X	
AT&T Ohio	ERIE	Bloomington	X	
AT&T Ohio	ERIE	Castalia	X	
AT&T Ohio	ERIE	Sandusky	X	
AT&T Ohio	FAIRFIELD	Carroll	X	
AT&T Ohio	FAIRFIELD	Lancaster	X	
AT&T Ohio	FAIRFIELD	Rushville	X	
AT&T Ohio	FAIRFIELD	Sugar Grove	X	
AT&T Ohio	FAYETTE	Bloomington	X	
AT&T Ohio	FAYETTE	Jeffersonville	X	
AT&T Ohio	FAYETTE	Milledgeville	X	
AT&T Ohio	FAYETTE	Washington Court House	X	
AT&T Ohio	FRANKLIN	Alton	X	
AT&T Ohio	FRANKLIN	Canal Winchester	X	
AT&T Ohio	FRANKLIN	Columbus	X	
AT&T Ohio	FRANKLIN	Dublin	X	
AT&T Ohio	FRANKLIN	Gahanna	X	
AT&T Ohio	FRANKLIN	Grove City	X	
AT&T Ohio	FRANKLIN	Groveport	X	
AT&T Ohio	FRANKLIN	Harrisburg	X	
AT&T Ohio	FRANKLIN	Hilliard	X	
AT&T Ohio	FRANKLIN	Lockbourne	X	
AT&T Ohio	FRANKLIN	New Albany	X	
AT&T Ohio	FRANKLIN	Reynoldsburg	X	
AT&T Ohio	FRANKLIN	Westerville	X	
AT&T Ohio	FRANKLIN	Worthington	X	
AT&T Ohio	GALLIA	Cheshire	X	
AT&T Ohio	GALLIA	Gallipolis	X	
AT&T Ohio	GALLIA	Guyan	X	
AT&T Ohio	GALLIA	Rio Grande	X	
AT&T Ohio	GALLIA	Vinton	X	
AT&T Ohio	GALLIA	Walnut	X	
AT&T Ohio	GEAUGA	Burton	X	
AT&T Ohio	GEAUGA	Chesterland	X	
AT&T Ohio	GREENE	Beavercreek	X	

Company Name:	Business Communication Analysts, Inc.		
ILEC	COUNTY	EXCHANGE	PMA
AT&T Ohio	GREENE	Bellbrook	X
AT&T Ohio	GREENE	Bowersville	X
AT&T Ohio	GREENE	Cedarville	X
AT&T Ohio	GREENE	Fairborn	X
AT&T Ohio	GREENE	Jamestown	X
AT&T Ohio	GREENE	Spring Valley	X
AT&T Ohio	GREENE	Xenia	X
AT&T Ohio	GREENE	Yellow Springs-Clifton	X
AT&T Ohio	HANCOCK	Findlay	X
AT&T Ohio	HIGHLAND	Belfast	X
AT&T Ohio	HIGHLAND	Danville (HIG)	X
AT&T Ohio	HIGHLAND	Hillsboro	X
AT&T Ohio	HIGHLAND	Marshall	X
AT&T Ohio	HIGHLAND	Rainsboro	X
AT&T Ohio	HIGHLAND	Sugar Tree Ridge	X
AT&T Ohio	HOCKING	Murray City	X
AT&T Ohio	JEFFERSON	Mingo Junction	X
AT&T Ohio	JEFFERSON	Staubenville	X
AT&T Ohio	JEFFERSON	Toronto	X
AT&T Ohio	LAKE	Leroy	X
AT&T Ohio	LAKE	Mentor	X
AT&T Ohio	LAKE	Painesville	X
AT&T Ohio	LAKE	Wickliffe	X
AT&T Ohio	LAKE	Willoughby	X
AT&T Ohio	LAWRENCE	Arabia	X
AT&T Ohio	LAWRENCE	Ironton	X
AT&T Ohio	LUCAS	Holland	X
AT&T Ohio	LUCAS	Maumee	X
AT&T Ohio	LUCAS	Toledo	X
AT&T Ohio	LUCAS	Whitehouse	X
AT&T Ohio	MADISON	London	X
AT&T Ohio	MADISON	Sedalia	X
AT&T Ohio	MADISON	South Solon	X
AT&T Ohio	MADISON	West Jefferson	X
AT&T Ohio	MAHONING	Canfield	X
AT&T Ohio	MAHONING	Lowellville	X
AT&T Ohio	MAHONING	North Jackson	X
AT&T Ohio	MAHONING	North Lima	X
AT&T Ohio	MAHONING	Sebring	X
AT&T Ohio	MAHONING	Youngstown	X
AT&T Ohio	MIAMI	Fletcher-Lena	X
AT&T Ohio	MIAMI	Piqua	X
AT&T Ohio	MONROE	Beallsville	X
AT&T Ohio	MONROE	Clarrington	X
AT&T Ohio	MONROE	Duffy	X
AT&T Ohio	MONROE	Graysville	X
AT&T Ohio	MONROE	Lewisville	X

Company Name:	Business Communication Analysts, Inc.		
ILEC	COUNTY	EXCHANGE	PMA
AT&T Ohio	MONROE	Woodsfield	X
AT&T Ohio	MONTGOMERY	Centerville [MOT]	X
AT&T Ohio	MONTGOMERY	Dayton	X
AT&T Ohio	MONTGOMERY	Miamisburg-W. Carrollton	X
AT&T Ohio	MONTGOMERY	Vandalia	X
AT&T Ohio	MUSKINGUM	Dresden	X
AT&T Ohio	MUSKINGUM	Fultonham	X
AT&T Ohio	MUSKINGUM	Norwich	X
AT&T Ohio	MUSKINGUM	Philo	X
AT&T Ohio	MUSKINGUM	Zanesville	X
AT&T Ohio	PERRY	Coming	X
AT&T Ohio	PERRY	Glenford	X
AT&T Ohio	PERRY	New Lexington	X
AT&T Ohio	PERRY	Roseville	X
AT&T Ohio	PERRY	Shawnee	X
AT&T Ohio	PERRY	Somerset	X
AT&T Ohio	PERRY	Thornville	X
AT&T Ohio	PICKAWAY	New Holland	X
AT&T Ohio	PORTAGE	Atwater	X
AT&T Ohio	PORTAGE	Kent	X
AT&T Ohio	PORTAGE	Mantua	X
AT&T Ohio	PORTAGE	Mogadore	X
AT&T Ohio	PORTAGE	Ravenna	X
AT&T Ohio	PORTAGE	Rootstown	X
AT&T Ohio	SANDUSKY	Fremont	X
AT&T Ohio	SANDUSKY	Lindsey	X
AT&T Ohio	SENECA	Fostoria	X
AT&T Ohio	SENECA	New Riegel	X
AT&T Ohio	SENECA	Tiffin	X
AT&T Ohio	STARK	Alliance	X
AT&T Ohio	STARK	Canal Fulton	X
AT&T Ohio	STARK	Canton	X
AT&T Ohio	STARK	Hartsville	X
AT&T Ohio	STARK	Louisville	X
AT&T Ohio	STARK	Magnolia-Waynesburg	X
AT&T Ohio	STARK	Marlboro	X
AT&T Ohio	STARK	Massillon	X
AT&T Ohio	STARK	Navarre	X
AT&T Ohio	STARK	North Canton	X
AT&T Ohio	STARK	Uniontown	X
AT&T Ohio	SUMMIT	Akron	X
AT&T Ohio	SUMMIT	Greensburg	X
AT&T Ohio	SUMMIT	Manchester [SUM]	X
AT&T Ohio	TRUMBULL	Girard	X
AT&T Ohio	TRUMBULL	Hubbard	X
AT&T Ohio	TRUMBULL	Kirtland	X
AT&T Ohio	TRUMBULL	Niles	X

Company Name: ILEC	Business Communication Analysts, Inc. COUNTY	EXCHANGE	PMA
AT&T Ohio	TRUMBULL	Sharon	X
AT&T Ohio	TUSCARAWAS	Gnadenhutten	X
AT&T Ohio	TUSCARAWAS	Newcomerstown	X
AT&T Ohio	TUSCARAWAS	Uhrichsville	X
AT&T Ohio	WARREN	Franklin	X
AT&T Ohio	WASHINGTON	Belpre	X
AT&T Ohio	WASHINGTON	Marietta	X
AT&T Ohio	WASHINGTON	New Matamoras	X
AT&T Ohio	WASHINGTON	Newport	X
AT&T Ohio	WAYNE	Dalton	X
AT&T Ohio	WOOD	Perrysburg	X
AT&T Ohio	WYANDOT	Upper Sandusky	X