



May 6, 2011
Via Electronic Filing

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

**RE: BullsEye Telecom, Inc.
Detariffing Filing
Case No. 11-2860-TP-ATA; TRF Docket No. 90-9163-TP-TRF**

Dear Ms. Jenkins:

Enclosed for filing on behalf of BullsEye Telecom, Inc. ("BullsEye" or "Company") is the Telecommunications Application Form for Detariffing and Related Actions along with a replacement local exchange tariff, P.U.C.O Tariff No. 4, submitted pursuant to the Commission Implementation Order in Case No. 10-1010-TP-ORD. The Company respectfully requests an effective date of May 19, 2011.

Included with this filing are the following documents:

Application for Detariffing and Related Actions
Exhibit A - Superseded Tariff Pages
Exhibit B - Proposed Tariff Pages
Exhibit C - Summary of Changes
Exhibit D - Customer Notice
Exhibit E - Affidavit of Notice

Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email to rmorton@tminc.com.

Sincerely,

/s/ Robin Norton

Robin Norton,
Consultant to BullsEye Telecom, Inc.

RN/sp

cc: D. Bailey - BullsEye
file: BullsEye - OH Local
tms: OHf1102

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

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of BullsEye Telecom, Inc.)
to Detariff Services and make other changes related to the)
Implementation of Case No. 10-1010-TP-ORD)
)

TRF Docket No. 90-9163

Case No. **11-2860 -TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) BullsEye Telecom, Inc.

DBA(s) of Registrant(s) N/A

Address of Registrant(s) 25925 Telegraph Road, Suite 210, Southfield, MI 48033

Company Web Address www.bullseyetelecom.com

Regulatory Contact Person(s) David Bailey, Vice President – Business Development Phone 248-784-2544 Fax 248-784-2501

Regulatory Contact Person's Email Address dbailey@bullseyetelecom.com

Contact Person for Annual Report Richard Koslowski, Vice President – Finance

Phone 248-784-2500

Address (if different from above) _____

Consumer Contact Information LaToya Simpson, Customer Service

Phone 248-784-2500

Address (if different from above) _____

Part I – Tariffs

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

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

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part II – Exhibits

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

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules

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

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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) May 6, 2011

at (Location) Maitland, Florida

Robin Norton

Robin Norton Consultant to
BullsEye Telecom, Inc.

(Date) May 6, 2011

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

Robin Norton

Robin Norton, Consultant to BullsEye Telecom, Inc.

(Date) May 6, 2011

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

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

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

Or

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

BullsEye Telecom, Inc.

EXHIBIT A

Existing Affected Tariff Pages

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

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

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

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

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

ISSUED: December 23, 2010

EFFECTIVE: December 24, 2010

Vice President - Business Development
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

OHf1002

CHECK SHEET

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

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>	
Title	2 nd Revised	*	34	Original	
1	5 th Revised	*	35	Original	
2	Original		36	Original	
3	Original		37	Original	
4	Original		38	Original	
5	Original		39	Original	
6	Original		40	Original	
7	Original		41	Original	
8	Original		42	Original	
9	Original		43	2 nd Revised	*
10	Original		44	Original	
11	Original		45	Original	
12	Original		46	2 nd Revised	
13	Original		46.0.1	Original	*
14	Original		46.1	Original	
15	Original		47	Original	
16	Original		48	Original	
17	Original		49	Original	
18	Original		49.1	1 st Revised	
19	Original		49.2	1 st Revised	
20	Original		49.3	1 st Revised	
21	Original		49.3.1	Original	*
22	Original		49.4	1 st Revised	
23	Original		49.5	1 st Revised	
24	Original		49.6	1 st Revised	
25	Original		49.7	Original	*
26	Original		50	2 nd Revised	*
27	Original		51	Original	
28	Original		52	Original	
29	Original		53	Original	
30	Original				
31	Original				
32	Original				
33	Original				

* - indicates those pages included with this filing

ISSUED: December 23, 2010

EFFECTIVE: December 24, 2010

Vice President - Business Development
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

OHf1002a

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SYMBOLS

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

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

APPLICATION OF TARIFF

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

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

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

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

ISSUED: April 3, 2008

EFFECTIVE: April 3, 2008

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

OHf0803

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

Commission: The Public Utilities Commission of Ohio.

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

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

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

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

ISSUED: April 3, 2008

EFFECTIVE: April 3, 2008

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

OHf0803

SECTION 1 – DEFINITIONS (CONT'D.)

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

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

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

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

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

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

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

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

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

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

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

ISSUED: April 3, 2008

EFFECTIVE: April 3, 2008

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

OHf0803

SECTION 1 – DEFINITIONS (CONT'D.)

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

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

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

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

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

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

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

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

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

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

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

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

ISSUED: April 3, 2008

EFFECTIVE: April 3, 2008

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25900 Greenfield Road, Suite 330
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SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

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

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

2.1.3 Terms and Conditions

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

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

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

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

ISSUED: April 3, 2008

EFFECTIVE: April 3, 2008

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

OHf0803

SECTION 2 – REGULATIONS (CONT'D.)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company

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

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

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

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

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

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

ISSUED: April 3, 2008

EFFECTIVE: April 3, 2008

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

OHf0803

SECTION 2 – REGULATIONS (CONT'D.)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

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

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

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

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

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

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

2.1.9 Telecommunications Service Priority

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

2.2 Prohibited Uses

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

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

SECTION 2 – REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

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

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Scott Loney, Vice President - Marketing
BullsEye Telecom, Inc.
25900 Greenfield Road, Suite 330
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SECTION 2 – REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd)

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

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

2.3.2 Claims

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

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

SECTION 2 – REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

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

SECTION 2 – REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

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

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

Bills will be rendered monthly to Customer.

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

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

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

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

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

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

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Scott Loney, Vice President - Marketing
BullsEye Telecom, Inc.
25900 Greenfield Road, Suite 330
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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

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

The address of the Commission is:

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

Toll Free Telephone: 1-800-686-7826

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

From 8:00 AM to 5:00 PM (EST) Weekdays or at www.PUCO.ohio.gov.

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

Toll Free Telephone: 1-877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at [www. pickocc.org](http://www.pickocc.org).

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

2.5.4 Reserved for future use

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.5 Deposits

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

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

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

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

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

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

2.5.6.1 Disconnection for nonpayment of local service

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

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

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

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

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

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

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.2 Disconnection for Nonpayment of Toll Service

2.5.6.2.1 In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit, and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.

2.5.6.2.2 Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit, and disconnection policies of any toll service provider other than the Company.

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

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

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

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

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

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.6 Discontinuance of Service (Cont'd.)

2.5.6.3 Disconnection for Reasons other than Nonpayment

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

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.6 Discontinuance of Service (Cont'd.)

2.5.6.3 Disconnection for Reasons other than Nonpayment

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

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

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

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.6 Discontinuance of Service (Cont'd.)

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

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

SECTION 2 – REGULATIONS (CONT'D.)2.6 Allowances for Interruptions of Service

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

SECTION 2 – REGULATIONS (CONT'D.)

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

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

SECTION 2 – REGULATIONS (CONT'D.)

2.6 Allowances for Interruptions of Service (Cont'd)

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

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

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

2.7.2 Service Promise – Cancellation window

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

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

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

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

A. Term Contract Service

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

SECTION 2 – REGULATIONS (CONT'D.)

2.7 Cancellation of Service (Cont'd.)

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

B. Month to Month Service

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

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

SECTION 2 – REGULATIONS (CONT'D.)

2.8 Transfer and Assignments

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

2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.9.5 Subscriber bills will contain all of the information required by Chapter 4901:1-5 of the Ohio Administrative Code.

SECTION 2 – REGULATIONS (CONT'D.)

2.10 Universal Emergency Number Service – 9-1-1

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

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

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

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

SECTION 2 – REGULATIONS (CONT'D.)

2.11 Use of Customer's Service by Others

2.11.1 Resale and Sharing

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

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

SECTION 2 – REGULATIONS (CONT'D.)

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

2.11.2 Joint Use Arrangements

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

SECTION 2 – REGULATIONS (CONT'D.)

2.12 [Reserved for Future Use]

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

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BullsEye Telecom, Inc.
25900 Greenfield Road, Suite 330
Oak Park, MI 48237

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Oak Park, MI 48237

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SECTION 2 – REGULATIONS (CONT'D.)

2.13 Continuation of Service

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

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

SECTION 3 – SERVICE DESCRIPTIONS

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

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

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

3.1.1 Exchange Areas Served

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- | | | |
|----|--|-----|
| 1) | AT&T Ohio | |
| 2) | Verizon North, Inc. | |
| 3) | United Telephone Company of Ohio d/b/a CenturyLink | (T) |
| 4) | CenturyTel of Ohio, Inc. d/b/a CenturyLink | (N) |
| 5) | Cincinnati Bell Telephone Company LLC | (N) |

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the Local Exchange Services Tariffs of Local Exchange Services Tariffs of AT&T Ohio, Verizon North, Inc., United Telephone Company of Ohio d/b/a CenturyLink, (T)
CenturyTel of Ohio Inc. d/b/a CenturyLink and Cincinnati Bell Telephone Company LLC. (N)

SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd.)

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

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

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

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

SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)

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

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

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

SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)

3.1.6 Service Charges and Surcharges (T)

A. Non-Recurring Charges – Tier 1 Services (T)1. AT&T and Verizon Service Areas (T)

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

2. Embarq Service Areas (T)

	<u>Maximum</u>	<u>Current</u>
Service Connection Charge, 1 st line:	\$250.00	\$125.00
Service Connection Charge, each add'l. line:	\$110.00	\$55.00
Subsequent Account Changes (Changes, Additions per order)	\$50.00	\$25.00
Set-up Initiation (Activation) Fee	\$100.00	\$50.00
Optional Feature Activation (per order)	\$25.00	\$12.00

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

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

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

ISSUED: October 28, 2009

EFFECTIVE: November 28, 2009

Vice President - Business Development
BullsEye Telecom, Inc.
25900 Greenfield Road, Suite 330
Oak Park, MI 48237

OHf0905b

SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)

3.1.6 Service Charges and Surcharges (Cont'd.)

A. Non-Recurring Charges – Tier 1 Services (Cont'd.)3. CenturyTel Service Areas

(N)

	<u>Maximum</u>	<u>Current</u>
Service Connection Charge, 1 st line:	\$125.00	\$55.50
Service Connection Charge, each add'l. line:	\$100.00	\$44.61
Subsequent Account Changes (Changes, Additions per order)	\$100.00	\$75.00
Optional Feature Activation (per order)	\$60.00	\$30.00
Technician Dispatch Charge, per visit*	\$200.00	\$95.00

4. Cincinnati Bell Service Areas

	<u>Maximum</u>	<u>Current</u>
Service Connection Charge, 1 st line:	\$125.00	\$51.75
Service Connection Charge, each add'l. line:	\$100.00	\$49.75
Subsequent Account Changes (Changes, Additions per order)	\$100.00	\$75.00
Optional Feature Activation (per order)	\$60.00	\$30.00
Technician Dispatch Charge, per visit*	\$200.00	\$95.00

(N)

ISSUED: December 23, 2010

EFFECTIVE: December 24, 2010

Vice President - Business Development
 BullsEye Telecom, Inc.
 25925 Telegraph Road, Suite 210
 Southfield, MI 48033

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)

3.1.6 Service Charges and Surcharges (Cont'd.)

B. Network Administrative Charge

(N)

Customers who obtain local exchange service from the Company will be billed a Network Administrative Charge as a separately billed line item, per month, per line or trunk.

Embarq Service Area

	<u>Rate Per Month</u>
Per line or trunk	
Individual Line Business:	\$6.00
Multi-Line Business Subscriber:	\$8.90

(N)

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EFFECTIVE: November 28, 2009

Vice President - Business Development
BullsEye Telecom, Inc.
25900 Greenfield Road, Suite 330
Oak Park, MI 48237

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)

3.1.7 Basic Local Exchange Service – The Company's local exchange service is available on a message rate basis. Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas.

.1 Per Message Rate –Applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.

.2 Monthly Recurring Charges

	<u>Maximum</u>	<u>Current</u>
<u>Switched Network Access Channels</u>		
All Zones		
Basic Line , Per Line	\$65.00	\$65.00

.3 Usage Options

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

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

	<u>Maximum</u>	<u>Current</u>
Per Call	\$0 .12	\$0.1020

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

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)

3.1.8 Term Services

.1 Message Rate Local Exchange Service*

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

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

All service is available on a term commitment basis only.

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

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

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)3.1.8 Term Services, (Cont'd.).1 Message Rate Local Exchange Service, (Cont'd.)

A. Local Exchange Access Line

	<u>1 year term</u>		<u>3 year term</u>	
	Maximum	Current	Maximum	Current
Monthly Rate, per line:	\$50.00	\$22.75	\$50.00	\$22.75

B. Per Call Usage

	<u>1 year term</u>		<u>3 year term</u>	
	Maximum	Current	Maximum	Current
Rate per local call	\$0.20	\$0.0920	\$0.20	\$0.0820

C. Account Installation Migration

A one-time set-up fee per account

	<u>1 year term</u>		<u>3 year term</u>	
	Maximum	Current	Maximum	Current
NRC, per account	\$100.00	\$50.00	\$100.00	N/A

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

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)3.1.9 Corporate Advantage Standard Business Local Exchange Service

(T)

Corporate Advantage Standard Business Local Exchange Service provides Corporate Advantage business account Customers with analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. A Corporate Advantage business account is defined by BullsEye as a multi-location business account that has a main location and account set-up in another state, but has service locations within the state of Ohio.

(T)

Lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Intrastate and interstate direct dial outbound and inbound toll and long distance calling is available as an option.

Service is offered only on a contract basis with a minimum term of one (1) year, unless otherwise stated.

(T)

(T)

A Minimum Usage Commitment (MUC) may apply to specific Corporate Advantage services. A MUC requires a per line minimum which, if not met, will result in billing at the MUC level. The MUC is as stated below, unless otherwise specified in the Corporate Advantage Customer contract.

(N)

|

|

(N)

A. Flat Rate Service

Customers receive unlimited calling within their local calling area. No usage charges apply to calls placed to or received from areas within the local calling area.

1. AT&T Service Areasa. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$100.00	\$50.00

b. Local Exchange Access Line

<u>Access Area</u>	<u>Monthly Rate</u>	
	Maximum	Current
A	N/A	N/A
B	\$70.00	\$33.99
C	\$70.00	\$33.99
D	\$70.00	\$33.99

ISSUED: December 31, 2008

EFFECTIVE: February 1, 2009

Vice President – Corporate Development
BullsEye Telecom, Inc.
25900 Greenfield Road, Suite 330
Oak Park, MI 48237

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)3.1.9 Corporate Advantage Standard Business Local Exchange Service

(T)

A. Flat Rate Service, (Cont'd.)2. Verizon Service Areasa. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$100.00	\$50.00

b. Local Exchange Access Line

<u>Rate Group</u>	<u>Monthly Rate</u>	
	Maximum	Current
1	\$52.00	\$26.06
2	\$55.00	\$26.94
3	\$56.00	\$27.86
4	\$59.00	\$29.16
5	\$61.00	\$30.46
6	\$72.00	\$35.94

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Vice President – Corporate Development
BullsEye Telecom, Inc.
25900 Greenfield Road, Suite 330
Oak Park, MI 48237

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)3.1.9 Corporate Advantage Standard Business Local Exchange Service

(T)

A. Flat Rate Service, (Cont'd.)3. Embarq Service Areasa. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$100.00	\$50.00

b. Local Exchange Access Line

<u>Rate Group</u>	<u>Monthly Rate</u>	
	Maximum	Current
1	\$52.00	\$25.70
2	\$55.00	\$27.75
3	\$60.00	\$30.10
4	\$65.00	\$32.45
5	\$69.00	\$34.65
6	\$74.00	\$36.80
7	\$78.00	\$39.05
8	\$82.00	\$41.25
9	\$87.00	\$43.45
10	\$88.00	\$43.45
11	\$78.00	\$39.05
12	\$78.00	\$39.05
13	\$78.00	\$39.05
14	\$78.00	\$39.05

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Vice President – Corporate Development
BullsEye Telecom, Inc.
25900 Greenfield Road, Suite 330
Oak Park, MI 48237

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)3.1.9 Corporate Advantage Standard Business Local Exchange ServiceA. Flat Rate Service, (Cont'd.)4. CenturyTel Service Areas

(N)

Service is offered on a three (3) year term basis.

a. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$50.00	\$0.00

b. Local Exchange Access Line

	Maximum	Current
Monthly, per line:	\$75.00	\$35.56

5. Cincinnati Bell Service Areas

Service is offered on a three (3) year term basis.

a. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$50.00	\$0.00

b. Local Exchange Access Line

	Monthly, per line	
	Maximum	Current
Rate Band 1:	\$95.00	\$46.25
Rate Band 2	\$98.00	\$48.00
Rate Band 3	\$100.00	\$49.75

(N)

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Vice President - Business Development
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)3.1.9 Corporate Advantage Standard Business Local Exchange Service, (Cont'd.)

(T)

B. Measured Rate Service

Measured Rate Service consists of two components:

Access Line Charge - The Access Line provides Customers with access to the telephone network,Local Usage - Unless otherwise indicated, usage is billed in one (1) minute increments.1. AT&T Service Areas

a. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$100.00	\$50.00

b. Local Exchange Access Line

<u>Access Area</u>	<u>Monthly Rate</u>	
	Maximum	Current
A	N/A	N/A
B	\$42.00	\$20.75
C	\$41.00	\$20.25
D	\$46.00	\$22.75

c. Local Usage

Calls are billed in one (1) minute increments after an initial period for billing purposes of one (1) minute.

	Maximum		Current	
	Initial Min	Each Add'l Min	Initial Min	Each Add'l Min
All Access Areas				
0-10 miles	\$0.07	\$0.015	\$0.0353	\$0.0088
11-22 miles	\$0.08	\$0.025	\$0.0397	\$0.0132
23+ miles	\$0.09	\$0.035	\$0.0442	\$0.0177

d. Minimum Usage Commitment (MUC)

A MUC of \$2.99 per month, per line applies.

(N)
|
(N)

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Vice President – Corporate Development
BullsEye Telecom, Inc.
25900 Greenfield Road, Suite 330
Oak Park, MI 48237

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)3.1.9 Corporate Advantage Standard Business Local Exchange Service, (Cont'd.)

(T)

B. Measured Rate Service, (Cont'd.)2. Verizon Service Areasa. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$100.00	\$50.00

b. Local Exchange Access Line

<u>Rate Group</u>	<u>Monthly Rate</u>	
	Maximum	Current
1	\$32.00	\$15.64
2	\$33.00	\$16.16
3	\$34.00	\$16.74
4	\$36.00	\$17.64
5	\$38.00	\$18.65
6	\$50.00	\$24.09

c. Local Usage

Calls are billed in one (1) minute increments after an initial period for billing purposes of one (1) minute.

	<u>Rate Per Minute</u>	
	Maximum	Current
All Rate Groups		
Home Exchange	\$0.02	\$0.01
Extended Area 1	\$0.04	\$0.02
Extended Area 2	\$0.06	\$0.03
Extended Area 3	\$0.08	\$0.04

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Vice President – Corporate Development
BullsEye Telecom, Inc.
25900 Greenfield Road, Suite 330
Oak Park, MI 48237

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)3.1.9 Corporate Advantage Standard Business Local Exchange Service, (Cont'd.)

(T)

B. Measured Rate Service, (Cont'd.)3. Embarq Service Areas

a. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$100.00	\$50.00

b. Local Exchange Access Line

Rate Group	Monthly Rate	
	Maximum	Current
1	\$36.00	\$18.00
2	\$39.00	\$19.45
3	\$42.00	\$21.10
4	\$46.00	\$22.75
5	\$50.00	\$24.30
6	\$52.00	\$25.80
7	\$55.00	\$27.35
8	\$58.00	\$28.90
9	\$62.00	\$30.45

c. Local Usage

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

	Maximum		Current	
	Initial Min	Each Add'l Min	Initial Min	Each Add'l Min
0-9.99 miles	\$0.090	\$0.030	\$0.045	\$0.015
10+miles	\$0.100	\$0.040	\$0.050	\$0.020

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Vice President – Corporate Development
BullsEye Telecom, Inc.
25900 Greenfield Road, Suite 330
Oak Park, MI 48237

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.1 Local Exchange Service (Cont'd)3.1.9 Corporate Advantage Standard Business Local Exchange Service, (Cont'd.)B. Measured Rate Service, (Cont'd.)4. Cincinnati Bell Service Areas

(N)

Service is offered on a three (3) year term basis.

a. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$50.00	\$0.00

b. Local Exchange Access Line

	Monthly, per line	
	Maximum	Current
Rate Band 1:	\$62.00	\$30.25
Rate Band 2	\$65.00	\$32.00
Rate Band 3	\$70.00	\$33.75

c. Local Usage

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

	Maximum	Current
Per minute:	\$0.06	\$0.03

(N)

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Vice President - Business Development
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.2 Enhanced Calling Features Tier 1*

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

3.2.1 Feature Available on a Monthly BasisA. AT&T and Verizon Service Areas

	<u>Maximum</u>	<u>Current</u>
Caller ID	\$20.00	\$4.10

B. CenturyLink Service Areas

(T)

	<u>Maximum</u>	<u>Current</u>
Caller ID	\$20.00	\$3.00

C. CenturyTel Service Areas

(N)

	<u>Maximum</u>	<u>Current</u>
Caller ID	\$20.00	\$6.05

D. Cincinnati Bell Service Areas

	<u>Maximum</u>	<u>Current</u>
Caller ID	\$20.00	\$8.00

(N)

* Detariffed Tier 2 Features are located in the Company Pricing Guide.

SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)3.3 Directory Listing Service

- 3.3.1 The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.
- 3.3.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.3.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.3.4 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.3.5 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.5.6 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
- 3.5.7 Other Listings - Detariffed Tier 2 Directory Listing services are located in the Company Pricing Guide.

SECTION 3 – SERVICE DESCRIPTIONS (CONT'D.)

3.4 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

3.4.1 Rates

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

SECTION 4 – PROMOTIONAL OFFERINGS

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

ISSUED: April 3, 2008

EFFECTIVE: April 3, 2008

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

OHf0803

BullsEye Telecom, Inc.

EXHIBIT B

Proposed Revised Tariff Pages

The Company submits a replacement tariff

This tariff, P.U.C.O. Tariff No. 4, cancels and replaces in its entirety the Company's P.U.C.O. Tariff No. 3 currently on file with the Commission

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

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

This tariff describes the terms, conditions, services and rates applicable to the provision of business local exchange telecommunications services and is in compliance with Rule 4901:1-6 O.A.C.

ISSUED: May 6, 2011

EFFECTIVE: May 19, 2011

Vice President – Business Development
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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CHECK SHEET

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

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>	
Title	Original	*	34	Original	*
1	Original	*	35	Original	*
2	Original	*	36	Original	*
3	Original	*	37	Original	*
4	Original	*	38	Original	*
5	Original	*	39	Original	*
6	Original	*	40	Original	*
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11	Original	*	45	Original	*
12	Original	*	46	Original	*
13	Original	*	47	Original	*
14	Original	*	48	Original	*
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16	Original	*	50	Original	*
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* - indicates those pages included with this filing

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BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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SYMBOLS

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

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

APPLICATION OF TARIFF

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

This tariff describes the terms, conditions, services and rates applicable to the provision of business local exchange telecommunications services and is in compliance with Rule 4901:1-6 O.A.C.

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SECTION 1 - DEFINITIONS

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

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

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

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

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

Commission: The Public Utilities Commission of Ohio.

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

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

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SECTION 1 – DEFINITIONS (CONT'D.)

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

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

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

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

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

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

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

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

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

SECTION 1 – DEFINITIONS (CONT'D.)

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 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 facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- B. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.
- 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 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- D. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.
- E. Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
- F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- G. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.H below.
- H. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

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

- A. The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions or errors (including directory mistakes, omissions or errors), interruptions or other defects, representations, or the use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption, errors and other remedies
- B. The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
- C. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- G. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- H. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- I. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- K. Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.
- L. Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd)2.1.6 Provision of Equipment and Facilities

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

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

2.1.9 Telecommunications Service Priority

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

SECTION 2 – REGULATIONS (CONT'D.)

2.2 Prohibited Uses

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

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

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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SECTION 2 – REGULATIONS (CONT'D.)2.3 Obligations of the Customer (Cont'd)

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

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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SECTION 2 – REGULATIONS (CONT'D.)

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 or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

SECTION 2 – REGULATIONS (CONT'D.)2.4 Customer Equipment and Channels2.4.1 General

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

2.4.2 Station Equipment

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

SECTION 2 – REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd)

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 local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- B. Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 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 reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

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

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

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

The address of the Commission is:

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

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

From 8:00 AM to 5:00 PM (EST) Weekdays or at www.PUCO.ohio.gov.

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

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service

A. Disconnection for nonpayment of local service

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 its customer's local service upon seven days written notice for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to Chapter 4901:1-6 of the Ohio Administrative Code.

Disconnection notices will be issued by the Company pursuant to Chapter 4901:1-6 of the Ohio Administrative Code.

3. The Company is prohibited from disconnecting any customer's local service for nonpayment of charges incurred by the customer for toll service.
4. Partial payments by a customer to the Company will be apportioned by the Company to its regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for non-regulated services.

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Discontinuance of Service (Cont'd.)

B. Disconnection for Reasons other than Nonpayment

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

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Vice President – Business Development
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Discontinuance of Service (Cont'd.)

B. Disconnection for Reasons other than Nonpayment (Cont'd.)

5. The Company may discontinue the furnishings of any and/or all service(s) which a company is legally entitled to disconnect, to a Customer, without incurring any liability if:
 - a. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 - b. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
 - c. the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services; or
 - d. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by (1) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this by this tariff; (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or (3) Any other fraudulent means or devices;
 - e. Use of service in such a manner as to interfere with the service of other users; or
 - f. Use of service for unlawful purposes.

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Vice President – Business Development
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Discontinuance of Service (Cont'd.)

- C. 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.
- D. Upon the Company's discontinuance of service to the Customer under Section 2.5.4.A, 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.

SECTION 2 – REGULATIONS (CONT'D.)

2.6 Allowances for Interruptions of Service

- 2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours. At a minimum, credit allowances will be calculated consistent with Chapter 4901:1-6 of the Ohio Administrative Code.

SECTION 2 – REGULATIONS (CONT'D.)

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

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

SECTION 2 – REGULATIONS (CONT'D.)

2.6 Allowances for Interruptions of Service (Cont'd)

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

2.7 Cancellation of Service2.7.1 Cancellation of Application for Service

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

2.7.2 Service Promise – Cancellation window

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

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

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

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

A. Term Contract Service

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

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Vice President – Business Development
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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SECTION 2 – REGULATIONS (CONT'D.)

2.7 Cancellation of Service (Cont'd.)

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

B. Month to Month Service

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

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

SECTION 2 – REGULATIONS (CONT'D.)

2.8 Transfer and Assignments

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

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.9.5 Subscriber bills will contain all of the information required by Chapter 4901:1-6 of the Ohio Administrative Code.

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BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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SECTION 2 – REGULATIONS (CONT'D.)

2.10 Universal Emergency Number Service – 9-1-1

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

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

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

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

SECTION 2 – REGULATIONS (CONT'D.)

2.11 Use of Customer's Service by Others

2.11.1 Resale and Sharing

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

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

2.11.2 Joint Use Arrangements

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

SECTION 2 – REGULATIONS (CONT'D.)

2.12 Continuation of Service

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

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

SECTION 3 – LOCAL EXCHANGE SERVICES

3.1 Exchange Areas Served

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) AT&T Ohio
- 2) Verizon North, Inc.
- 3) United Telephone Company of Ohio d/b/a CenturyLink
- 4) CenturyTel of Ohio, Inc. d/b/a CenturyLink
- 5) Cincinnati Bell Telephone Company LLC

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the Local Exchange Services Tariffs of Local Exchange Services Tariffs of AT&T Ohio, Verizon North, Inc., United Telephone Company of Ohio d/b/a CenturyLink, CenturyTel of Ohio Inc. d/b/a CenturyLink and Cincinnati Bell Telephone Company LLC.

3.2 General

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

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

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

SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.2 General (Cont'd.)

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

3.2.3 Class of Service

Service is offered to Business Customers only.

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

3.2.4 Geographic Zones

Geographic zones for services reflecting a rate zone differential will mirror the zones of the incumbent local exchange carriers.

SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.2 General (Cont'd.)

3.2.5 Switched Network Access Channels

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

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

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

 SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)
3.3 Service Charges and Surcharges3.3.1 Non-Recurring ChargesA. AT&T and Verizon Service Areas

	<u>Maximum</u>	<u>Current</u>
Service Connection Charge (per line)	\$75.00	\$75.00
Subsequent Account Changes (Changes, Additions per order)	\$75.00	\$75.00
Set-up Initiation (Activation) Fee	\$100.00	\$50.00

B. Embarq Service Areas

	<u>Maximum</u>	<u>Current</u>
Service Connection Charge, 1 st line:	\$250.00	\$125.00
Subsequent Account Changes (Changes, Additions per order)	\$50.00	\$25.00
Set-up Initiation (Activation) Fee	\$100.00	\$50.00

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

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

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Vice President – Business Development
 BullsEye Telecom, Inc.
 25925 Telegraph Road, Suite 210
 Southfield, MI 48033

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SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)3.3 Service Charges and Surcharges (Cont'd.)3.3.1 Non-Recurring Charges (Cont'd.)C. CenturyTel Service Areas

	<u>Maximum</u>	<u>Current</u>
Service Connection Charge, 1 st line:	\$125.00	\$55.50
Subsequent Account Changes (Changes, Additions per order)	\$100.00	\$75.00

D. Cincinnati Bell Service Areas

	<u>Maximum</u>	<u>Current</u>
Service Connection Charge, 1 st line:	\$125.00	\$51.75
Subsequent Account Changes (Changes, Additions per order)	\$100.00	\$75.00

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BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)3.3 Service Charges and Surcharges (Cont'd.)3.3.2 Network Administrative Charge

Customers who obtain local exchange service from the Company will be billed a Network Administrative Charge as a separately billed line item, per month, per line or trunk.

Embarq Service Area

	<u>Rate Per Month</u>
Per line or trunk	
Individual Line Business:	\$6.00
Multi-Line Business Subscriber:	\$8.90

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BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.4 Basic Local Exchange Services3.4.1 Basic Local Exchange Service

The Company's Basic Local Exchange Service is available on a message rate basis. Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas.

- A. Per Message Rate –Applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.

1. Monthly Recurring Charges

	<u>Maximum</u>	<u>Current</u>
<u>Switched Network Access Channels</u>		
All Zones		
Basic Line , Per Line	\$65.00	\$65.00

2. Usage Options

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

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

	<u>Maximum</u>	<u>Current</u>
Per Call	\$0 .12	\$0.1020

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BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.4 Basic Local Exchange Services (Cont'd.)

3.4.2 Term Services

A. Message Rate Local Exchange Service*

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

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

All service is available on a term commitment basis only.

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

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Vice President – Business Development
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.4 Basic Local Exchange Services (Cont'd.)3.4.2 Term Services, (Cont'd.)A. Message Rate Local Exchange Service, (Cont'd.)

1. Local Exchange Access Line

	<u>1 year term</u>		<u>3 year term</u>	
	Maximum	Current	Maximum	Current
Monthly Rate, per line:	\$50.00	\$22.75	\$50.00	\$22.75

2. Per Call Usage

	<u>1 year term</u>		<u>3 year term</u>	
	Maximum	Current	Maximum	Current
Rate per local call	\$0.20	\$0.0920	\$0.20	\$0.0820

3. Account Installation Migration

A one-time set-up fee per account

	<u>1 year term</u>		<u>3 year term</u>	
	Maximum	Current	Maximum	Current
NRC, per account	\$100.00	\$50.00	\$100.00	N/A

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BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

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SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.4 Basic Local Exchange Services (Cont'd.)3.4.3 Corporate Advantage Standard Business Local Exchange Service

Corporate Advantage Standard Business Local Exchange Service provides Corporate Advantage business account Customers with analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. A Corporate Advantage business account is defined by BullsEye as a multi-location business account that has a main location and account set-up in another state, but has service locations within the state of Ohio.

Lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Intrastate and interstate direct dial outbound and inbound toll and long distance calling is available as an option.

Service is offered only on a contract basis with a minimum term of one (1) year, unless otherwise stated.

A Minimum Usage Commitment (MUC) may apply to specific Corporate Advantage services. A MUC requires a per line minimum which, if not met, will result in billing at the MUC level. The MUC is as stated below, unless otherwise specified in the Corporate Advantage Customer contract.

SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.4 Basic Local Exchange Services (Cont'd.)

3.4.3 Corporate Advantage Standard Business Local Exchange Service (Cont'd.)

A. Flat Rate Service

Customers receive unlimited calling within their local calling area. No usage charges apply to calls placed to or received from areas within the local calling area.

1. AT&T Service Areas

a. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$100.00	\$50.00

b. Local Exchange Access Line

<u>Access Area</u>	<u>Monthly Rate</u>	
	Maximum	Current
A	N/A	N/A
B	\$70.00	\$33.99
C	\$70.00	\$33.99
D	\$70.00	\$33.99

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 BullsEye Telecom, Inc.
 25925 Telegraph Road, Suite 210
 Southfield, MI 48033

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 SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)
3.4 Basic Local Exchange Services (Cont'd.)3.4.3 Corporate Advantage Standard Business Local Exchange Service (Cont'd.)A. Flat Rate Service (Cont'd.)2. Verizon Service Areasa. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$100.00	\$50.00

b. Local Exchange Access Line

<u>Rate Group</u>	<u>Monthly Rate</u>	
	Maximum	Current
1	\$52.00	\$26.06
2	\$55.00	\$26.94
3	\$56.00	\$27.86
4	\$59.00	\$29.16
5	\$61.00	\$30.46
6	\$72.00	\$35.94

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 BullsEye Telecom, Inc.
 25925 Telegraph Road, Suite 210
 Southfield, MI 48033

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SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.4 Basic Local Exchange Services (Cont'd.)3.4.3 Corporate Advantage Standard Business Local Exchange Service (Cont'd.)A. Flat Rate Service (Cont'd.)3. Embarq Service Areasa. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$100.00	\$50.00

b. Local Exchange Access Line

Rate Group	Monthly Rate	
	Maximum	Current
1	\$52.00	\$25.70
2	\$55.00	\$27.75
3	\$60.00	\$30.10
4	\$65.00	\$32.45
5	\$69.00	\$34.65
6	\$74.00	\$36.80
7	\$78.00	\$39.05
8	\$82.00	\$41.25
9	\$87.00	\$43.45
10	\$88.00	\$43.45
11	\$78.00	\$39.05
12	\$78.00	\$39.05
13	\$78.00	\$39.05
14	\$78.00	\$39.05

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Vice President – Business Development
 BullsEye Telecom, Inc.
 25925 Telegraph Road, Suite 210
 Southfield, MI 48033

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SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.4 Basic Local Exchange Services (Cont'd.)3.4.3 Corporate Advantage Standard Business Local Exchange Service (Cont'd.)A. Flat Rate Service (Cont'd.)4. CenturyTel Service Areas

Service is offered on a three (3) year term basis.

a. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$50.00	\$0.00

b. Local Exchange Access Line

	Maximum	Current
Monthly, per line:	\$75.00	\$35.56

5. Cincinnati Bell Service Areas

Service is offered on a three (3) year term basis.

a. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$50.00	\$0.00

b. Local Exchange Access Line

	Monthly, per line	
	Maximum	Current
Rate Band 1:	\$95.00	\$46.25
Rate Band 2	\$98.00	\$48.00
Rate Band 3	\$100.00	\$49.75

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 BullsEye Telecom, Inc.
 25925 Telegraph Road, Suite 210
 Southfield, MI 48033

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SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.4 Basic Local Exchange Services (Cont'd.)3.4.3 Corporate Advantage Standard Business Local Exchange Service (Cont'd.)B. Measured Rate Service

Measured Rate Service consists of two components:

Access Line Charge - The Access Line provides Customers with access to the telephone network,

Local Usage –Unless otherwise indicated, usage is billed in one (1) minute increments.

1. AT&T Service Areas

a. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$100.00	\$50.00

b. Local Exchange Access Line

<u>Access Area</u>	<u>Monthly Rate</u>	
	Maximum	Current
A	N/A	N/A
B	\$42.00	\$20.75
C	\$41.00	\$20.25
D	\$46.00	\$22.75

c. Local Usage

Calls are billed in one (1) minute increments after an initial period for billing purposes of one (1) minute.

	Maximum		Current	
	Initial Min	Each Add'l Min	Initial Min	Each Add'l Min
All Access Areas				
0-10 miles	\$0.07	\$0.015	\$0.0353	\$0.0088
11-22 miles	\$0.08	\$0.025	\$0.0397	\$0.0132
23+ miles	\$0.09	\$0.035	\$0.0442	\$0.0177

d. Minimum Usage Commitment (MUC)

A MUC of \$2.99 per month, per line applies.

ISSUED: May 6, 2011

EFFECTIVE: May 19, 2011

Vice President – Business Development
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

OHfl102

SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.4 Basic Local Exchange Services (Cont'd.)3.4.3 Corporate Advantage Standard Business Local Exchange Service (Cont'd.)B. Measured Rate Service (Cont'd.)2. Verizon Service Areasa. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$100.00	\$50.00

b. Local Exchange Access Line

<u>Rate Group</u>	<u>Monthly Rate</u>	
	Maximum	Current
1	\$32.00	\$15.64
2	\$33.00	\$16.16
3	\$34.00	\$16.74
4	\$36.00	\$17.64
5	\$38.00	\$18.65
6	\$50.00	\$24.09

c. Local Usage

Calls are billed in one (1) minute increments after an initial period for billing purposes of one (1) minute.

	<u>Rate Per Minute</u>	
	Maximum	Current
All Rate Groups		
Home Exchange	\$0.02	\$0.01
Extended Area 1	\$0.04	\$0.02
Extended Area 2	\$0.06	\$0.03
Extended Area 3	\$0.08	\$0.04

ISSUED: May 6, 2011

EFFECTIVE: May 19, 2011

Vice President – Business Development
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

OHf1102

SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.4 Basic Local Exchange Services (Cont'd.)3.4.3 Corporate Advantage Standard Business Local Exchange Service (Cont'd.)B. Measured Rate Service (Cont'd.)3. Embarq Service Areas

a. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$100.00	\$50.00

b. Local Exchange Access Line

Rate Group	Monthly Rate	
	Maximum	Current
1	\$36.00	\$18.00
2	\$39.00	\$19.45
3	\$42.00	\$21.10
4	\$46.00	\$22.75
5	\$50.00	\$24.30
6	\$52.00	\$25.80
7	\$55.00	\$27.35
8	\$58.00	\$28.90
9	\$62.00	\$30.45

c. Local Usage

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

	Maximum		Current	
	Initial Min	Each Add'l Min	Initial Min	Each Add'l Min
0-9.99 miles	\$0.090	\$0.030	\$0.045	\$0.015
10+miles	\$0.100	\$0.040	\$0.050	\$0.020

ISSUED: May 6, 2011

EFFECTIVE: May 19, 2011

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 Southfield, MI 48033

OHf1102

SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.4 Basic Local Exchange Services (Cont'd.)3.4.3 Corporate Advantage Standard Business Local Exchange Service (Cont'd.)B. Measured Rate Service (Cont'd.)4. Cincinnati Bell Service Areas

Service is offered on a three (3) year term basis.

a. Set Up Fee

A one-time set up fee, applied per Account.

	Maximum	Current
NRC, per account	\$50.00	\$0.00

b. Local Exchange Access Line

	Monthly, per line	
	Maximum	Current
Rate Band 1:	\$62.00	\$30.25
Rate Band 2	\$65.00	\$32.00
Rate Band 3	\$70.00	\$33.75

c. Local Usage

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

	Maximum	Current
Per minute:	\$0.06	\$0.03

ISSUED: May 6, 2011

EFFECTIVE: May 19, 2011

Vice President – Business Development
BullsEye Telecom, Inc.
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Southfield, MI 48033

OHf1102

SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)3.5 Directory Listing Service

- 3.5.1 The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.
- 3.5.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.5.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.5.4 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.5.5 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.5.6 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

SECTION 3 – LOCAL EXCHANGE SERVICES (CONT'D.)

3.6 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

3.6.1 Rates

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

BullsEye Telecom, Inc.

EXHIBIT C

Summary of Changes

In accordance with Case No. 10-1010-TP-ORD, the Company has removed all detariffed services and rates and made textual updates to the proposed local exchange services replacement tariff as outlined in the attached Summary of Tariff Changes.

The proposed replacement tariff, P.U.C.O. Tariff No. 4, cancels and supersedes in its entirety, the Company's P.U.C.O. Tariff No. 3.

Summary of Tariff Changes

Superseded Tariff, (Tariff No. 3)	Tariff Changes	Replacement Tariff, (Tariff No. 4)
Title Page	Revised Text in accordance with new rules	Title Page
Page 1	Updated Check Sheet	Page 1
Page 2	Updated Table of Contents	Page 2
Page 4	Deleted text regarding MTSS, Updates Rule Reference	Page 4
Page 5	Deleted Selected Definitions	Page 5
Page 6	Deleted Selected Definitions	Page 6
Page 20	Deleted Return Check Charge	Page 22
Page 21	Deleted Reference to Residential Customers	Page 23
Page 22	Deleted Deposits	----
Page 23	Updated Rule References and Deleted Reference to Toll Service	Page 24
Page 24	Deleted Disconnection for Nonpayment of Toll Service	----
Page 25	Deleted Disconnection for Nonpayment of Toll Service	----
Page 29	Updated Rule Reference	Page 28
Page 34	Updated Rule Reference	Page 33
Pages 38 – 41	Deleted Reserved Pages	----
Page 44	Revised Geographic Zones Text	Page 38
Page 46	Deleted Optional Feature Activation, Additional Line and Technician Dispatch Service Charges	Page 40
Page 46.0.1	Deleted Additional Line, Optional Feature Activation and Technician Dispatch Service Charges	Page 41
Page 50	Deleted Caller ID	----
Page 51	Deleted Text regarding Additional Listings and Other Listings	Page 55
Page 53	Deleted Promotions	----

BullsEye Telecom, Inc.

EXHIBIT D

Customer Notice

The attached Customer Notice was forwarded to the Commission's electronic mailbox at
Telecomm-Rule07@puc.state.oh.us on April 1, 2011.

Message Preview: State-specific message for Ohio

	1	2	3	4	5	6	7
	<u>BullsEye Telecom Customer Notice(s):</u>						
1	FCC Second Quarter USF Contribution The FCC second quarter USF contribution has changed to 14.9%.						
2	Ohio Non-Basic Local Provider Detariffing Effective May 19, 2011 the prices, service descriptions, and the terms and conditions for services other than a primary line provided by BullsEye Telecom, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO).						
3	This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. BullsEye Telecom, Inc. must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services.						
4	Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.						
5	If you have any questions about this matter, please call BullsEye Telecom at the toll-free number, 877.638.2855 to speak to our Client Services representatives, or contact your Account Manager directly for further information. Alternatively, you may also email us at customer.service@bullseyetelecom.com .						

Intrado Communications Inc.

EXHIBIT E

Affidavit of Customer Notice

CUSTOMER NOTICE AFFIDAVIT

STATE OF: Michigan

SS:

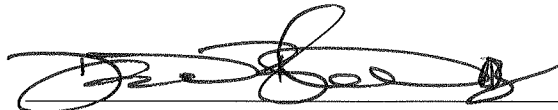
COUNTY OF: Oakland

AFFIDAVIT

I, David Bailey, Vice President - Business Development, am an authorized agent of the applicant corporation, BullsEye Telecom, Inc., and am authorized to make this statement on its behalf. I attest that the customer notice accompanying this affidavit was sent to affected customers through bill message, beginning on April 1, 2011 in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 4-7-11
(Date)

BullsEye Telecom, Inc., 25925 Telegraph Rd., Suite 210, Southfield, MI 48033



David Bailey, Vice President - Business Development (Date)

Subscribed and sworn to before me this April 7, 2011
(Date)


Notary Public
My Commission Expires: 10-1-2013

SHEILA M. GALLANT
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Oct 1, 2013
SITING IN COUNTY OF Oakland

Message Preview: State-specific message for Ohio**BullsEye Telecom Customer Notice(s):****FCC Second Quarter USF Contribution**

The FCC second quarter USF contribution has changed to 14.9%.

Ohio Non-Basic Local Provider Detariffing

Effective May 19, 2011 the prices, service descriptions, and the terms and conditions for services other than a primary line provided by BullsEye Telecom, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. BullsEye Telecom, Inc. must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call BullsEye Telecom at the toll-free number, 877.638.2855 to speak to our Client Services representatives, or contact your Account Manager directly for further information. Alternatively, you may also email us at customerservice@bullseyetelecom.com.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/6/2011 10:05:57 AM

in

Case No(s). 11-2860-TP-ATA

Summary: Application of BullsEye Telecom, Inc. to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD. electronically filed by Ms. Suzanne Pagana on behalf of BullsEye Telecom, Inc.