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IN THE PUBLIC UTILITIES COMMISSION
STATE OF OHIO

OHIOTELNET.COM, INC.

Complainant,

V.

Case No. 09-515-TR-CSS

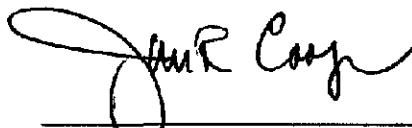
Windstream Communications, Inc., et al.

Respondents.

MOTION FOR TEMPORARY RESTRAINING ORDER

Complainant respectfully moves for an order enjoining Respondents Windstream Communications, Inc., and Windstream Ohio, Inc., from disconnecting, terminating, interrupting, or hindering in any way, directly or indirectly, the telephone, telecommunication, and/or broadband services of Complainant, OHIOTELNET.COM, INC., until evidence can be heard at a full hearing upon Complainant's complaint filed herein and a decision based on such evidence be made. Respondents have threatened to disconnect services to Complainant on June 23, 2009. Such action will be in direct violation of the interconnect agreement between the parties and in violation of the Telecommunications Act of 1996, Pub. LA. No. 104-104, 110 Stat. 56 (1996) (the "Act"). Emergency relief is, therefore, necessary pending full hearing. The affidavit of Complainant's President, Thomas W. Cotton, is filed in support of this motion and a copy is attached hereto. A memorandum in support of this motion follows.

Respectfully submitted,



James R. Cooper (0023161)
MORROW, GORDON & BYRD, Ltd.
33 West Main Street
P.O. Box 4190
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Phone: (740) 345-9611
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Attorney for Complainant

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MEMORANDUM IN SUPPORT

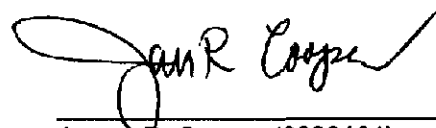
1. This motion is made pursuant to Section 4901-1-12 of the Ohio Administrative Code and upon other applicable statutory and administrative authority. It is made on the grounds that Complainant will be irreparably harmed and damaged if Respondents terminate and disconnect services provided by Complainant to its thousands of customers. Complainant has no adequate remedy at law.
2. Complainant, OHIOTELNET.COM, INC., was incorporated in 1999 to provide multiple services, including telephone, telecommunication, and broadband services to customers in Licking and surrounding counties. It was granted operating authority by the Public Utilities Commission of Ohio as a CLEC and IXC in 2000. Its place of business is 25 West Main Street, Newark, Licking County, Ohio. Pursuant to the Telecommunications Act of 1996, Pub. LA. No. 104-104, 110 Stat. 56 (1996) (the "Act") and/or other applicable state and federal laws or rulings of the Commission, Complainant in 2001, entered into an agreement ("Agreement") with Respondents, then known as Alltel Ohio, Inc., for the interconnection of the parties' telecommunication networks within the State of Ohio and to establish rates, terms, and conditions related thereto. A copy of the Agreement is attached to the complaint as Exhibit A. Respondents claim that Complainant owes them approximately \$88,000.00 in billings pursuant to various invoices. Complainant disputes the claims. Complainant alleges that Respondents have overcharged, have submitted incorrect and inaccurate invoices, have not dealt with items of dispute in good faith, and have not provided timely billings. Complainant has tendered over a period of years payment for all undisputed amounts. Since Complainant began resale in 2002, Respondents have billed Complainant over \$1.5 million dollars. Billing disputes have arisen on each monthly bill and have totaled \$120,237.21 of which only \$46,228.36 have been resolved. Complainant has spent over 1,200 hours identifying errors and submitting billing disputes to Respondents. Complainant has exhausted every effort to resolve those billing disputes through the informal resolution process established by the Agreement.

3. Respondents placed an embargo on Complainant's account in Ohio for failure to make requested payments and began disconnect procedures.
4. Respondents' actions are in violation of paragraphs 9.1.1, 9.1.2, 9.2, 9.3, 9.4, and 9.4.1 of the Agreement.
5. On or about June 9, 2009, Respondents unilaterally notified Complainant's customers that telephone service provided by Complainant would be disconnected on June 23, 2009. It further notified Complainant's customers that after said date it must select an alternative provider and offered Respondents' own services to Complainant's customers. A copy of the June 9, 2009, notice is attached as Exhibit B to the Complaint. The actions of Respondents were done with Respondents' full knowledge that its billings to Complainant were in dispute.
6. As indicated in the affidavit of Thomas W. Cotton, Respondents have not worked orders in a timely manner, have not worked installs in a timely manner, have not worked service orders in a timely manner and have not conducted business for Complainant's customers in the same manner that they do for Respondents' own customers. All of this is in violation of the Agreement and the Act.

For the foregoing reasons, Complainant respectfully asks that Respondent be enjoined from terminating and disconnecting services until the Commission can conduct a hearing on the issues raised in this case and so that the dispute resolution process provided by the Agreement can occur.

The issues raised in this manner pertain to rates, charges, classifications, and service of these parties in the telecommunications industry.

Respectfully submitted,

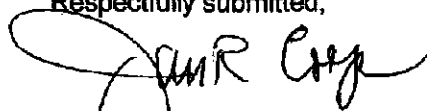


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Attorney for Complainant

CERTIFICATE OF SERVICE

A copy of the foregoing was served on Windstream Communications, Inc., in c/o CT Corporations System, Statutory Agent, 1300 East Ninth Street, Cleveland, Ohio 44144, and upon Windstream Ohio, Inc., in c/o CT Corporations System, Statutory Agent, 1300 East Ninth Street, Cleveland, Ohio 44144, by ordinary U.S. Mail, postage prepaid, and by electronic mail to Scott A. Terry, Windstream Communications, Inc., (scott.a.terry@windstream.net), this 19th day of June, 2009.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J.R. Cooper", written over a horizontal line.

James R. Cooper (0023161)

MORROW, GORDON & BYRD, Ltd.

33 West Main Street

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Newark, Ohio 43058-4190

Phone: (740) 345-9611

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Attorney for Complainant

IN THE PUBLIC UTILITIES COMMISSION
STATE OF OHIO

OHIOTELNET.COM, INC.

Complainant,

V.

Case No. _____

Windstream Communications, Inc., et al.

Respondents.

AFFIDAVIT OF THOMAS W. COTTON

State of Ohio
County of Licking, SS:

The undersigned, being first duly sworn, deposes and says:

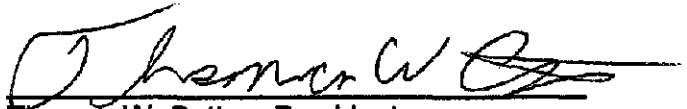
1. I am the President of OHIOTELNET.COM, INC., the Complainant in this case.
2. This affidavit is made on personal knowledge and I am competent to testify to the matters set forth herein.
3. The allegations contained in the complaint filed herewith against Windstream Communications, Inc., and Windstream Ohio, Inc., are true to the best of my knowledge and belief.
4. OHIOTELNET.COM, INC., the Complainant, was granted operating authority by the Public Utilities Commission of Ohio as a CLEC and IXC in 2000 under case numbers 95-845-TP-COI and 90-9109-TP-TRF.
5. The Complainant began resale in June of 2002 pursuant to the interconnect agreement attached as Exhibit A to the complaint. See Attachment 2 thereto and Exhibit 1 to this affidavit.

6. Since Complainant began resale, Windstream Communications, Inc., and/or Windstream Ohio, Inc. ("Windstream") has billed Complainant over \$1.5 million dollars with billing disputes on each monthly bill for a total of \$120,237.21 of which only \$46,228.36 have been resolved. This leaves \$74,008.85 in dispute.
7. Complainant has spent over 1,200 hours identifying and submitting billing disputes to Windstream. Complainant has notified Windstream by email (Exhibit 2 hereto) and, accordingly, have paid the undisputed portion of each bill.
8. Complainant has exhausted every effort to resolve these billing disputes through informal resolution under paragraph 9.3 of the interconnect agreement (Exhibit 3 hereto).
9. Windstream placed an embargo (Exhibit 4) on Complainant's account for failure to make payments and began disconnect procedures (Exhibits 5 and 6) even though Complainant offered to pay current all non-disputed charges. Windstream has repeatedly denied Complainant's efforts (Exhibit 7).
10. The Complainant, OHIOTELNET.COM, INC., has no choice but to ask for a temporary restraining order from the Public Utilities Commission of Ohio to stop the disconnect procedure and lift the embargo until such time that the Commission can hear and review all of the evidence and make its findings and orders.
11. Windstream has not worked orders or installs in a timely manner. It has not worked service orders in a timely manner. Windstream has not conducted business for Complainant's customers in the same manner that it does for Windstream customers. See paragraph 2.11 of the interconnect agreement, Attachment 2, (Exhibit 8).
12. Windstream has flagrantly and maliciously violated the non-disclosure agreement set forth in the interconnect agreement general terms and conditions, paragraph 6.0

(Exhibit 9), specifically, but not limited to, Kinder Environmental Services (Exhibit 10).

13. Complainant has not yet determined the monetary amount in damages which it has suffered due to the actions of Windstream.
14. OHIOTELNET.COM, INC., the Complainant, has been damaged irreparably by the actions of Windstream.

FURTHER AFFIANT SAYETH NAUGHT.

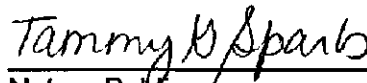


Thomas W. Cotton, President
OHIOTELNET.COM, INC.
25 West Main Street
Newark, Ohio 43055

Sworn to and subscribed before me this 19th day of June, 2009.

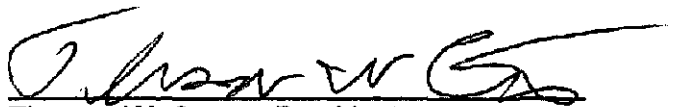


Tommy G. Sparks
Notary Public, State of Ohio
My Commission Expires:
9/19/2010


Notary Public

CERTIFICATE OF SERVICE

A copy of the foregoing was served on Windstream Communications, Inc., in c/o CT Corporations System, Statutory Agent, 1300 East Ninth Street, Cleveland, Ohio 44144, and upon Windstream Ohio, Inc., in c/o CT Corporations System, Statutory Agent, 1300 East Ninth Street, Cleveland, Ohio 44144, by ordinary U.S. Mail, postage prepaid, and by electronic mail to Scott A. Terry, Windstream Communications, Inc., (scott.a.terry@windstream.net), this 19th day of June, 2009.



Thomas W. Cotton, President
OHIOTELNET.COM, INC.
25 West Main Street
Newark, Ohio 43055

ATTACHMENT 2RESALE

All services made available to OHIOTELNET by ALLTEL for resale by OHIOTELNET pursuant to the Agreement (Resale Services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 2: Resale.

1.0 General Provisions

- 1.1 Resale Services will be made available to OHIOTELNET by ALLTEL on behalf of ALLTEL's affiliated local exchange carriers as identified in Attachment 1: ALLTEL Local Exchange Carriers. Services offered for resale shall include all regulated retail services offered by ALLTEL Ohio regardless of tariff status and including private line, digital subscriber line services, and any service offered on a de-tariffed or contractual basis.
- 1.2 The rules and regulations in the applicable ALLTEL Tariff, or applicable contracts shall apply to Resale Services and to the extent of conflict herewith this Agreement shall control.
- 1.3 OHIOTELNET will be the customer of record for all services purchased from ALLTEL, pursuant to this Agreement. Except as specified herein, ALLTEL will take service orders from, bill and collect payment from OHIOTELNET for all services purchased pursuant to this Agreement.
- 1.4 OHIOTELNET will be ALLTEL's single point of contact for all services purchased pursuant to this Agreement.
- 1.5 OHIOTELNET may resell ALLTEL services only within the ALLTEL local service area as specified in the appropriate ALLTEL tariff.
- 1.6 Except where otherwise explicitly provided in the ALLTEL Local Exchange Tariff, OHIOTELNET shall not permit the sharing of a resale service by multiple end users or the aggregation of traffic from multiple end users onto a single resold service.
- 1.7 OHIOTELNET shall resell telecommunications services only to the same class of customers to which ALLTEL sells the services, e.g. residence service may not be resold to business customers.
- 1.8 OHIOTELNET shall not use a resold service to avoid the rates, terms and conditions of ALLTEL's Local Exchange Tariff, as applicable.
- 1.9 If ALLTEL provides non-regulated services to OHIOTELNET for resale, said services shall be resold to OHIOTELNET according to terms and conditions mutually established by the parties in a separate agreement.
- 1.10 OHIOTELNET shall not use resold local exchange telephone service to provide access services to Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.
- 1.11 Subject to the availability of facilities and on terms no less favorable than Alltel provides to itself or its end user customers, ALLTEL shall provide Resale Services to OHIOTELNET pursuant to this Agreement.

- 1.12 OHIOTELNET has no right to the telephone number or any other call number designation associated with services furnished by ALLTEL, and no right to the continuance of service through any particular central office or number. ALLTEL reserves the right to change numbers or the central office designation associated with such numbers, or both, whenever ALLTEL deems it necessary to do so in the conduct of its business.
- 1.13 Service is furnished to OHIOTELNET on the condition that it will not be used for any unlawful purpose.
- 1.14 Service will be discontinued if any law enforcement agency advises that the service is being used in violation of the law.
- 1.15 ALLTEL can refuse service when it has evidence that the service will be used in violation of the law.
- 1.16 ALLTEL accepts no responsibility for any unlawful act committed by OHIOTELNET or its end users as part of providing service to OHIOTELNET for purposes of resale or otherwise.
- 1.17 ALLTEL is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of OHIOTELNET or its end users. Law enforcement agency subpoenas and court orders regarding the end users of OHIOTELNET will be directed to OHIOTELNET.
- 1.18 White Page Directory Services shall be provided as set forth in Attachment 9 - White Page Directories.
- 1.19 Interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by ALLTEL with respect to OHIOTELNET end-user accounts will be returned to the IXC as unbillable, and will not be passed on to OHIOTELNET for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by ALLTEL.
- 1.20 All necessary information with respect to an end-user, including telephone number, requested service dates, and products and services desired will be provided to ALLTEL by OHIOTELNET in accordance with the practices and procedures established by ALLTEL.
- 1.21 Except as otherwise provided in this Agreement, if ALLTEL notifies OHIOTELNET in writing of a violation of a provision of this Agreement, OHIOTELNET shall have thirty (30) days from notice to correct the violation and notify ALLTEL in writing that the violation has been corrected.
- 1.22 ALLTEL shall continue to have the right to serve and market directly to any end user within ALLTEL's service-area, including but not limited to OHIOTELNET's end users. ALLTEL shall have the right to continue to directly market its own telecommunications products and services, and in doing so may establish independent relationships with OHIOTELNET's end users.
- 1.23 Neither ALLTEL nor OHIOTELNET shall interfere with the right of any person or entity to obtain service directly from the other party.
- 1.24 The circuits, facilities or equipment provided by any person or entity other than ALLTEL and use, operation, maintenance or installation thereof shall not:

- 1.24.1 interfere with or impair service over any facilities of ALLTEL, its affiliates, or its connecting and concurring carriers involved in its service;
- 1.24.2 cause damage to plant;
- 1.24.3 impair the privacy of any communications; or
- 1.24.4 create hazards to any employees or the public.
- 1.25 OHIOTELNET assumes the responsibility of notifying ALLTEL regarding any less than standard operations with respect to services provided by OHIOTELNET.
- 1.26 Facilities and/or equipment utilized by ALLTEL to provide service to OHIOTELNET shall remain the property of ALLTEL.
- 1.27 ALLTEL will provide customer record information to OHIOTELNET, only after OHIOTELNET has provided ALLTEL the appropriate Letter(s) of Authorization (LOA) from the relevant customer. ALLTEL may provide customer record information to OHIOTELNET via US mail or fax.
- 1.28 All costs incurred by ALLTEL for providing services to OHIOTELNET that are not covered in the ALLTEL tariffs shall be recovered from OHIOTELNET for utilizing such services at rates, terms and conditions agreed to by the parties.
- 1.30 The rates applicable to OHIOTELNET for purchase of services from ALLTEL for resale shall be the retail rate for the telecommunications services as provided in ALLTEL's applicable Local Exchange Tariff less a 11.62% discount.

2.0 General Obligations

- 2.1 OHIOTELNET shall place service orders and receive phone number assignments (for new lines) through receipt of a faxed LSR. ALLTEL shall provide OHIOTELNET with all necessary forms, guidelines and procedures within 15 days of execution date of this agreement.
- 2.2 ALLTEL shall attempt to implement OHIOTELNET service orders within the same time intervals that ALLTEL uses to implement service orders for similar services for its own end users.
- 2.3 The appropriate ALLTEL trouble reporting centers shall accept OHIOTELNET trouble reports with respect to OHIOTELNET end users services 24 hours a day, 7 days a week. OHIOTELNET will be assigned a customer contact center when initial service agreements are made. OHIOTELNET end users calling ALLTEL will be referred to OHIOTELNET at the number provided by OHIOTELNET.
- 2.4 If ALLTEL determines that an unauthorized change in local service by a local service provider has occurred, ALLTEL will reestablish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge similar to that described in the ALLTEL F.C.C. Tariff No. 1. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.
- 2.5 To the extent allowable by law, OHIOTELNET shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line.

These charges will be assessed regardless if the OHIO TELNET or the end user made the change. OHIO TELNET shall pay for PIC changes at the tariffed rate.

- 2.6 OHIO TELNET shall resell the services provided herein only in those service areas in which such Resale Services or any feature or capability thereof are offered at retail by ALLTEL as the incumbent local exchange carrier to its end users.
- 2.7 OHIO TELNET is solely responsible for the payment of charges for all service furnished under this Agreement, including, but not limited to, calls originated or accepted at OHIO TELNET location and its end users' service locations, with the exception of any retail services provided directly by ALLTEL to the end user which ALLTEL is responsible for billing.
- 2.8 ALLTEL shall not be responsible for the manner in which the use of Resale Services, or the associated charges are billed to others by OHIO TELNET. All applicable rates and charges for such services will be billed to and shall be the responsibility of OHIO TELNET, with the exception of other retail services provided directly to the end user by ALLTEL as described in paragraph 2.8 above.
- 2.9 If OHIO TELNET does not wish to be responsible for toll, collect, third number billed, 900 and 976 calls, OHIO TELNET must order blocking services as outlined in the ALLTEL Local Exchange Tariff and pay any applicable charges.
- 2.10 OHIO TELNET shall be responsible for providing to its end users, and to ALLTEL a telephone number or numbers that OHIO TELNET end users can use to contact OHIO TELNET in the event of service or repair requests. In the event that OHIO TELNET end users contact ALLTEL with regard to such requests, ALLTEL shall provide the end user OHIO TELNET's contact number and inform the end user to contact OHIO TELNET.
- 2.11 ALLTEL is required to provide installation, maintenance and repair services to resold services at intervals which are equal to those which Alltel provides to its own customers. At its option and expense, OHIO TELNET may request that ALLTEL provide quarterly reports comparing appropriate service and installation intervals between ALLTEL end-user customers and OHIO TELNET customers. The reporting criteria and level of aggregation shall be determined jointly by OHIO TELNET and ALLTEL to the extent possible. If the parties cannot reach agreement they shall submit the matter to the PUCO for arbitration.
- 2.12 As the underlying provider of all resold services, ALLTEL is required to provide service in accordance with the PUCO's Minimum Telephone Service Standards (MTSS). To the extent that ALLTEL does not comply with the MTSS, OHIO TELNET shall have recourse..

3.0 Establishment of Service

- 3.1 Upon receiving the applicable certification from the appropriate state regulatory agency, OHIO TELNET will provide ALLTEL with the necessary documentation to enable ALLTEL to establish a master account for OHIO TELNET. Such documentation shall include, but is not limited to, the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), and a tax exemption certificate, if applicable. When necessary deposit requirements are met, ALLTEL will begin taking orders from OHIO TELNET for Resale Services.
- 3.2 Service orders will be in the format designated by ALLTEL.

- 3.3 When ALLTEL receives notification from OHIOTELNET that a current ALLTEL customer will be subscribing to OHIOTELNET's services, standard service order intervals for the appropriate class of service will apply.
- 3.4 Except as required by applicable laws or rules, ALLTEL will not require end user confirmation prior to establishing service for OHIOTELNET's end user customers. OHIOTELNET must, however, be able to demonstrate end user authorization upon request.
- 3.5 OHIOTELNET will be the single point of contact with ALLTEL for all subsequent ordering activity resulting in additions or changes to Resale Services, except that ALLTEL will accept a request directly from the end user for conversion of the end user's service from OHIOTELNET to ALLTEL, or will accept a request from another local service provider for conversion of the end user's service from OHIOTELNET to the other local service provider.
- 3.6 ALLTEL will provide OHIOTELNET at their request per customer, blocking of calls (e.g., toll, 900, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that ALLTEL provides such blocking capabilities to its customers and to the extent required by law.
- 3.7 When ordering Resale Services via a service order, OHIOTELNET may where available, order from ALLTEL separate InterLATA and IntraLATA service providers (i.e., two PICs) on a line or trunk basis where IntraLATA presubscription has been introduced. ALLTEL will accept PIC change orders for IntraLATA toll and long distance services through the ALLTEL service provisioning process.
- 3.8 ALLTEL will provide order format specifications to OHIOTELNET with respect to all services, features, and functions available and with respect to ancillary data required by ALLTEL to provision these services.
- 3.9 ALLTEL, at its discretion may require OHIOTELNET to provide ALLTEL a security deposit to ensure payment of OHIOTELNET's account.
- 3.9.1 Such security deposit shall be an irrevocable Letter of Credit, bond cash deposit or other form of security acceptable to ALLTEL. Any such security deposit shall be returned following 12 consecutive months of on time payment by OHIOTELNET.
- 3.9.2 If a security deposit is required, such security deposit shall be made prior to the activation of service.
- 3.9.3 The fact that a security deposit has been provided in no way relieves OHIOTELNET from complying with ALLTEL's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of ALLTEL providing for the discontinuance of service for non-payment of any sums due ALLTEL.
- 3.9.4 ALLTEL reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. In no case, however, shall the security deposit exceed the level provided for in PUCO rules governing the application of security deposits.

- 3.9.5 In the event that OHIO TELNET is in breach of this Agreement, service to OHIO TELNET may be terminated by ALLTEL, any security deposits applied to its account and ALLTEL may pursue any other remedies available at law or equity.
- 3.9.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate ALLTEL tariff shall be paid to OHIO TELNET during the possession of the security deposit by ALLTEL. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to OHIO TELNET by the accrual date.

4.0 Maintenance of Services

- 4.1 ALLTEL's facilities and equipment provided by ALLTEL shall be maintained by ALLTEL.
- 4.2 ALLTEL will attempt to provide maintenance for all Resale Services ordered under this Agreement at levels equal to the maintenance provided by ALLTEL in serving its end user customers. ALLTEL technicians will attempt to provide repair service on Resale Services that is at least equal in quality to that provided to ALLTEL customers; trouble calls from OHIO TELNET will receive response time and priorities that are at least equal to that of ALLTEL customers.
- 4.3 OHIO TELNET or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by ALLTEL, other than by connection or disconnection to any interface means used, without the written consent of ALLTEL.
- 4.4 OHIO TELNET shall promptly notify ALLTEL of any situations that arise that may result in a service problem.
- 4.5 OHIO TELNET will be ALLTEL's single point of contact for all repair calls on behalf of OHIO TELNET's end users with respect to Resale Services. All misdirected repair calls to ALLTEL from OHIO TELNET customers will be given a recording (or live statement) directing them to call the number designated by OHIO TELNET. OHIO TELNET on a reciprocal basis will refer all misdirected repair calls that OHIO TELNET receives for ALLTEL customers to ALLTEL.
- 4.6 OHIO TELNET will contact the appropriate ALLTEL repair center in accordance with procedures established by ALLTEL. OHIO TELNET will refer repair calls to ALLTEL by telephone. ALLTEL will attempt to answer its telephone and begin taking information from OHIO TELNET at the same level of service as provided to ALLTEL's customers.
- 4.7 For all repair requests, OHIO TELNET shall adhere to ALLTEL's prescreening guidelines prior to referring the trouble to ALLTEL.
- 4.8 For purposes of this Section, Resale Services is considered restored or a trouble resolved when the quality of Resale Services is equal to that provided before the outage or the trouble occurred.
- 4.9 ALLTEL will bill OHIO TELNET for handling troubles that are found not to be in ALLTEL's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what ALLTEL charges to its retail customers for the same services.

- 4.10 ALLTEL will provide OHIOTELNET with written escalation procedures for maintenance resolution to be followed if, in OHIOTELNET's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided thereunder shall include names and telephone numbers of ALLTEL management personnel who are responsible for maintenance issues.
- 4.11 ALLTEL Maintenance of Service Charges, when applicable, will be billed by ALLTEL to OHIOTELNET, and not to OHIOTELNET's end-user customers.
- 4.12 Dispatching of ALLTEL technicians to OHIOTELNET Customer premises shall be accomplished by ALLTEL pursuant to a request received from OHIOTELNET.
- 4.13 When an ALLTEL employee visits the premises of a OHIOTELNET local customer, the ALLTEL employee will inform the customer or occupant, directly or indirectly, that he or she is there acting on behalf of "their local service provider". Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that ALLTEL was on their premises acting on behalf of "their local service provider".
- 4.14 If trouble cannot be cleared without access to OHIOTELNET local customer's premises and the customer is not at home, the ALLTEL technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call "their local service provider" for rescheduling of repair.
- 4.15 ALLTEL reserves the right, but is not required, to contact OHIOTELNET's customers for any lawful purpose.
- 4.16 ALLTEL will perform testing (including trouble shooting to isolate any problems) of Resale Services purchased by OHIOTELNET in order to identify any new circuit failure performance problems.

5.0 Discontinuance of Service

5.1 End User Disconnect Procedures

- 5.1.1 At the request of OHIOTELNET, ALLTEL will disconnect a OHIOTELNET end user customer.
- 5.1.2 All requests by OHIOTELNET for denial or disconnection of an end user for nonpayment must be provided to ALLTEL in writing in the manner and format prescribed by ALLTEL.
- 5.1.3 OHIOTELNET will be solely responsible for notifying the end user of the proposed disconnection of service.
- 5.1.4 Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of OHIOTELNET.
- 5.1.5 ALLTEL will continue to process calls made to ALLTEL for annoyance calls and will advise OHIOTELNET when it is determined that annoyance calls are originated from one of their end user's locations. ALLTEL shall be indemnified, defended and held harmless by OHIOTELNET against any claim, loss or damage arising from providing this information to OHIOTELNET. It is the responsibility of OHIOTELNET to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in ALLTEL's disconnecting the end user's service.

5.2 OHIOTELNET Disconnect Procedures

- 5.2.1 ALLTEL reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance by OHIOTELNET of the rules and regulations of the ALLTEL Local Exchange Tariff.
- 5.2.2 Disputes hereunder shall be resolved in accordance with the procedures identified in the General Terms and Conditions, §9.0 Dispute Resolution. Failure of OHIOTELNET to pay charges owed to ALLTEL shall be grounds for termination under this Agreement.
- 5.2.3 If payment is not received twenty (20) days from the next bill date (i.e. same date in the following month as the bill date), ALLTEL may provide written notice to OHIOTELNET, that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If ALLTEL does not refuse additional applications for service on the date specified in the notice, and OHIOTELNET's noncompliance continues, nothing contained herein shall preclude ALLTEL's right to refuse additional applications for service without further notice.
- 5.2.4 If payment is not received, and arrangements are not made by the bill date in the second consecutive month, OHIOTELNET's account shall be considered in default, and will be subject to denial or disconnection, or both.
- 5.2.5 If OHIOTELNET fails to comply with the provisions of this Agreement, including any payments to be made by the dates and times herein specified, ALLTEL may, on thirty (30) days written notice to OHIOTELNET's designated representative discontinue the provision of existing services to OHIOTELNET at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If ALLTEL does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and OHIOTELNET's noncompliance continues, nothing contained herein shall preclude ALLTEL's right to discontinue the provisions of the services to OHIOTELNET without further notice.
- 5.2.6 If payment is not received or arrangements, acceptable to ALLTEL, made for payment by the date given in the written notification, ALLTEL shall have the right to disconnect OHIOTELNET. ALLTEL reserves the right to advise OHIOTELNET's end users of OHIOTELNET's default after the date given in the notification for disconnection.
- 5.2.7 After disconnect procedures have begun, ALLTEL shall not accept service orders from OHIOTELNET until all unpaid charges are paid in full in immediately available funds. ALLTEL shall have the right to require a deposit equal to two month's charges (based on the highest previous month of service from ALLTEL) prior to resuming service to OHIOTELNET after disconnect for nonpayment has occurred.

6.0 Billing and Payments

- 6.1 Pursuant to this Agreement, ALLTEL shall bill OHIOTELNET those charges which OHIOTELNET incurs as a result of OHIOTELNET purchasing Resale Services from ALLTEL.

- 6.2 ALLTEL shall provide OHIOTELNET a monthly bill including all charges incurred by and credits and/or adjustments due to OHIOTELNET for the Resale Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by ALLTEL to OHIOTELNET will include:
- 6.2.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;
 - 6.2.2 any known unbilled non-usage sensitive charges for prior periods;
 - 6.2.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; and
 - 6.2.4 any known unbilled usage sensitive charges for prior periods. ALLTEL will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to OHIOTELNET.
- 6.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due ALLTEL from the Interexchange Carrier.
- 6.4 All end user common line (EUCL) charges, subscriber line charges (SLC), or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.
- 6.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.
- 6.6 ALLTEL will render bills each month on established bill days for each of OHIOTELNET's accounts.
- 6.7 If OHIOTELNET requests an additional copy(ies) of a bill, OHIOTELNET will pay ALLTEL a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 6.8 Payment of all charges will be the responsibility of OHIOTELNET. OHIOTELNET shall make payment to ALLTEL for all Resale Services billed. ALLTEL is not responsible for payments not received by OHIOTELNET from OHIOTELNET's customer. ALLTEL will not become involved in billing disputes that arise between OHIOTELNET and its customer. Payments made to ALLTEL as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 6.9 The payment will be due 20 days from the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by ALLTEL.

7.0 Customer Usage Data

- 7.1 Usage Data with respect to end users will be provided by ALLTEL to OHIOTELNET when the end user has been transferred to OHIOTELNET, and OHIOTELNET purchases Resale Services from ALLTEL.

- 7.2 ALLTEL will provide usage data for OHIOTELNET customers using ALLTEL-provided Resale Services. Usage Data includes, but is not limited to, the following categories of information:
- 7.2.1 All record types that are currently processed for ALLTEL customers.
 - 7.2.2 Use of CLASS/ Custom Features;
 - 7.2.3 Station level detail for ALLTEL - provided CENTREX families of services; and
 - 7.2.4 Complete call detail and complete timing information for Resale Services;
- 7.3 ALLTEL will provide Usage Data for completed calls only for service offerings that ALLTEL records for itself (e.g., Local Measured Services) and recordings performed on the behalf of ALLTEL for operator services and directory assistance.
- 7.4 ALLTEL will provide Usage Data to OHIOTELNET only for OHIOTELNET Customers. ALLTEL will not submit other carriers' local usage data as part of the OHIOTELNET Usage Data.
- 7.5 ALLTEL will provide Usage Data in EMI format.
- 7.6 ALLTEL will include the Working Telephone Number (WTN) of the call originator on each EMI call record.
- 7.7 End user customer usage records and station level detail records will be in packs in accordance with EMI guidelines.
- 7.8 ALLTEL will transmit formatted Usage Data to OHIOTELNET via CONNECT: Direct or as otherwise agreed to by the Parties. OHIOTELNET is responsible for the connection.
- 7.9 OHIOTELNET and ALLTEL will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. OHIOTELNET will pay to ALLTEL a per message charge for ALLTEL's transmission of usage data to OHIOTELNET.
- 7.10 ALLTEL will provide Usage Data to OHIOTELNET-daily (Monday through Friday) on a daily on a time schedule to be determined by the Parties. By mutual agreement of both Parties, this schedule can be amended with 30 days written notice.
- 7.11 ALLTEL will establish a single point of contact to respond to OHIOTELNET call usage, data error, and record transmission inquiries.
- 7.12 ALLTEL will bill and OHIOTELNET will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this ____ day of _____, 2001.

OHIOTELNET.COM, Inc.

ALLTEL Ohio, Inc.

Print Name

Jeffrey W. Reynolds

Print Name

Sign Name: Date

Sign Name: Date

Position/Title
OHIOTELNET.COM, Inc.

V.P. Access & Interconnection Services

Position/Title
ALLTEL Ohio, Inc.

From: Annette DuBoe [annette.duboe@msmisp.com]
Sent: Monday, September 24, 2007 8:31 AM
To: Michelle Bright
Subject: Payment
Michelle,

I have sent out check number 1754 in the amount of \$24,307.60, by FedEx over night tracking number 799191834609.

We have spent a total of 8 hours this month inputting billing disputes for this payment.

The billed amount is \$24,976.79
The disputes are \$669.19

Thank You,
Annette DuBoe
Ohiotelnet.com, Inc.

From: Annette DuBoe [annette.duboe@msmisp.com]
Sent: Friday, August 24, 2007 4:09 PM
To: Michelle Bright
Subject: Payment
Michelle,

I have sent out check number 11713 in the amount of \$24,621.02, by FedEx over night tracking number 791373888990.

We have spent a total of 11 hours this month inputting billing disputes for this payment.

The billed amount is \$25,791.63
The disputes are \$1,170.61

Thank You,
Annette DuBoe
Ohiotelnet.com, Inc.

9.3 Informal Resolution of Disputes

In the case of any dispute and upon receipt of the Dispute Notice each Party will appoint a duly authorized representative knowledgeable in telecommunications matters, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.



Windstream Communications
1720 Galleria Blvd
Charlotte, NC 28270

April 22, 2009

OhioTelnor, Com, Inc
Attn: Annette Duboe
25 W. Main Street
Newark, Ohio 43055-5532

RE: Embargo Notice- Ohio-441-158-1000

Dear Annette Duboe,

OTN paid \$7,680.72 to cover January 2009 invoice charges by the embargo notice expiration date (4/20/09). OhioTelnor, Inc account (BTN-441-158-1000) in Ohio currently has an account balance of \$99,958.65 of that amount, \$8,528.15 is outstanding for February invoice charges. Windstream Communications, Inc. ("Windstream") would like to continue our business relationship with OhioTelnor, Inc., therefore, I am requesting payment for February invoice charges be satisfied by May 7, 2009.

Per Section 3.9.3 of the OhioTelnor, Inc. interconnection agreement, the fact that a security deposit has been provided in no way relieves OhioTelnor, Inc from complying with Windstream Communications, Inc. ("Windstream") regulations of prompt payment. A deposit does not constitute a waiver or modification of the regular practices of Windstream Communications, Inc. ("Windstream") providing for the discontinuance of service for nonpayment of any sums due Windstream Communications, Inc.

If payment is not received from OhioTelnor, Inc. by the close of business May 7, 2009, Windstream Communications, Inc. ("Windstream") will refuse any new, pending, move, add or change service order applications May 8, 2009. Disconnect orders will continue to be processed.

Should you have any questions regarding this matter please call me at (800) 380-5999 ext. 6428.

Respectfully,

Michelle Bright
Michelle.bright@windstream.com

Alicia Huburn
Alicia.k.huburn@windstream.com

Windstream Communications, Inc. Financial Services



Windstream Ohio, Inc.
1720 Galleria Blvd
Charlotte, NC 28270

May 22, 2009

OhioTelnet, Com, Inc
Attn: Annette Duboe
25 W. Main Street
Newark, Ohio 43055-5532

RE: Disconnect Notice- OH-
BTN 441-158-1000/ Acct # 002019735 999

Dear Annette Duboe,

On April 29, 2009, Windstream Communications, Inc ("Windstream") placed an embargo on

Ohio Telnet, Com, Inc account (BTN 441-158-1000) in Ohio for failure to make requested
payments towards Ohio Telnet, Com, Inc outstanding balance.

Per Section 3.9.5-In the event that Ohio Telnet, Com, Inc is in breach of the Agreement, service to Ohio
Telnet, Com, Inc may be terminated by Windstream Communications, Inc. ("Windstream"). Any security
deposits will be applied to this account and Windstream Communications, Inc ("Windstream") may pursue
any other remedies available to secure the delinquent balance.

Ohio Telnet, Com, Inc currently has a balance in OH of \$88,041.55 (BTN 441-158-1000) for undisputed
charges. Windstream Communications, Inc ("Windstream") request payment of this amount in full by the
close of business June 22, 2009 to avoid disconnection. If payment is not received by June 22, 2009,
Windstream Communications, Inc ("Windstream") will disconnect Ohio Telnet, Com, Inc June 23, 2009.

Should you have any questions regarding this matter please call (800) 380-5999 option 4-ext.
6428

Please be advised: The Customer Notification Procedures for Disconnection of Resellers rule is
attached.

Respectfully,

Michelle Bright
Windstream Communications Financial Services Reseller Representative
Michelle.Bright@windstream.com

Alicia Huburn
Alicia.Huburn@windstream.com
Windstream Communications, Inc. Financial Services

CC: Ohio Public Service Commission
K. Hobbs, S. Weeks, S. Terry, K. Petree, T. Seifert
Contract file



Windstream Communications
1720 Galleria Blvd
Charlotte, NC 28270

June 9, 2009

Dear: Ohiotelnet, Com, Inc Customer:

You are hereby notified that on June 23 2009 your telephone service, currently provided by Ohiotelnet, Com, Inc, will be disconnected.

This disconnection is not due to any failure on your part. If you have questions about your current telephone service, please contact Ohiotelnet, Com, Inc directly.

To ensure you continue to have phone service after June 23, 2009 you must select an alternative provider of basic local exchange service. This will ensure you're able to make local calls, including 911 calls. A selection of alternative local service providers and their contact information can be found in your phone book.

If you choose to set up service with Windstream, please call 1-800-347-1991 for residential accounts and 1-800-843-9214 to establish a business account.

Sincerely,

Windstream Customer Service

From: Terry, Scott A [Scott.A.Terry@windstream.com]
Sent: Monday, June 15, 2009 4:13 PM
To: Annette Duboe
Cc: Bright, Michelle
Subject: RE: payment
 Annette,

The email below is not acceptable.

-----Original Message-----

From: Annette Duboe [mailto:annette.duboe@msmisp.com]
Sent: Monday, June 15, 2009 3:04 PM
To: Terry, Scott A
Subject: FW: payment

From: Annette Duboe [mailto:annette.duboe@msmisp.com]
Sent: Monday, June 15, 2009 3:57 PM
To: 'Bright, Michelle'
Cc: 'tom.cotton@ohiotelnet.com'
Subject: payment

Michelle,

Scott Terry indicated that I should work with you on payment arrangements. Below is the breakdown of money Ohiotelnet owes. If we subtracted the bill due on the 22nd of June which is April's bill that would leave an amount due of \$1,493.75. Ohiotelnet is prepared to pay this amount immediately.

Total Amount Due:	\$88,041.55
Less Old Disputes of:	\$ 42,472.28
Less Interest Disputes of:	\$ 28,060.69
Less Disputes of: 105281 - 105283	\$ 3,475.88
For a Total Payment of:	\$ 7,193.17

I will be calling you just a few minutes.

Thanks,
 Annette DuBoe
 Ohiotelnet.com, Inc.

The information contained in this message, including attachments, may contain

privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.

From: Annette Duboe [annette.duboe@msmisp.com]

Sent: Wednesday, June 17, 2009 1:08 PM

To: 'Bright, Michelle'

Subject: payment

Michelle,

Our contract states:

"The Parties agree that those portions of bills that are not disputed shall be paid when due, that interest applies to all overdue invoices as set forth in §8.1 to this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in §8.0 of this Agreement."

The email below clearly states the amounts in dispute. Windstream has neither denied nor granted these billing disputes. Ohiotelnet is prepared to pay the undisputed amount.

Thank you,

Annette DuBoe
Ohiotelnet.com, Inc.

From: Annette Duboe [mailto:annette.duboe@msmisp.com]

Sent: Monday, June 15, 2009 3:57 PM

To: 'Bright, Michelle'

Cc: 'tom.cotton@ohiotelnet.com'

Subject: payment

Michelle,

Scott Terry indicated that I should work with you on payment arrangements. Below is the breakdown of money Ohiotelnet owes. If we subtracted the bill due on the 22nd of June which is April's bill that would leave an amount due of \$1,493.75. Ohiotelnet is prepared to pay this amount immediately.

Total Amount Due: \$88,041.55

Less Old Disputes of: \$ 42,472.28
Less Interest Disputes of: \$ 28,060.69
Less Disputes of: \$ 3,475.88
105281 – 105283
For a Total Payment of: \$ 7,193.17

I will be calling you just a few minutes.

Thanks,
Annette DuBoe
Ohiotelnet.com, inc.

From: Bright, Michelle [Michelle.Bright@windstream.com]
To: Annette DuBoe
Sent: Wednesday, June 17, 2009 1:44 PM
Subject: Read: payment
Your message

To: Bright, Michelle
Subject: payment
Sent: Wed, 17 Jun 2009 13:07:43 -0400

was read on Wed, 17 Jun 2009 13:43:30 -0400

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.

2.13 ALLTEL is required to provide installation, maintenance and repair services to resold services at intervals which are equal to those which Alltel provides to its own customers. At its option and expense, OHIOTELNET may request that ALLTEL provide quarterly reports comparing appropriate service and installation intervals between ALLTEL end-user customers and OHIOTELNET customers. The reporting criteria and level of aggregation shall be determined jointly by OHIOTELNET and ALLTEL to the extent possible. If the parties cannot reach agreement they shall submit the matter to the PUCO for arbitration.

Formatted: Bullets and Numbering

6.0 Confidential and Proprietary Information

- 6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, customer, end user, network, or business information disclosed by one Party (the "Discloser") to the other Party (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations or the term of this Agreement ("Confidential Information"). Such Confidential Information shall automatically be deemed proprietary to the Discloser and subject to this §6.0, unless otherwise confirmed in writing by the Discloser. All other information which is indicated and marked, as Confidential Information at the time of disclosure shall also be treated as Confidential Information under §6.0 of this Agreement. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees or agents having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable to the terms of this Section.
- 6.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.3 The Recipient agrees to return all Confidential Information to the Discloser in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient, (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure, or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 6.5 The Parties recognize that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser, subject to applicable rules governing use of Customer Propriety Network Information (CPNI).

- 6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.



**Kinder
Environmental
Services, Inc.**

Exhibit 10

2112 Cherry Valley Road, Newark, OH 43055
Office: 740-522-0762 Fax: 740-522-0763

February 9, 2009

Ohiotelnet.com, Inc.
Attn Mr. Tom Cotton
25 West Main Street
Newark, Ohio 43055

Dear Mr. Cotton

Here is a summary of our recent problems with the internet/e-mail and Windstream.

Wednesday Jan 28 lost our service. Not certain of the time as we were not in the office.

Tuesday Jan 29 I tried to restore service by checking modem, router, etc. called MSM talked to Mike, he said you were not having problems with service and that he would check with Windstream concerning our DSL service. Mike called back and said Windstream had an order from Kinder Environmental to transfer us to Sprint. Tried numbers in phone book to reach Windstream and could only get automated systems. John Kinder then called the Windstream office in N.C., after much discussion that we had not requested a change in service we were told that our service would be back in place 5:00 pm that day.

Friday Jan 30 arrived at office at 8:00 AM to find that the service was still off. John Kinder called Windstream's DSL Reporting Center 1-888-358-7092 to find out why service was still out. Lady again promised that service would be restored and she said she would call when service was restored. We did not receive a call back.

Sat. Jan 31 John Kinder in office and found that we still had no service. He called the above number and was told that someone would call us Monday Feb 2nd.

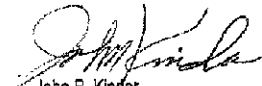
Monday Feb 2. Still no service at 8:00AM, waited until approximately 10:15 AM, then John again called Windstream. At this point the story changed, now we were disconnected because Ohiotelnet had not paid their bills to Windstream. Not knowing the amount John asked if we could pay Windstream directly for service. At this point Jennifer responded that we could purchase their internet/e-mail service for \$40.00 per month.

Monday Feb 2. I called you, then tried one more Windstream number. Windstream action line 1-800-336-4699, talked to Larry, he said he could not solve problem immediately, would look into the matter and call back. I am still waiting for that call.

Monday Feb 2 mid-afternoon service was restored.

This document written by S.V. Jackson, Jr., Director of Engineering for Kinder Environmental Services, Inc.

Respectfully yours;



John P. Kinder
President

Cc: File