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150 East Gay Street
Room: 4A
Columbus, OH 43215-3111



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FILE

April 4, 2002

Ms. Daisy Crockron, Chief
Docketing Division
The Public Utilities Commission of Ohio
180 E. Broad St.
10th Floor
Columbus, OH 43215

RECEIVED - DOCKETING DIV
2002 APR -4 PM 4:07
PUCO

RE: SBC Ameritech Ohio DS1 Service

Case No. 02-823-TP-AEC

Dear Ms. Crockron:

Attached for filing is a redacted version of a contract for Ameritech DS1 Service Agreement.

The supporting cost information is being provided to the Staff on a proprietary basis.

Please contact me at (614) 223-7950 if you should have any questions.

Sincerely,

Robert J. Wentz
Manager- Dockets & Issues

Attachment

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician 3 Date Processed 4.4.02

Ameritech
Custom DSI Service Agreement
OHIO METRO

This Agreement is entered into as of _____ (the "Effective Date") between Ameritech Enhanced Business Services, a division of Ameritech Information Systems, Inc., on behalf of The Ohio Bell Telephone Company, an Ohio corporation and _____ ("Customer").

In consideration of the covenants and undertakings herein, the parties agree as follows:

1. **Description of Service** - In accordance with the terms and conditions herein, Ameritech shall provide 1.544 MBPS High Capacity Digital Service Channels ("DSI Service") between the locations designated on page 4.
2. **Term** - The term for providing the Service corresponds to the term payment plan selected by Customer on page 4. Upon completion of the Service term, Customer may continue receiving the Service at the then-current rates under any available payment plan. If Customer does not select a new payment plan and does not request discontinuance of the Service prior to expiration of the term, the month-to-month tariff rates in effect at such time will automatically apply.
3. **Rates** - Customer shall pay the Monthly Charge shown on page 4, which shall not be subject to increases during the term of this Agreement. All invoices from and payments due to Ameritech shall be made in accordance with Ameritech's standard billing procedures.
4. **Applicable Tariff Regulations** - Except as specifically set forth herein, the terms and conditions under which the Service is provided are controlled by tariffs filed with the Public Utilities Commission of Ohio ("PUCO"). Ameritech's obligation to provide the Service under this Agreement is expressly contingent upon and subject to filing and approval by the public utility commission.
5. **Installation and Cutover** - Consistent with the availability of certain equipment and facilities on Ameritech's side of the NETPOP, Ameritech shall develop and advise Customer of the installation and cutover schedule. Cutover shall be deemed to have occurred when the Service is substantially provided to Customer. If Ameritech's performance is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure condition, Ameritech shall have the right to extend cutover for a reasonable period of time, at least equal to the period of such delay. If Customer cancels this Agreement before the Service is established, Customer shall reimburse Ameritech for all expenses incurred in processing the order and in installing the required equipment and facilities.
6. **Service and Maintenance Obligations** - Ameritech represents to Customer that the Service will operate materially in accordance the service description set forth in the tariff. If, under normal and proper use, the Service fails to perform substantially as specified above, and Customer notifies Ameritech within the term, Ameritech shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service problems seven (7) days per week and twenty-four (24) hours per day. Ameritech's repair obligation does not include damage, defects, malfunctions service degradations or failures caused by Customer's or a third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides Ameritech with access on its side of the NETPOP so as to enable Ameritech to perform maintenance or repair work. In the event of an interruption in the Service, a credit allowance shall be made for the affected portion of the Service to the extent specified in the tariff.

THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AMERITECH, FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICE SHALL BE THE OBLIGATIONS OF AMERITECH AS SET FORTH IN THIS AGREEMENT.

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7. **Termination for Convenience** - If Customer terminates the Service prior to expiration of the term, Customer shall be liable to Ameritech (1) for the difference between Customer's current Monthly Charge and the tariff rate in effect at the time of termination for the payment plan that could have been completed during the time the Service was provided, multiplied by the number of months that the Service was provided, and (2) for any Non-Recurring Charges waived at installation if the Service is terminated prior to completion of a minimum of 36 months on a 36- or 60-month Term. In addition to the foregoing, if Service is discontinued in the 1st through 11th months the following additional charges will apply: 40% X the prevailing 12 month rate X (12 - the number of months Service was received). Charges shall become due in full immediately upon such termination.
- Service Upgrade** Customer may upgrade Service to a higher speed Ameritech DS3 or SONET service without incurring early termination charges; provided that the Upgraded Service is (I) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (II) is installed between the locations herein. NRCs will apply to the Upgraded Service.
8. **Limitation of Damages** - The liability of Ameritech for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the Service, and not caused by the negligence of Customer, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the period of Service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to Ameritech.
9. **Assignment** - Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of Ameritech which shall not be unreasonably withheld or delayed.
10. **Taxes and Additional Charges** - Customer shall remit to Ameritech all applicable federal, state and local taxes and all applicable municipal and state charges which arise under this Agreement unless and to the degree Customer furnishes evidence of exemption from any or all such taxes and charges.
11. **Notices** - Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally or sent by express delivery service, certified mail, postage prepaid, and addressed to the parties at the addresses set forth on the front page. Notices shall be deemed given as of the date of receipt, the next business day when sent via express delivery service or three (3) days after mailing in the case of U.S. mail.
12. **Publicity** - Neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.
13. **Regulatory Approval and Jurisdiction** - Approval of this Agreement by the PUCO, if approval is determined by Ameritech to be necessary, will be obtained by Ameritech. If PUCO approval is required and not obtained, then this Agreement will immediately terminate and Customer shall receive a refund of any non-recurring charge paid.
- Approval of this Agreement by the PUCO does not constitute a determination that the terms and provisions for termination, or any resulting termination liability, of the Agreement should be upheld in a court of law. Approval by the PUCO of the termination liability language is not intended to indicate that the PUCO has approved any terms or provisions contained therein. Signatories of this Agreement are free to pursue whatever legal remedies they may have, should a dispute of this nature arise.
14. **Severability** - If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

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15. **Waiver** - Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.
16. **Breach** - Either party may terminate this Agreement, or an appropriate portion of this Agreement if such breach does not affect the entire Agreement immediately following written notice in the event the other party is in default as to any of its material obligations hereunder, provided (a) the defaulting party receives notice of termination containing a reasonably complete description of the default, and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment.
17. **Entire Agreement** - This Agreement and the applicable tariff are the complete agreement between the parties and supersede any discussions, representation or proposals, written or oral, concerning the Service. This Agreement may not be modified except by a writing signed by both parties.
18. **Jurisdiction** - Based on FCC Rules and Regulations, the attached pricing is offered via the respective Ameritech state tariff and is based on customer acknowledgement and certification to the company that total interstate traffic on the circuit(s) constitutes 10% or less of the total traffic on the service.

MAR 20 2002

Contract Information Management

Ameritech

Custom DSI Service Agreement
OHIO METRO

20020325-026

Order Type ☒ New Install

Requested Installation Date

☒ Term Payment Plan/Monthly Charge: 36 Months

☐ Term Payment Plan/Monthly Charge: 60 Months

LDCs @ \$112 ea x 2 (Qty) = 224 SubTotal

LDCs @ \$98 ea x (Qty) = SubTotal

CMTs @ \$34 ea x 2 = 68 SubTotal

CMTs @ \$22 ea x 2 = SubTotal

CM @ \$14 ea x 6 (Qty) = 84 SubTotal

CM @ \$12 ea x (Qty) = SubTotal

Total: 376

Total:

Nonrecurring Service Charges: Waived \$ - - -

Circuit Location Address(es):

Your signature acknowledges that you understand and accept the terms and conditions for Ameritech DSI Service and that you are authorized to make the commitments under this Order.

CUSTOMER

AMERITECH

Authorized Customer Signature

Authorized Ameritech Signature

Print Name and Title

Print Name and Title
Contract Information Management

Date

Date

Company Name

Billing Address

City, State, Zip

Existing Billing Account Number (if applicable)

Fax contract to: 312/795-6496

Mail SIGNED ORIGINAL to:
Contract Information Management
225 W Randolph, Floor 25C Chicago IL 60606

Original must be received within five (5) days after faxing.

Sales Information

Channel: ABCS

Name:

Phone:

Fax:

Order Information

Order Center: ☐ AIPC ☐ ABSC

Center Location:

Promotion Code: ☒ MB36 ☐ MB60

Approval Signature: