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October 12, 2000

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

     Re: Ameritech Ohio DS1 Service Agreement

        Case No. 00-1894-TP-AEC

Dear Ms. Crockron:

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

     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,

              Judith E. Matz

Attachment

AGREEMENT FOR
HIGH CAPACITY DIGITAL TRANSPORT SERVICE

This Agreement is entered into as of _____, 2000 (the "Effective Date") between Ameritech Business Communications Services, a division of SBC Global Services, Inc. (formerly known as Ameritech Information Systems, Inc.), a Delaware corporation, on behalf of The Ohio Bell Telephone Company, an Ohio corporation ("Ameritech"), with its principal place of business at 225 West Randolph Street, Chicago, Illinois 60606, and ▓▓▓▓▓▓▓▓ ▓▓▓▓▓▓▓▓

WHEREAS, Ameritech provides High Capacity Digital Transport Services (collectively the "Service" or "the Services"); and

WHEREAS, Customer desires to purchase the Services from Ameritech;

NOW THEREFORE, in consideration of the covenants and undertakings herein, Ameritech agrees to furnish and Customer agrees to subscribe to and pay for, the Services as described, and pursuant to the terms and conditions contained herein.

1.0 HIGH CAPACITY DIGITAL TRANSPORT SERVICE

1.1 In accordance with terms and conditions herein, Ameritech shall provide DS1 and/or DS3 High Capacity Digital Transport Service to Customer between the Ameritech ▓▓▓▓▓▓ central offices and Customer locations at ▓▓▓▓▓▓▓▓▓▓▓▓▓▓

1.2 Ameritech DS1 High Capacity Digital Service provides high speed transport service at an overall maximum bandwidth of 1.544 Megabits per second. Each circuit provides point-to-point transport between the locations designated by Customer within the state of Ohio.

1.3 Ameritech DS3 High Capacity Digital Service provides high speed transport service at an overall maximum bandwidth of 44.736 Megabits per second. Each circuit provides point-to-point transport between the locations designated by Customer within the state of Ohio.

1.4 Ameritech DS3 to DS1 Multiplexing Service converts an Ameritech DS3 channel operating at a terminating speed of 44.736 Mbps to 28 Ameritech DS1 channels at a terminating speed of 1.544 Mbps using digital time division multiplexing (available with 128.0, 256.0 and 384.0 Kbps and 1.544 Mbps transport).

D. Butler 09/27/00

1.5 The High Capacity Digital Transport Services made available under this Agreement are solely for the use of Customer and Customer's business and are expressly not available nor intended for resale purposes. Affiliates of Customer, or other third parties may not order High Capacity Digital Transport Services hereunder.

2.0 TERM AND TERMINATION

2.1 This Agreement shall commence on the Effective Date and shall remain in effect for sixty (60) months (the "Initial Term"). Each DS1 or DS3 High Capacity Digital Transport circuit ordered under this Agreement shall have a Circuit Service Term of sixty (60) months. The Circuit Service Term shall begin when service commences on that circuit and shall end sixty (60) months thereafter. Any circuit ordered after the Effective Date of this Agreement shall have a Circuit Service Term which extends beyond the Initial Term and shall continue to be governed by the terms and conditions of this Agreement until the end of its Circuit Service Term.

2.2 If Customer has not discontinued all of the Services provided pursuant to this Agreement prior to the end of the Initial Term, and if Customer does not notify Ameritech in writing prior to the expiration of the Initial Term that Customer intends to disconnect all of the Services effective as of the expiration of the Initial Term, then the Services shall convert on the expiration of the Initial Term to a month-to-month basis. The Monthly Charges during this month-to-month period will be those specified in the governing tariff which are applicable to the month-to-month term.

2.3 If either Party fails to perform any substantial and material term of this Agreement, the non-breaching Party shall be entitled to serve written notice of its intent to terminate (which notice shall include a reasonably detailed statement of the nature of such breach), upon the breaching party. If such material breach continues unremedied for thirty (30) days after actual receipt by the breaching party of such written notice (ten days in the case of non-payment), the non-breaching party may, by further written notice, either: (a) terminate an appropriate portion of its obligation under this Agreement, if such breach does not affect the entire Agreement, or (b) terminate the entire Agreement, if such breach substantially and materially affects the aggrieved party's rights under this Agreement and cannot be isolated to a portion of services rendered or purchased under this Agreement.

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3.0 RATES AND CHARGES

3.1 Customer shall pay the following Nonrecurring Charges and Monthly Charges for the Services as described in Section 1.0 :

DS 1 Pricing

	Monthly Charge	Non Recurring Charge
DS1 Local Distribution Channel		
DS1 Channel Mileage Termination (2 apply per circuit)	$19.84	
DS1 Channel Mileage (per mile)	$11.07	
DS1 Move Charge (must satisfy 12 month minimum)		$1,000.00
DS1 Clear Channel Capability		$280.00
DS1 Multiplexor Cross-Connect – Zones 1 & 2	$5.23	

1)Clear channel shall be provided on all new DS1 services at no additional charge.

2) A DS1 circuit may be moved from one location to another for a non-recurring charge of $1,000, provided that it has been installed and in service at the same location for a period of at least twelve (12) months prior to the move. If Customer moves the location of a DS1 circuit which has been installed and in service at the same location for a period of less twelve (12) months, Customer shall pay Ameritech a fee equal to twelve (12) months minus the months in service at the same location multiplied by the monthly rate for one (1) DS1 Local Distribution Channel shown in 3.1, above.

DS3 Pricing

	Monthly Charge	Non Recurring Charge
DS3 Local Distribution Channel / per LDC	$834.40	
DS3 Channel Mileage Termination (2 apply per circuit)		
DS3 Channel Mileage (per mile)		
DS1/3 Multiplexor per mux	$407.04	

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3.2 Monthly charges for each circuit shall commence as each circuit is installed and turned over to Customer. These rates shall not be subject to increases during the Initial Term of this Agreement.

3.3 **Volume Commitments.** Customer shall subscribe to the following minimum number of circuits in the time frame (dates expressed in relation to Effective Date) specified below:

Service	At Effective Date
DS1	1
DS3	1

For each month that Customer fails to subscribe to the required minimum number of circuits within the specified time period, Customer will be charged a fee equal to the difference between the required minimum number of circuits and the number of circuits actually in service, multiplied by the Monthly Charges for that type of circuit.

3.4 All payments hereunder shall be due within thirty (30) days from the date of the invoice. Late payments shall be assessed an additional charge of one and one-half percent (1.5%) per month or the highest amount allowed by law, whichever is lower.

3.5 In the event that Customer terminates a DS1 circuit or a DS3 circuit before the end of the Circuit Service Term, Customer shall immediately pay Ameritech a termination fee equal to 80% of the monthly charge for the circuit as set forth in Section 3.1 for each month remaining in the Circuit Service Term from the date of termination of that circuit.

3.6 Special Construction

Ameritech shall be entitled to assess special construction charges for any circuits ordered hereunder for which special construction charges would be appropriate under Ameritech's tariff.

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4.0 APPLICABLE TARIFF REGULATIONS

4.1 Ameritech's obligations to provide the Services under this Agreement is expressly contingent upon and subject to any required filing and approval by the Public Utilities commission of Ohio ("Commission").

4.2 In addition to the general regulations of Ameritech under the applicable tariffs which are applicable to communications services, the regulations of such tariffs apply to the Services provided hereunder, unless they are inconsistent with the terms of this Agreement. In the event of an inconsistency between the tariffs or service catalogs described above and the terms of this Agreement, the terms of this Agreement shall control.

4.3 Each reference to a tariff or service catalog provision in this Agreement shall be deemed to mean or include any and all similar tariff or service catalog provisions or other regulations changed or established from time to time in lieu of said tariff or service catalog provision during the term of this Agreement.

4.4 In the event the Commission suspends this Agreement or if performance under the Agreement is otherwise suspended by Commission order, the term of this Agreement and all schedules and time periods shall be extended by the same period.

5.0 SERVICE AND MAINTENANCE OBLIGATIONS

5.1 Ameritech represents to Customer that the Services provided pursuant to this Agreement will operate substantially and materially in accordance with the manufacturers' specifications and those set forth in this Agreement during the Term of this Agreement.

5.2 If, under normal and proper use, the Services provided pursuant to this Agreement fails to perform substantially as specified above, and Customer notifies Ameritech within the Term of this Agreement, Ameritech shall correct such service degradation or failures without charge to Customer in accordance with the provisions herein. Customer may report service and feature problems seven (7) days per week and twenty-four (24) hours per day.

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5.3 Ameritech's repair obligation does not include damage, defects, malfunctions, service degradation 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 or its side of the NETPOP so as to enable Ameritech to perform maintenance or repair work.

5.4 In the event of a service interruption, a credit allowance shall be made for the affected portion of the Service to the extent specified in the applicable tariff for the Service. No other liability shall attach to Ameritech as a result of such interruption to the Service.

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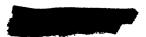
6.1 THE FOREGOING MAINTENANCE AND REPAIR OBLIGATION IS CUSTOMER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE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

6.2 No liability shall in any case attach to Ameritech for any indirect, incidental, or consequential damages, including lost profits, sustained or incurred in connection with this Agreement or with the performance or nonperformance of the Services provided hereunder regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages are foreseeable.

6.3 As noted above, Customer's remedies against Ameritech for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising out of any act or omission in performance of this Agreement, whether in contract or tort, shall be limited to a credit for the actual cost of the Services or functions not performed or improperly performed.
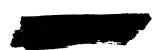
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7.0 INDEMNIFICATION

7.1 To the extent not prohibited by law, each Party shall defend, indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability arising out of willful misconduct by the Indemnifying Party, its agents or contractors, in connection with the Indemnifying Party's provision of services and/or functions under this Agreement. The Indemnified Party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demand for which the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.

7.2 Customer shall defend, indemnify and hold harmless Ameritech, its corporate affiliates, and their officers, employees and agents from and against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof, against claims for infringement of patents arising from, combining with or using in connection with facilities furnished by Ameritech, apparatus and system of Customer, and against all other claims arising out of any act or omission of Customer in connection with the facilities provided by Ameritech. Customer's obligation to indemnify Ameritech shall be limited as provided by Ohio law including, but not limited to any applicable provisions of Ohio Constitution, and the Ohio Revised Code Chapter 27.43.

7.3 The Indemnifying Party agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability including reasonable attorney fees. The Indemnifying Party shall not be liable for settlements by the Indemnified Party unless the Indemnifying Party has approved such settlements in advance and agrees to be bound by the agreement incorporating such settlements.

7.4 The provisions of this Section shall survive the termination of this Agreement.

8.0 MISCELLANEOUS

8.1 Compliance. Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

8.2 Excused Performance. Ameritech shall not be liable in any way for any delay or any failure of performance of the Services provided hereunder or for any loss or damage, due to any of the following:

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(a) Any causes beyond Ameritech's control including, but not limited to, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, or terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.

(b) Any wrongful or negligent act or omission of the Customer or its employees and agents; or

(c) Customer's failure to provide access to Customer's premises as reasonably requested by Ameritech.

8.3 **Severability.** If any provision of this Agreement is 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 as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

8.4 **Confidentiality.** Each party shall protect the confidentiality of information provided by the other Party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purposes of this Agreement and shall not disclose it to anyone except to its employees who have a need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public information through no breach of this Agreement, is received from a third party free to disclose it, is independently developed by the receiving party or is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

8.5 **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio, except those provisions relating to conflict of laws.

8.6 **Taxes.** The charges under this Agreement do not include any sales, use, excise transaction of other similar taxes levied against or upon the receipt of services or goods pursuant to this Agreement. Customer shall be responsible for all such taxes and, if such taxes are applicable, they shall be separately stated on the invoice to Customer.

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8.7 **Assignment**. Neither Ameritech nor Customer may assign this Agreement to a third party without the prior written consent of the other. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. Any assignment made in violation of this Section shall be considered *void ab initio*.

8.8 **Non-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 continuing or future waiver of such term, condition, right or privilege.

8.9 **Notices**. Notices given by one Party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

To Customer:

▆▆▆▆▆▆▆▆▆▆▆

To Ameritech:

Ameritech
225 West Randolph
Room 9C
Chicago, IL 60606
Attn: Director of Contracts

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three (3) days after mailing in the case of first class or certified U.S. mail.

8.10 **Telecommunications Act Disclaimer** - This Agreement is not intended to be, and should not be construed to be, an interconnection agreement or other agreement under the Telecommunications Act of 1996. If it is determined to be an interconnection agreement or other agreement subject to approval under the Telecommunications Act of 1996, then both Parties

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8.12 **Publicity** Except as otherwise provided in this Agreement, 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.

8.13 **Survival of Obligations** The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

8.14 **Entire Agreement** The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by both Parties.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed as of this the date stated on the first page of this Agreement.

Ameritech Business Communications Services,
a division of SBC Global Services, Inc.
(formerly Ameritech Information
Systems, Inc.) on behalf of The Ohio Bell
Telephone Company

By: _____

Printed: _____

Title _____

1) Rule 09/27/00