

# Vorys, Sater, Seymour and Pease LLP

52 East Gay Street • Post Office Box 1008 • Columbus, Ohio 43216-1008 • Telephone (614) 464-6400 • Facsimile (614) 464-6350 • Cable VORYSATER

Arthur I. Vorys  
1856-1933  
Lowry F. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

In Washington  
1828 L Street, NW  
Eleventh Floor  
Washington, D.C. 20036-5109  
Telephone (202) 467-8800  
Facsimile (202) 467-8900

In Cleveland  
2100 One Cleveland Center  
1375 East Ninth Street  
Cleveland, Ohio 44114-1724  
Telephone (216) 479-6100  
Facsimile (216) 479-6060

In Cincinnati  
Suite 2100 • Atrium Two  
221 East Fourth Street  
Post Office Box 0236  
Cincinnati, Ohio 45201-0236  
Telephone (513) 723-4000  
Facsimile (513) 723-4056

In Alexandria  
277 South Washington Street  
Suite 310  
Alexandria, Virginia 22314  
Telephone (703) 549-4282  
Facsimile (703) 549-4492

Stephen M. Howard  
Direct Dial (614) 464-5401  
Facsimile (614) 719-4772  
E-Mail - smhoward@vsssp.com

November 15, 1999

Mr. Gary E. Vigorito  
Secretary  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

Re: Case No. 99-1487-TP-ACO  
Buckeye TeleSystem, Inc.  
Approval of Eleven (11) Contracts.

Dear Mr. Vigorito:

Please find enclosed a completed "845" Registration Form and seven (7) copies of Contracts between Buckeye TeleSystem, Inc. and eleven (11) Customers. Pursuant to the Commission's policy, we have redacted the name, address and any other information which might identify the customers.

We would ask that the Commission approve these on an automatic basis on December 16, 1999.

If you have any questions, please feel free to call me.

Very truly yours,



Stephen M. Howard

JAB/drh  
Enclosures

cc: Ohio Consumers' Counsel  
Thomas K. Dawson

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 Anna M. Hux Date Processed Nov. 16, 1999

PUBLIC UTILITIES COMMISSION OF OHIO

LOCAL EXCHANGE CARRIER  
REGISTRATION FORM  
EFFECTIVE: July 15, 1997

In the Matter of Buckeye TeleSystem, Inc.  
to approve contracts with various customers.

)  
) Case No. 99-1487 - TP-AEC  
)

Name of Registrant(s) Buckeye TeleSystem, Inc.  
Address of Registrant(s) 5566 Southwyck Blvd., Toledo, Ohio 43614  
Contact Person(s) Thomas K. Dawson (Phone 419-866-5802 Fax 419-866-7074)  
Date November 12, 1999 TRF Docket No. 90 - 9037 - TP-TRF  
Motion for protective order included with filing? ☐ Yes, ☒ No  
Request for waiver(s) included with filing? ☐ Yes, ☒ No

Note: This form must accompany all applications filed by NEC's. ILECs should utilize the appropriate form based on each ILEC's currently applicable regulatory framework. However, an ILEC must use this form if it has been granted tariff filing parity pursuant to Section V.I.L. of the guidelines established in Case No. 95-845-TP-COI, or if the ILEC is filing an ARB or NAG Case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable not to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

I. Indicate the reason for submitting this form (CHECK ONLY ONE):

- ☐ 1. (AAC) Application to Amend Certificate to expand Serving Area (30-day approval, 7 copies)
- ☐ 2. (ABN) Abandonment of all Service (NOT automatic, 10 copies)
- ☐ 3. (ACE) New Operating Authority (60-day approval, 7 copies)
- ☐ 4. (ACO) Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5. (ACN) Application to Change Name (30-day approval, 10 copies)
- ☒ 6. (AEC) Application to Establish, Revise, or Cancel a Contract (30-day approval, 7 copies)  
☒ End User ☐ Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case
- ☐ 7. (AMT) Merger (NOT automatic, 10 copies)
- ☐ 8. (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 15 copies)
- ☐ 9. (ATA) Application for Tariff Amendment (Automatic timeframes vary with type of ATA filing-see below)
  - a. ☐ New End User Service which has been preceded by a 30-day pre-filing with Staff and OCC (0-day filing, 10 copies)
  - b. ☐ New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff and OCC (0-day filing, 10 copies)
  - c. ☐ Change in Terms and Conditions (30-day approval, 10 copies)
  - d. ☐ Withdrawal of Service (30-day approval, 10 copies)
  - e. ☐ Filing at Staff's Direction (30-day approval, 10 copies)
  - f. ☐ Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
- ☐ 10. (ATC) Application to Transfer Certificate (NOT automatic, 7 copies)
- ☐ 11. (ATR) Application to Conduct a Transaction Between Utilities (NOT automatic, 10 copies)
- ☐ 12. (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 15 copies)
- ☐ 13. (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 14. Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 15. Introduction or Extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service
- ☐ 17. Designation of Registrant's Process Agent(s)
- ☐ 18. Update to Registrant's Maps

II Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:

- ☐ A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based) (3)
- ☐ Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. (3)
- ☐ List of names, addresses, and phone numbers of officers and directors, or partners. (3-4,7,10)
- ☐ Brief description of service(s) proposed (3)
- ☐ Explanation of whether applicant intends to provide ☐ resold services, ☐ facilities-based services, or ☐ both resold and facilities-based services. (3)
- ☐ Explanation as to whether NEC currently offers IXC services under separate CTS authority, and whether it will be including those services within its NEC filing, or maintaining such IXC services under a separate affiliate. (3)
- ☐ Explanation of how the proposed services in the proposed market area are in the public interest. (3)
- ☐ Description of the proposed market area. (3)
- ☐ Description of the class of customers (e.g., residence, business) that the applicant intends to serve. (3)
- ☐ Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate (3)
- ☐ Documentation attesting to the applicant's technical expertise relative to the proposed service offering(s) and proposed service area (3)
- ☐ Explanation of the applicant's managerial expertise relative to the proposed service offering(s) and proposed service area (3)
- ☐ Documentation indicating the applicant's corporate structure and ownership. (3)
- ☐ Information regarding any similar operations in other states. (3)
- ☐ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the USOA. (3)
- ☐ Verification of compliance with any affiliate transaction requirements. (3)
- ☐ Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users. (3,8,10)
- ☐ Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A. (1-2,4,6,8-10,12-15)
- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1-2,4,6,8-10,12-15)
- ☐ Specify which notice procedure has been utilized: ☐ real time; or ☐ newspaper. NOTE: Price list increases must be within an approved range of rates. (8-9,15)
- ☐ Copy of real time or newspaper notice which is to be provided to customers. (2,4,6,9c-f,10,15)
- ☐ Copy of customer education and information material for new residential services. (8)
- ☐ Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is ☐ business; ☐ residence; ☐ or both. Also indicate whether it is a ☐ switched ☐ or dedicated service. Include this information in either the cover letter or Exhibit C. (1-2,4,6,9-10,12-15)
- ☐ Explanation as to which service areas company currently has an approved interconnection or resale agreement (1,3,9)
- ☐ Explanations as to whether rates are derived through (check all applicable): ☐ interconnection agreement, ☐ retail tariffs, or ☐ resale tariffs. (3)
- ☐ List of Ohio counties or exchanges the applicant intends to serve within 24 months of obtaining authorization. (1,3)
- ☐ List of Ohio counties specifically involved or affected (2,4,6,9-10,12)
- ☐ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.) 3,4,6,9c-f,10) In transfer of certificate cases, the transferee's good standing must be established.
- ☐ Maps depicting the proposed serving and calling areas of the applicant. (1,3,7,10)
  - ☐ If Mirroring ILEC exchanges for both serving area and local calling areas: • *Serving area* must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular ILEC/NEC territory, and listing the involved counties. • *Local calling areas* must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.
  - ☐ If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchanges(s): • *Serving Area* must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved counties. • *Local Calling Areas* must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
- ☐ Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

Mandatory requirements for all basic local exchange providers:

- ☒ Sales tax
- ☒ Deposits
- ☒ Disconnection of Service
- ☒ 1+

Service requirements for a NEC's provision of certain services (check all applicable):

- ☒ Discounts for Persons with Communication Disabilities and the Telecommunications Relay Service
- ☒ Emergency Services Calling Plan
- ☒ Alternative Operator Service (AOS) requirements
- ☒ Limitation of Liability Language
- ☒ Termination Liability Language
- ☒ Service Connection Assistance (SCA) and Telephone Service Assistance (TSA)
- ☒ Resale of Service [Required for facilities-based NECs]
- ☒ Local Number Portability [Required for facilities-based]

IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the applicant:

Joseph D. Jensen	Thomas K. Dawson	Fritz Byers, Secretary
President	Vice President	Spitzer Bldg, Suite 824
5566 Southwyck Blvd.	5566 Southwyck Blvd.	520 Madison Ave.
Toledo, OH 43614	Toledo, OH 43614	Toledo, OH 43604

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individuals(s) identified in this Section unless another address or individual is so indicated.

v. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Thomas K. Dawson, Vice President
5566 Southwyck Boulevard, Toledo, Ohio 43614 (419) 866-5802

#### VERIFICATION

I, Thomas K. Dawson, Vice President, verify that I have utilized, verbatim, the Commission's Local Exchange carrier Registration Form effective July 15, 1997 and that all of the information submitted here, and all additional information submitted in connection with this case is true and correct to the best of my knowledge.

  
(signature)

November 12, 1999  
(date)

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

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

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

Tom Dawson



TELECOMMUNICATIONS SERVICE AGREEMENT

Date 10/1/99  
Customer Information

Customer _____	Bill Name _____
Svc. Address _____	Sec. Bill Name _____
Floor _____	Billing Add/St. _____
City/State _____	Flr./Rm. _____
Zip _____	City/State _____
	Zip _____
Customer Contact _____	Billing Contact _____
Contact Tel. # _____	Telephone # _____
Customer Contact _____	Bill Contact _____
Contact Tel. # _____	Telephone # _____

Tax exempt \_\_\_\_\_ (letter on file)  
Non-Exempt X

Service Pricing

Telecommunication Services	36 Month Unit	Qty	36 month
Business Line / Message*	\$19.50	3	\$58.50
Voice Mail Box	\$10.00	1	\$10.00
Message rate is billed at \$0.07 per call			
Intralata toll is billed at \$0.10 per min.			\$68.50
Monthly Total			
Non-Recurring Charges			Waived

Reflect the Term Plan Line Above 36 Months

This quote was generated on 10/1/99 and is valid for 30 days.  
Future LEC tariff changes may impact this quotation.  
Signature by both parties on this document constitutes a service order in accordance with the Terms and Conditions included on Page 2

Signatures

Authorized Customer Representative

Title

Date

Authorized Buckeye TeleSystem Inc., Representative

President

Title

Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Switched Services Terms and Conditions

This Agreement represents the sole terms and conditions under which Buckeye TeleSystem, Inc., hereinafter known as "Company," agrees to provide services described herein above ("Service") to hereinafter known as "Customer," and each of the parties, intending to be legally bound, agree as follows:

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.

**Equipment/Installation/Interconnection:** The Company shall use reasonable efforts to make available services to a Customer, on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer. The Company shall use reasonable efforts to maintain facilities to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

**Space/Access:** Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

**Credit Approval:** This agreement is subject to customer credit approval by Company at which time an advance payment and/or deposit may be required as permitted in PUCO Tariff No.2.

**Liability of the Company:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes are due within 30 days of receipt. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Transfer and Assignments:** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) pursuant to any financing, merger, or reorganization of the Company.

**Cancellation of Service by the Customer:** If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Notice:** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio.

**Warranty:** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties original intent.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Special Provisions:** Buckeye TeleSystem's responsibility is to provide voice, data and video services to Customer per its tariff rates and charges within its standard interval of installation in accordance with Page 1.

This information contained herein is confidential and proprietary and should not be disclosed.

Tom Dawson



TELECOMMUNICATIONS SERVICE AGREEMENT

Date 10/28/99  
Customer Information

Customer  
Svc. Address  
Floor  
City/State  
Zip  
  
Customer Contact  
Contact Tel. #  
  
Customer Contact  
Contact Tel. #

Bill Name  
Sec. Bill Name  
Billing Add/St.  
Flr./Rm.  
City/State  
Zip

Billing Contact  
Telephone #  
  
Bill Contact  
Telephone #

Tax exempt (letter on file)  
Non-Exempt ☒

Service Pricing

Telecommunication Services	36 Month Unit	Qty	36 month
Business Lines / Message*	\$19.50	4	\$78.00
*Message rate is billed at \$0.07 per call			
Intralata rate is billed at \$0.10 per min.			
Monthly Total			\$78.00

Non-Recurring Charges		Waived
-----------------------	--	--------

Reflect the Term Plan Line Above 36 Months

*Services to be at Suite 246*

This quote was generated on 10/28/99 and is valid for 30 days.  
Future LEC tariff changes may impact this quotation.  
Signature by both parties on this document constitutes a service  
agreement in accordance with the Terms and Conditions included  
on Page 2.

Signatures

Authorized Customer Representative

Authorized Buckeye TeleSystem, Inc., Representative

Title

Date

Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Switched Services Terms and Conditions

This Agreement represents the sole terms and conditions under which Buckeye TeleSystem, Inc., hereinafter known as "Company," agrees to provide services described herein above ("Service") to hereinafter known as "Customer," and each of the parties, intending to be legally bound, agree as follows:

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.

**Equipment/Installation/Interconnection:** The Company shall use reasonable efforts to make available services to a Customer, on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer. The Company shall use reasonable efforts to maintain facilities to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

**Space/Access:** Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

**Credit Approval:** This agreement is subject to customer credit approval by Company at which time an advance payment and/or deposit may be required as permitted in PUCO Tariff No.2.

**Liability of the Company:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes are due within 30 days of receipt. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Transfer and Assignments:** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) pursuant to any financing, merger, or reorganization of the Company.

**Cancellation of Service by the Customer:** If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Notice:** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio.

**Warranty:** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties original intent.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Special Provisions:** Buckeye TeleSystem's responsibility is to provide voice, data and video services to Customer per its tariff rates and charges within its standard interval of installation in accordance with Page 1.

This information contained herein is confidential and proprietary and should not be disclosed.



Tom Dawson



TELECOMMUNICATIONS SERVICE AGREEMENT

Date 9/28/99  
Customer Information

Customer _____	Bill Name _____
Svc. Address _____	Sec. Bill Name _____
Floor _____	Billing Add/St. _____
City/State _____	Fir./Rm. _____
Zip _____	City/State _____
	Zip _____
Customer Contact _____	Billing Contact _____
Contact Tel. # _____	Telephone # _____
Customer Contact _____	Bill Contact _____
Contact Tel. # _____	Telephone # _____
	Tax exempt _____ (letter on file)
	Non-Exempt <u>X</u>

Service Pricing

Telecommunication Services	36 Month Unit	Qty	36 month
Business Lines/Message*	\$19.50	16	\$312.00
Message rate is billed at \$0.07 per call			
Intralata toll is billed at \$0.10 per min.			
Monthly Total			\$312.00
Non-Recurring Charges			Waived

This is a 36 month contract.

This quote was generated on 9/28/99 and is valid for 30 days.  
Future LEC tariff changes may impact this quotation.  
Signature by both parties on this document constitutes a service order in accordance with the Terms and Conditions included on Page 2.

Signatures/

Authorized Customer Representative

Title

Date

Authorized Buckeye TeleSystem, Inc., Representative

Title

Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Switched Services Terms and Conditions

This Agreement represents the sole terms and conditions under which Buckeye TeleSystem, Inc., hereinafter known as "Company," agrees to provide services described herein above ("Service") to \_\_\_\_\_, hereinafter known as "Customer," and each of the parties, intending to be legally bound, agree as follows:

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.

**Equipment/Installation/Interconnection:** The Company shall use reasonable efforts to make available services to a Customer, on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariff. The Company does not guarantee availability by any such date and shall not be able for any delays in commencing service to any customer. The Company shall use reasonable efforts to maintain facilities to the Customer. The Customer may not, or may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not hereby alter the technical parameters of the service provided the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

**Space/Access:** Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

**Credit Approval:** This agreement is subject to customer credit approval by Company at which time an advance payment and/or deposit may be required as permitted in PUCO Tariff No.2.

**Liability of the Company:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes are due within 30 days of receipt. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Transfer and Assignments:** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) pursuant to any financing, merger, or reorganization of the Company.

**Cancellation of Service by the Customer:** If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Notice:** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio.

**Warranty:** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties original intent.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Special Provisions:** Buckeye TeleSystem's responsibility is to provide voice, data and video services to Customer per its tariff rates and charges within its standard interval of installation in accordance with Page 1.

This information contained herein is confidential and proprietary and should not be disclosed.



BUCKEYE  
TELESYSTEM™

## TELECOMMUNICATIONS SERVICE AGREEMENT

Date 10/25/99

**Customer Information**

Customer	_____	Bill Name	_____
Svc. Address	_____	Sec. Bill Name	_____
Floor	_____		
City/State	_____	Billing Add/St.	_____
Zip	_____	City/State	_____
		Zip	_____
Customer Contact	_____	Billing Contact	_____
Contact Tel. #	_____	Telephone #	_____
Customer Contact	_____	Bill Contact	_____
Contact Tel. #	_____	Telephone #	_____
		Tax exempt	_____ (letter on file)
		Non-Exempt	_____

## Service Pricing

[illegible]

Non-Recurring Charges				Waived
-----------------------	--	--	--	--------

**This is a 36 month contract.**

This quote was generated on 10/25/99 and is valid for 30 days.

Future LEC tariff changes may impact this quotation.

Signature by both parties on this document constitutes a service order in accordance with the Terms and Conditions included on Page 2.

### Signatures

**Authorized Customer Representative**

Authorized Buckeye TeleSystem, Inc., Representative

Title \_\_\_\_\_  
Date 11/3/99

14/5/94 Title  
Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Switched Services Terms and Conditions

This Agreement represents the sole terms and conditions under which Buckeye TeleSystem, Inc., hereinafter known as "Company," agrees to provide services described herein above ("Service") to hereinafter known as "Customer," and each of the parties, intending to be legally bound, agree as follows:

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.

Equipment/Installation/Interconnection: The Company shall use reasonable efforts to make available services to a Customer, on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer. The Company shall use reasonable efforts to maintain facilities to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not hereby alter the technical parameters of the service provided the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

Space/Access: Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

Credit Approval: This agreement is subject to customer credit approval by Company at which time an advance payment and/or deposit may be required as permitted in UCO Tariff No.2.

Liability of the Company: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes are due within 30 days of receipt. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Transfer and Assignments: Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) pursuant to any financing, merger, or reorganization of the Company.

Cancellation of Service by the Customer: If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms.

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Notice: The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio.

Warranty: Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Special Provisions: Buckeye TeleSystem's responsibility is to provide voice, data and video services to Customer per its tariff rates and charges within its standard interval of installation in accordance with Page 1.

This information contained herein is confidential and proprietary and should not be disclosed.

Tom Dawson



10-25-99

As an addendum to the Switch Services Contract with Buckeye TeleSystem, dated 7/30/99, Buckeye TeleSystem will provide 2 DID Analog Trunks Message Rate on a 36 month term billing:

Qty	Service	Unit Rate	Total
2	DID Analog Trunks/message rate	\$25.00 each	\$50.00

\*Message rate is billed at:  
\$0.07 per call

IntraLata Usage is billed at \$0.10 per minute

\_\_\_\_\_  
Authorized Customer Signature

\_\_\_\_\_  
Title

11/9/99  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Buckeye TeleSystem Representative

\_\_\_\_\_  
Title

11/9/99  
\_\_\_\_\_  
Date

To M Dunsen



TELECOMMUNICATIONS SERVICE AGREEMENT

g PL  
Date 7/29/99  
Customer Information

Customer	_____	Bill Name	_____
Svc. Address	_____	Sec. Bill Name	_____
Floor	_____	Billing Add/St.	_____
City/State	_____	Fl./Rm.	_____
Zip	_____	City/State	_____
		Zip	_____
Customer Contact	_____	Billing Contact	_____
Contact Tel. #	_____	Telephone #	_____
Customer Contact	_____	Bill Contact	_____
Contact Tel. #	_____	Telephone #	_____

Tax exempt \_\_\_\_\_ (letter on file)  
Non-Exempt X

Service Pricing

Telecommunication Services			36 Month Unit	60 Month Unit	Qty			36 month	60 month
Business Lines/Measured *			\$19.50	\$19.00	24			\$468.00	\$456.00
Long Distance Toll billed at \$.06 per minute billed with 6 sec. minimum plus 1 second each additional second.									
*Measured Rate usage at \$.04 1st min./\$.01 per min. ea. Add'l min. billed at 6 sec. Minimum/ 1 sec. each add'l.									
Monthly Total								\$468.00	\$456.00

Non-Recurring Charges								Waived	Waived
-----------------------	--	--	--	--	--	--	--	--------	--------

Reflect the Term Plan Line Above ☒ 36 Months  
☐ 60 Months

7/29/99  
This quote was generated on 7/29/99 and is valid for 30 days.  
Future LEC tariff changes may impact this quotation.  
Signature by both parties on this document constitutes a service order in accordance with the Terms and Conditions included on Page 2.

Signatures

Authorized Customer Representative

Title \_\_\_\_\_  
Date 7/30/99

Authorized Buckeye TeleSystem, Inc., Representative

Title \_\_\_\_\_  
Date 11/8/99

#### Switched Services Terms and Conditions

This Agreement represents the sole terms and conditions under which Buckeye TeleSystem, Inc., hereinafter known as "Company," agrees to provide services described herein above ("Service") to hereinafter known as "Customer," and each of the parties, intending to be legally bound, agree as follows:

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.

**Equipment/Installation/Interconnection:** The Company shall use reasonable efforts to make available services to a Customer, on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer. The Company shall use reasonable efforts to maintain facilities to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

**Space/Access:** Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

**Credit Approval:** This agreement is subject to customer credit approval by Company at which time an advance payment and/or deposit may be required as permitted in PUCO Tariff No.2.

**Liability of the Company:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality; any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes are due within 30 days of receipt. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Transfer and Assignments:** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) pursuant to any financing, merger, or reorganization of the Company.

**Cancellation of Service by the Customer:** If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Notice:** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio.

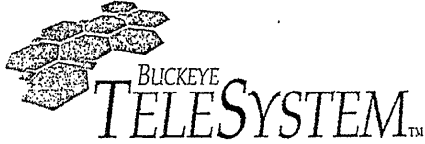
**Warranty:** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties original intent.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Special Provisions:** Buckeye TeleSystem's responsibility is to provide voice, data and video services to Customer per its tariff rates and charges within its standard interval of installation in accordance with Page 1.

This information contained herein is confidential and proprietary and should not be disclosed.



July 16, 1999

Addendum to Telecommunications Service Agreement

Right to Terminate after One Year

Buckeye TeleSystem is entering into contract to act as a telecommunication services provider with \_\_\_\_\_ Buckeye TeleSystem and \_\_\_\_\_ will, after one year following the signing of the Telecommunications Service Agreement, have the option to terminate the Telecommunications Service Agreement and/or renegotiate the contract should Buckeye TeleSystem be unable to deliver fiber optic based telephony services, for any reason, to customers in the \_\_\_\_\_ area.

By: \_\_\_\_\_

By: Buckeye TeleSystem, Inc.

signed \_\_\_\_\_

signed \_\_\_\_\_

name \_\_\_\_\_

name \_\_\_\_\_

title \_\_\_\_\_

title \_\_\_\_\_

date \_\_\_\_\_

date \_\_\_\_\_

7/30/99

11/4/99



Tom Dawson



TELECOMMUNICATIONS SERVICE AGREEMENT

Date 10/27/99  
Customer Information

Customer _____	Bill Name _____
Svc. Address _____	Sec. Bill Name _____
Floor _____	Billing Add/St. _____
City/State _____	Flr./Rm. _____
Zip _____	City/State _____
	Zip _____
Customer Contact _____	Billing Contact _____
Contact Tel. # _____	Telephone # _____
Customer Contact _____	Bill Contact _____
Contact Tel. # _____	Telephone # _____

Tax exempt \_\_\_\_\_ (letter on file)  
Non-Exempt   x  

Service Pricing

Telecommunication Services				60 Month Unit	Qty				60 month
ISDN PRI DATA-MESURED RATE				\$421.02	1				\$421.02
Monthly Total									\$421.02

Non-Recurring Charges									
-----------------------	--	--	--	--	--	--	--	--	--

Reflect the Term Plan Line Above   X   60 Months  
\*measured Day Rate ( 8am-9pm) is billed at \$0.04 initial min. & \$0.01 each add'l min.  
\*measured Night Rate ( 9pm-8am) is billed at \$0.02 initial min. & \$0.01 each add'l min.

This quote was generated on 10/27/99 and is valid for 30 days.  
Future LEC tariff changes may impact this quotation.  
Signature by both parties on this document constitutes a service order in accordance with the Terms and Conditions included on Page 2.

Signatures \_\_\_\_\_

Authorized Customer Representative

Title \_\_\_\_\_

Date \_\_\_\_\_

Authorized Buckeye TeleSystem, Inc., Representative

Title \_\_\_\_\_

Date 11/5/99

The information contained herein is confidential and proprietary and should not be disclosed.

#### Switched Services Terms and Conditions

This Agreement represents the sole terms and conditions under which Buckeye TeleSystem, Inc., hereinafter known as "Company," agrees to provide services described herein above ("Service") to hereinafter known as "Customer," and each of the parties, intending to be legally bound, agree as follows:

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.

Equipment/Installation/Interconnection: The Company shall use reasonable efforts to make available services to a Customer, on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer. The Company shall use reasonable efforts to maintain facilities to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

Space/Access: Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

Credit Approval: This agreement is subject to customer credit approval by Company at which time an advance payment and/or deposit may be required as permitted in PUCO Tariff No.2.

Liability of the Company: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes are due within 30 days of receipt. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Transfer and Assignments: Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) pursuant to any financing, merger, or reorganization of the Company.

Cancellation of Service by the Customer: If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms.

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Notice: The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio.

Warranty: Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Special Provisions: Buckeye TeleSystem's responsibility is to provide voice, data and video services to Customer per its tariff rates and charges within its standard interval of installation in accordance with Page 1.

This information contained herein is confidential and proprietary and should not be disclosed.

Tom Dawson



TELECOMMUNICATIONS SERVICE AGREEMENT

Date 11/3/99

Customer Information

Customer	_____	Bill Name	_____
Svc. Address	_____	Sec. Bill Name	_____
Floor	_____	Billing Add/St.	_____
City/State	_____	Fir./Rm.	_____
Zip	_____	City/State	_____
		Zip	_____
Customer Contact	_____	Billing Contact	_____
Contact Tel. #	_____	Telephone #	_____
Customer Contact	_____	Bill Contact	_____
Contact Tel. #	_____	Telephone #	_____
		Tax exempt	_____ (letter on file)
		Non-Exempt	<u>X</u>

Service Pricing

Telecommunication Services	36 Month Unit	Qty	36 month
Business Lines / Message*	\$13.20	5	\$66.00
Maxlink	\$216.00	1	\$216.00
512K Frame Relay Port	\$226.80	1	\$226.80
*Message rate is billed at \$0.07 per call			
Intralata rate is billed at \$0.10 per min.			
Monthly Total			\$508.80

Non-Recurring Charges	Waived
-----------------------	--------

This is a 36 month contract.

This quote was generated on 11/3/99 and is valid for 30 days.  
Future LEC tariff changes may impact this quotation.  
Signature by both parties on this document constitutes a service order in accordance with the Terms and Conditions included on Page 2.

Signatures

Authorized Customer Representative

Title \_\_\_\_\_  
Date \_\_\_\_\_

Authorized Buckeye TeleSystem, Inc., Representative

Title \_\_\_\_\_  
Date 11/11/99

The information contained herein is confidential and proprietary and should not be disclosed.

Tom Dawson



TELECOMMUNICATIONS SERVICE AGREEMENT

Date 11/3/99  
Customer Information

Customer	_____	Bill Name	_____
Svc. Address	_____	Sec. Bill Name	_____
Floor	_____	Billing Add/St.	_____
City/State	_____	Flr./Rm.	_____
Zip	_____	City/State	_____
		Zip	_____
Customer Contact	_____	Billing Contact	_____
Contact Tel. #	_____	Telephone #	_____
Customer Contact	_____	Bill Contact	_____
Contact Tel. #	_____	Telephone #	_____
		Tax exempt	_____ (letter on file)
		Non-Exempt	<u>X</u>

Service Pricing

Telecommunication Services	Monthly Unit				Qty	Month to Month			
Leased Copper Facility	\$597.84				1	\$597.84			
Monthly Total						\$597.84			

Non-Recurring Charges	Waived			
-----------------------	--------	--	--	--

This a month-to-month contract.

This quote was generated on 11/3/99 and is valid for 30 days.  
Future LEC tariff changes may impact this quotation.  
Signature by both parties on this document constitutes a service order in accordance with the Terms and Conditions included on Page 2.

Signatures	
Authorized Customer Representative	Authorized Buckeye TeleSystem, Inc., Representative
Title	Title
11-3-99	11/11/99
Date	Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Switched Services Terms and Conditions

This Agreement represents the sole terms and conditions under which Buckeye TeleSystem, Inc., hereinafter known as "Company," agrees to provide services described herein above ("Service") to after known as "Customer," and each of the parties, intending to be legally bound, agree as follows:

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.

**Equipment/Installation/Interconnection:** The Company shall use reasonable efforts to make available services to a Customer, on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer. The Company shall use reasonable efforts to maintain facilities to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not hereby alter the technical parameters of the service provided the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

**Space/Access:** Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

**Credit Approval:** This agreement is subject to customer credit approval by Company at which time an advance payment and/or deposit may be required as permitted in PUCO Tariff No.2.

**Liability of the Company:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes are due within 30 days of receipt. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Transfer and Assignments:** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) pursuant to any financing, merger, or reorganization of the Company.

**Cancellation of Service by the Customer:** If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Notice:** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio.

**Warranty:** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties original intent.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Special Provisions:** Buckeye TeleSystem's responsibility is to provide voice, data and video services to Customer per its tariff rates and charges within its standard interval of installation in accordance with Page 1.

This information contained herein is confidential and proprietary and should not be disclosed.

Tam Dawson

## CONNECTIVITY ORDER FORM



PRICE QUOTE DATE - 11/2/99

Prices quoted herein are guaranteed for 30 days from PRICE QUOTE DATE.

**BILL TO CUSTOMER AS FOLLOWS:**

COMPANY NAME:

CONTACT NAME:

ADDRESS:

CITY, STATE, ZIP:

PHONE #:

FAX #: ( ) - \_\_\_\_\_

**TECHNICAL CONTACT:**

NAME: SAME

PHONE #: ( ) - \_\_\_\_\_

FAX #: ( ) - \_\_\_\_\_

**This contract replaces existing contract signed between parties.  
Select the Terms of Frame Relay Service Requested**

12 Months	512K \$975/month
36 Months	X 512K \$512/month

Installation/N.O.C. Electronics:

Waived

On-Site Technician Time (including travel):

\$100/hour



Network Service Agreement

This agreement is made the 5<sup>th</sup> day of November 1999

BETWEEN:

Buckeye TeleSystem, Inc. (d/b/a/ Buckeye TeleSystem), a company registered in Ohio with the Public Utilities Commission and whose registered office is 5566 Southwyck Boulevard, Toledo, Ohio 43614 (hereinafter known as "Buckeye"), and \_\_\_\_\_, (hereinafter known as "Customer").

WHEREAS

Buckeye wishes to provide such telecommunications services to the Customer subject to the terms and conditions of this agreement.

NOW IT IS AGREED AS FOLLOWS:

1. **THE SERVICES**  
In accordance with the provisions of this Agreement, Buckeye shall provide the Service specified in Schedule 1, to the Customer Sites specified in Schedule 2, to meet the Service Levels for the duration of the Agreement pursuant to the applicable tariff.
2. **AGREEMENT TERM AND TERMINATION**  
Customer agrees to purchase the Service for an initial term of three (3) years (subsequently referred to as the "Minimum Period"). This agreement shall come into force on the date hereof and shall, subject to the terms hereof, continue in force unless either party gives the other not less than three (3) months prior written notice expiring at the end of the Minimum Period or at any time thereafter.
3. **CHARGES AND PAYMENTS**
  - A) Customer shall pay to Buckeye the Installation Charges and Monthly Recurring Charges, and any other charges due under the Agreement in accordance with Schedule 3. Installation Charges for Service to each Site shall be due on the date on which Buckeye is ready to begin to provide the Service as specified in Schedule 1. Monthly Recurring Charges shall be payable in advance and the first installment shall be due on the date the site is ready for service and subsequently at the beginning of each Billing Period. Rates and charges may be adjusted periodically to reflect changes in Buckeye's filed tariff. Upon completion of the Minimum Period, Buckeye may adjust rates and charges with 90 days' written notice to Customer.
  - B) All sums due to Buckeye under this Agreement shall be payable by the Customer on or before the 27<sup>th</sup> day of the month in which the statement is dated. Invoices will be dated on the 8<sup>th</sup> day of each month. Payment shall be made by the Customer in full; amounts remaining unpaid after the payment is due will be assessed a late-payment charge as stated in the applicable tariff.
4. **LEVEL OF SERVICE**  
Buckeye will endeavor to provide the Service as specified in Schedule 1 on a 24-hour-per-day, 7-day-per-week basis. Customer shall be entitled to Service Credits in respect of failure by Buckeye to meet the Service Levels, specified in Schedule 4.
5. **CANCELLATION OF SERVICES**  
If Customer cancels all or any part of Service prior to the Ready-For-Service Date or within the Minimum Period, charges shall apply as stated in the applicable tariff.
6. **GOVERNING LAW AND REGULATIONS**  
To the extent that the Service is subject to applicable laws and regulations, the agreement shall at all times be subject to changes, modifications, orders and rulings by the governing bodies. The Customer will receive, within 90 days, written notice of such occurrences.
7. **MAINTENANCE**  
Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.
8. **FACILITIES AND EQUIPMENT**  
The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.
9. **STANDARD OF SERVICE**  
Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.

10. HAZARDOUS SUBSTANCES

Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

11. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

12. WARRANTY

Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. **SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED.** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

13. LIMITATION OF LIABILITY

The following provisions and those in Clause 9 define Buckeye's entire liability (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default") with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; and any representations, statements, or tortious act or omission including negligence or gross negligence arising under or in connection with this Agreement. Buckeye shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages, including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or Buckeye had been advised of the possibility of such damages. Buckeye shall bear no liability for use of equipment or service provided under the Agreement in connection with life support systems or devices. Buckeye, from time to time, will be requested to provide consultation related to service described within this Agreement. Buckeye will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of liability shall apply consultation. Without derogating from the other provisions of this section and this Agreement, Buckeye's liability for damages for breach of this Agreement shall in no event exceed the amounts received by Buckeye under this agreement.

14. DEFAULT

If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

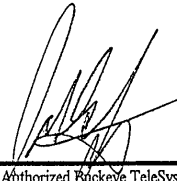
15. INSOLVENCY

Either party may terminate this Agreement by notice, in writing, if the other party admits insolvency, makes assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of its assets.



Buckeye TeleSystem

\_\_\_\_\_  
Authorized Customer  
Representative  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
11-5-99  
Date

  
\_\_\_\_\_  
Authorized Buckeye TeleSystem  
Representative  
John E. Hardin  
\_\_\_\_\_  
Printed Name  
V.P. Surg  
\_\_\_\_\_  
Title  
11/11/99  
\_\_\_\_\_  
Date

**Buckeye TeleSystem**

**SCHEDULE 1 - Services**

One (1) Fiber optic based Private Line DS-1 data circuit connecting

One (1) Fiber optic based Private Line DS-1 data circuit connecting

**Buckeye TeleSystem**

**SCHEDULE 2 - Sites**

Buckeye TeleSystem

SCHEDULE 3 - Charges

<u>Leased Circuits</u>	<u>Cost</u>	<u>Cost</u>
	<u>Monthly Unit</u>	<u>Monthly Total</u>
DS-1 from	\$423.55	\$423.55
DS-1 from	\$423.55	\$423.55
 <u>Non-Recurring Charges</u>		
One Time Administrative Charge	Waived	Waived

**Buckeye TeleSystem**

**SCHEDULE 4 - Service Level**

The services provided under this agreement involve the construction of portions of the physical network, as well as work in each of the buildings to be served for the construction of the building entrance for the fiber cable

The DS-1 circuits will be monitored 24 hours a day, 7 days a week to insure they are operational.

A complete inventory of fiber and equipment specifications, as well as fiber count will be provided to the Customer.

Other service levels will be in accordance with the existing tariff for these services, on file at the outset of this agreement with the Public Utilities Commission of Ohio.

TOM SLOWSON



TELECOMMUNICATIONS SERVICE AGREEMENT

Date 10/1/99  
Customer Information

Customer	Bill Name
Svc. Address	Sec. Bill Name
Floor	Billing Add/St.
City/State	Flr./Rm.
Zip	City/State
	Zip
Customer Contact	Billing Contact
Contact Tel. #	Telephone #
Customer Contact	Bill Contact
Contact Tel. #	Telephone #

Tax exempt \_\_\_\_\_ (letter on file)  
Non-Exempt X

Service Pricing

Telecommunication Services	36 Month Unit	60 Month Unit	Qty	36 month	60 month
DS-1 Frame Relay Port /	\$535.00	\$525.00	1	\$535.00	\$525.00
Access Line					
Business Lines	19.50	19.00	12	117.00	
Monthly Total				\$535.00	\$525.00

Non-Recurring Charges	Waived	Waived
-----------------------	--------	--------

Reflect the Term Plan Line Above X 36 Months  
\_\_\_\_\_ 60 Months

This quote was generated on 10/1/99 and is valid for 30 days.  
Future LEC tariff changes may impact this quotation.  
Signature by both parties on this document constitutes a service order in accordance with the Terms and Conditions included on Page 2.

Signature: \_\_\_\_\_

Authorized Customer Representative

Title  
10/7/99  
Date

Authorized Buckeye TeleSystem, Inc., Representative

Title  
11/11/99  
Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Switched Services Terms and Conditions

This Agreement represents the sole terms and conditions under which Buckeye TeleSystem, Inc., hereinafter known as "Company," agrees to provide services described herein above ("Service") to , hereinafter known as "Customer," and each of the parties, intending to be legally bound, agree as follows:

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.

Equipment/Installation/Interconnection: The Company shall use reasonable efforts to make available services to a Customer, on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer. The Company shall use reasonable efforts to maintain facilities to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

Space/Access: Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

Credit Approval: This agreement is subject to customer credit approval by Company at which time an advance payment and/or deposit may be required as permitted in PUCO Tariff No.2.

Liability of the Company: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes are due within 30 days of receipt. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Transfer and Assignments: Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) pursuant to any financing, merger, or reorganization of the Company.

Cancellation of Service by the Customer: If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms.

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Notice: The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio.

Warranty: Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Special Provisions: Buckeye TeleSystem's responsibility is to provide voice, data and video services to Customer per its tariff rates and charges within its standard interval of installation in accordance with Page 1.

This information contained herein is confidential and proprietary and should not be disclosed.

# CONNECTIVITY ORDER FORM



PRICE QUOTE DATE - 9/29/99

Prices quoted herein are guaranteed for 30 days from PRICE QUOTE DATE.

## BILL TO CUSTOMER AS FOLLOWS:

COMPANY NAME:

CONTACT NAME:

ADDRESS:

CITY, STATE, ZIP:

PHONE #:

FAX #:

## TECHNICAL CONTACT:

NAME:

PHONE #:

FAX #: E-17211

(419) - 289-8708

( ) - Kille @ Kille . org

## Select the Terms of DS-1 Service Requested

Router	<del>\$60.00/month</del>
36 Months	1536K \$995/month

We currently have  
Ascend PBO T1 Full or  
fractional Router.  
Will use yours if you offer  
faster Router.

N.O.C. Electronics & Configuration:  
E-mail, Domain and Design.

\$695 Nonrecurring

On-Site Technician Time (including travel):

\$100/hour



Tom Dawson



TELECOMMUNICATIONS SERVICE AGREEMENT

Date 10/11/1999  
Customer Information

Customer _____	Bill Name _____
Svc. Address _____	Sec. Bill Name _____
Floor _____	Billing Add/St. _____
City/State _____	Fir./Rm. _____
Zip _____	City/State _____
	Zip _____
Customer Contact _____	Billing Contact _____
Contact Tel. # _____	Telephone # _____
Customer Contact _____	Bill Contact _____
Contact Tel. # _____	Telephone # _____

Tax exempt \_\_\_\_\_ (letter on file)  
Non-Exempt X

Service Pricing

Telecommunication Services	36 Month Unit	60 Month Unit	Qty	36 month	60 month
Business Lines / Message*	\$13.20	\$12.80	22	\$290.40	\$281.60
Maxlink	\$216.00	\$204.00	1	\$216.00	\$204.00
128K Frame Relay Port	\$80.00	\$64.00	1	\$80.00	\$64.00
Business Lines / Message*	\$19.50	\$19.00	4	\$78.00	\$76.00
*Message rate is billed \$0.07 per call					
Intralata rate is billed at \$0.10 per min.l					
Monthly Total				\$664.40	\$625.60
Non-Recurring Charges				Waived	Waived

Reflect the Term Plan Line Above X 36 Months  
60 Months

This quote was generated on 10/11/99 and is valid for 30 days.  
Future LEC tariff changes may impact this quotation.  
Signature by both parties on this document constitutes a service order in accordance with the Terms and Conditions included on Page 2.

Signatures

Authorized Customer Representative

Title \_\_\_\_\_  
Date 10/18/99

Authorized Buckeye TeleSystem, Inc., Representative

Title \_\_\_\_\_  
Date 11/10/99

The information contained herein is confidential and proprietary and should not be disclosed.

This Agreement represents the sole terms and conditions under which Buckeye TeleSystem, Inc., hereinafter known as "Company," agrees to provide services described herein above ("Service") to hereinafter known as "Customer," and each of the parties, intending to be legally bound, agree as follows:

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.

**Equipment/Installation/Interconnection:** The Company shall use reasonable efforts to make available services to a Customer, on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer. The Company shall use reasonable efforts to maintain facilities to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

**Space/Access:** Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

**Credit Approval:** This agreement is subject to customer credit approval by Company at which time an advance payment and/or deposit may be required as permitted in PUCO Tariff No.2.

**Liability of the Company:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes are due within 30 days of receipt. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Transfer and Assignments:** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) pursuant to any financing, merger, or reorganization of the Company.

**Cancellation of Service by the Customer:** If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Notice:** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio.

**Warranty:** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties original intent.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Special Provisions:** Buckeye TeleSystem's responsibility is to provide voice, data and video services to Customer per its tariff rates and charges within its standard interval of installation in accordance with Page 1.

This information contained herein is confidential and proprietary and should not be disclosed.



As an addendum to the Switch Services Contract with Buckeye TeleSystem, dated 4/22/99, Buckeye TeleSystem will provide a Message Rate Business Line on a 36 month term billing:

\*Message rate is billed at:  
\$0.07 per call

Authorized Customer Signature /

Date \_\_\_\_\_

Authorized Buckeye TeleSystem Representative

Date \_\_\_\_\_

