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 vorysation

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

Attached contracts are not in electronic format and are not "source" documents.

April 16, 2007

Filing 2

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

Re:

Case No. 07-1017-TP-CTR Buckeye Telesystem, Inc. Approval of 20 Contracts

Dear Ms. Jenkins:

Please find attached an electronic copy of a completed Telecommunications Application Form and 20 contracts between Buckeye TeleSystem, Inc. and 20 End Use Business Customers. Pursuant to the Commission's policy, we have redacted the name, address and any other information which might identify the customers. These contracts are for switched services. Also enclosed is an affidavit of Thomas K. Dawson.

If you have any questions, please feel free to call me. Thank you in advance for your cooperation.

Sincerely yours,

/s/

Stephen M. Howard

Attorneys for Buckeye Telesystem, Inc.

SMH/jab **Enclosures**

cc:

Thomas K. Dawson

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM (Effective: 10/01/2004) (Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

	r of the Application of Buckeye TeleSystem, Inc. Case No. 07-1017-TP-AEC ertain contracts.
Name of Re	gistrant(s) Buckeye TeleSystem, Inc.
	Registrant(s) 5566 Southwyck Blvd., Toledo, Ohio 43614
	eb Address www.buckeyetelesystem.com
	Contact Person(s)
Regulatory (Contact Person's Email Address askus@buckeye-telesystem.com
	son for Annual Report Thomas K. Dawson Phone 419-724-9802
	ontact Information Joye Stevens Phone 419-724-3863
Date: Ar	oril 16, 2007 TRF Docket No: 90- 9037 -TP-TRF
Motion for	protective order included with filing? □ Yes ⋈ No
	waiver(s) filed affecting this case? ☐ Yes ⋈ No [Note: waiver(s) tolls any automatic timeframe]
Company T	Type (check all applicable): CTS (IXC) ILEC CLEC CMRS AOS
1	Other (explain)
	G G MATE (AIR)
Case No. 99-9	form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in 998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is OT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.
I. Please	indicate the reason for submitting this form (check one)
□ 1 (AAC)	Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
□ 2 (ABN)	Abandonment of all Services
= 2 (ACIE)	□ a. CLEC (90-day approval, 10 copies) □ b. CTS (14-day approval, 10 copies) □ c. ILEC (NOT automatic, 10 copies)
□ 3 (ACE)	New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No.15 on this page. a. Switched Local b. Non-switched local c. CTS d. Local and CTS e. Other (explain)
□ 4 (ACO)	LEC Application to Change Ownership (30-day approval, 10 copies)
	LEC Application to Change Name (30-day approval, 10 copies)
□ 6 (AEC)	Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
	NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
□ 7 (AMT)	
□ 8 (ARB)	Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
□ 9 (ATA)	Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
	□ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; Do Not Docket , 4 copies)
	□ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with
	OCC for Tier 1 residential services (0-day filing, 10 copies)
	□ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
	□ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
	v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
	□ vi. Grandfather service (30-day approval, 10 copies)
	□ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies) □ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
	□ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
	□ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
□ 10(ATC)	Application to Transfer Certificate (30-day approval, 7 copies)
□ 11 (ATR)	LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
□ 12 (ATW)	Application to Withdraw a Tier 1 Service
= 12 (CIO)	a. CLEC (60-day approval, 10 copies) Description for Change in Organization by New LECE Description for Change in Organization by New LECE (NOT automatic, 10 copies)
□ 13 (CIO) □ 14 (NAG)	Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
□ 15 (RCC)	For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
□ 16(SLF)	Self-complaint Application
. ,	□ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
	□ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
□ 17 (UNC)	Unclassified (explain) (NOT automatic, 15 copies)
□ 18(ZTA)	Tariff Application Involving only Tier 2 Services
	□ a. New End User Service (0-day notice, 10 copies) □ b. Change in Terms and Conditions textual revision correction of arrest etc. (0 day notice, 10 copies)
	 □ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies) □ c. Withdrawal of service (0-day notice, 10 copies)
□ 19 Other	(NOT outomatic 15 capies)

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

- □ 20 Introduction or Extension of Promotional Offering
- □ 21 New Price List Rate for Existing Service □ a. Tier 1 □ b. Tier 2
- 22 Designation of Registrant's Process Agent(s)
- □ 23 Update to Registrant's Maps
- □ 24 Annual Tariff Option For Tier 2 Services indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
 - □ Paper Tariff □ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)

CTR Docket No. 07-1017-TP-AEC (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

□ [a	all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls
		any automatic timeframe associated with this filing.
<u> </u>		Completed Service Requirements Form.
	3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
	3]	Evidence 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	31	Brief description of service(s) proposed.
	3a-b,3d]	Explanation of whether applicant intends to provide \square resold services, \square facilities-based services, or \square both resold and facilities-
"		based services.
□ [3:	3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including
'	, .	those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
- [3:	3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
	3a-b,3d]	Description of the proposed market area.
	3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
	3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following:
		1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources.
		Describe internally generated sources of cash and external funds available to support the applicant's operations that
		are the subject of this certification application.
1 1		2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial
		statements are based on a certain geographical area(s) or information in other jurisdictions
		3) Documentation to support the applicant's cash an funding sources.
13	3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and
- (-)		proposed service area.
□ [3a	3a-d]	Documentation indicating the applicant's corporate structure and ownership.
	3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of
	, ,	Ohio, include that certification number.
13	3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in
'	,	accordance with the GAAP.
□ [3a	3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
	3a-b,3d]	Explanation as to whether rates are derived through (check all applicable):
	,	□ interconnection agreement, □ retail tariffs, or □ resale tariffs.
<u> </u>	1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
	3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of
	ou 0,50, ou(1-111)]	Customer receiving dial tone.
□ 1 3a	3a,3b,3d,	Customer receiving una tone.
	a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
	3a-b,3d,8]	Latters requesting acceptable and the Carlotte Control of the Carlotte Control
	Ja-0,5u,0j	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed
<u> </u>	3-5,7,10-11,13]	timeline for construction, interconnection, and offering of services to end users.
" [3		Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of
<u> </u>	3-4,7,10-11,13]	fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
		List of names, addresses, and phone numbers of officers and directors, or partners.
	[,4,9,10-13,16-21]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
		Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
		Copy of revised tariff sheets & price lists, marked as Exhibit B.
<u> </u>	21 2 4 7 0 12	Provide a copy of any customer application form required in order to establish residential service, if applicable.
	1-2,4-7,9,12-	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected
13.	3,16,18-23,25]	Specify for each service affected whether it is \(\pi \) business; \(\pi \) residence; or \(\pi \) both. Also indicate whether it is \(\pi \) switched or \(\pi \) dedicated service. Include this information in either the cover letter or Exhibit C.
	1	deducated compact Include this information in aid and the second to the second

Joe Jensen	Thomas K. Dawson	Steve Howard
President	Vice President	Attorney
5566 Southwyck Blvd.	5566 Southwyck Blvd.	52 East Gay St., P.O. Box 1008
Toledo, OH 43614	Toledo, OH 43614	Columbus, OH 43612-1008
NOTE: An annual report is required to completion to the address and individu	be filed with the Commission by each co cal(s) identified in this Section unless ano	ompany on an annual basis. The annual report form will be sent for ther address or individual is so indicated.
V. List Name(s), DBA(s) and PUCO authority, whethe	d PUCO Certification Number(s) r Telecommunication or other. (of any affiliates you have operating in Ohio under If needed, use a separate sheet and check here:
	AFFIDA	. TT
	AFFIDA	
	Minimum Telephone S	ervice Standards
I attest that these tariffs comply with the Telephone Service Standards, as modified with the rules of the state of Ohio and to operate within the state of Ohio. I declare under penalty of perjury that the Executed on April 11, 2007 (Date)	(Name of Company) the Minimum Telephone Service Standard fied and clarified from time to time, super understand that noncompliance can result the foregoing is true and correct. at Toledo, Ohio (Location) *Signature and Title *For every tariff-affecting filing. It means to the many times to time, super understand that noncompliance can result the foregoing is true and correct.	authorized to make this statement on its behalf. s (MTSS) for the state of Ohio. I understand that the Minimum rede any contradictory provisions in our tariff. We will fully comply in various penalties, including the suspension of our certificate to Vice President April 11, 2007 Date Date Date
	VERIFICAT	ΠΟΝ
	rify that I have utilized verbatim the Co	ommission's Telecommunications Application Form and that all of the
, Thomas K. Dawson ,ve	J mare dumbed, resoluting the C	
	litional information submitted in connect	ion with this case, is true and correct to the best of my knowledge.
	litional information submitted in connect	

Public Utilities Commission of Ohio

Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal)

180 East Broad Street, Columbus, OH 43215-3793

AFFIDAVIT

STATE OF OHIO)
) ss
COUNTY OF LUCAS)

I, Thomas K. Dawson, Vice President for Buckeye TeleSystem Inc., being first duly sworn, state under oath that the total price of each contract submitted in this filing exceeds the total cost of regulated services under this same contract or contracts in this filing.

Thomas K. Dawson Vice President

Sworn and subscribed before me in my presence this 11th day of April, 2007.

Notary Public

My commission expires on 05/23/07.

CANDACE TUBBS Notary Public, State of Ohio Commission Expires 6/25/08



Telecommunications Master Service Agreement

Customer Svc Address Floor City/State Zip Customer Contact Contact Tel #	Sec Bill Fir/ City Zip Billi	Room //State			Move/Trans
City/State Zip Customer Contact	Sec Bill Fir/ City Zip Billi	Bill Name Address Room //State			
City/State Zip Customer Contact	Bill Fir/I City Zip Billi	Address Room //State			
City/State Zip Customer Contact	Fir/i City Zip Billi	Room _ //State _ -			· · · · · · · · · · · · · · · · · · ·
Customer Contact	City Zip Billi	//State			
Customer Contact	Zip Billi	_			
	Billi	-			
		ing Contact			
Contact Tel #	_	ng contact			
	Con	itact Tel #			
		Т	ax Exem	pt: <u>No</u>	
Switched Loc	cal Servi	ces			
Switched Local Services		nthly Unit	Qty	Mor	thly Tota
ISDN PRI Package/Measured Standard*	\$	376.20	1	\$	376.20
DS-1 Link	\$	180.00	1	\$	180.00
DID 100 Number Group	\$	9.50	1	\$	9.50
DID 20 Number Group	\$	2.25	1	\$	2.25
Ground Business Lines - Message**	\$	17.50	13	\$	227.50
ISDN BRI - Message**	\$	19.80	6	\$	118.80
*Measured Rate billed at					
Day 8am-9am Initial Minute \$0.04, each addl min	uto \$0 0	1		+	
Night 9pm-8am Initial Minute \$\$0.02, each add n				+	
**Message Rate billed at \$0.07 per call	Tilliate 40	.01			
				+	
Monthly Total/Switched				\$	914.25
Non Recurring Charges				<u></u>	Waived
Switched Services Term	·	36 Mont	h	7	
Additional Schedules Atta		Term			
National Services X		Month to Me	onth	_	
Facility Services				_	
Internet Services]	

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

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Chio, the rules of the Public Utilities Commission of Chio, the FCC and the tariffs of BTS

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.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable lederal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability. 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-ol-way.

Termination Penalties: Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay.

- 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) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

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.

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 HERBY 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

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.

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall 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 or delivered electronically. 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 or hand deliver payment on that bill.

Arrangements also can be made for credit card or electronic transfer of lunds to pay bils. 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

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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

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 not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

Insolvency: 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.

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.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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.



Schedule 2: National Switched Voice Services

Month to Month Agreement _____ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		Us Virgin Islands	\$0.11
Canada 8xx	\$0.130	\$0.130		Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

as generated on this da	te and is valid for 30 days				<u></u>	Move/Transi
Customer Svc Address Floor City/State Zip		 	Bill Name Sec Bill Name Bill Address Fir/Room City/State Zip			
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	Signature by both parties on this doo with the master terms and conditions the Individual terms and	s attached, C	ustomer signature/he/o	w, agrees to		
Authorize	d Customer Representative	_				
	Title	- .		Title		<u></u> .
	Date			Date		

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

Term of Agreement; Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability. 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.

Termination Penalties; Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service Interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay. A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
(8) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

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.

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

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall 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 or delivered electronically. 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 or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. 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

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 (8) 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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of Installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is comfidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and

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.

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

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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.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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.



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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, liabifules, 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 (8) infringement of any copyright, patent, trade secret, or any proprietery or intellectual property right of any third party, arising from and to the extent caused by the act or omission of line indemnifying party

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Default: If either party feits 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.

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Facilities and Equipment: The Customer shall provide at all times suilable 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 fillings and for the commissioning 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.



Schedule 2: National Switched Voice Services

24 Month Agreement _____ (Initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0,11
Canadian 8xx	\$0.130	\$0.130		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	<u> AK& HI</u>	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & Hi</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer	
Svc Address	
Floor	
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Default: If either party falls 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.

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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 hozardous 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 recardods waste or environmental law or regulation) at any site where suckeye 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 expenses, to remove or contain the absences 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 detay caused by said clean up or removal. Customer's falliture to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further flability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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.



EleSystem' Schedule 2: National Switched Voice Services - Toledo, OH Switched Services 24 Month Agreement ____ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.020	\$0.020	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canadian 8xx	\$0.130	\$0.130		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer	
Svc Address	
Floor	
City/State	1
Zip	



Telecommunications Master Service Agreement

	Telecommunication	ns Master	Servi	ce Agreeme	nt		New Renew
as generated on this date	 e and is valid for 30 days						Move/Transfi
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Customer			Řiu i	Name			
Svc Address		_		Bill Name	· - · · · · · · · · · · · · · · · · · ·		
Floor		-	-	Address	·.···		
City/State				koom			
Zip				State	 	_	
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Customer Cor	ntact	_	Billir	ng Contact_			
Contact Tel #	Hatt		Conf	tact Tel#_			
				ר	ax Exemp	ot No	
		ed Local				- نيسو -	······································
Switched Loca		···		nthly Unit	Qty	Mo	nthly Tota
Premium Lines			\$	45.95	2	\$	91.90
Essential Lines			\$	23.95	4	\$	95.80
Business Lines	/Message Rate*		\$	18.50	9	\$	166.50
Monthly Total/	* * * * * * * * * * * * * * * * * * * 					\$	354.20
Non Recuring (·····		Waived
Renewal Incen	tive Offer-one time credit		\$	354.20	2	\$	(708.40
	Switched Services Te	m		24 Mont	h]	
ļ		T				7	
	Additional Schedules	Attach		Term		-1	
	National Services	X		Month to M	onth	4	
	Facility Services			·····		4	
,	Internet Services	<u> </u>					
	Signature by both parties on this down with the master terms and conditions the individual terms and	s attached. C	ustome	r signature befor			
		_					
Authorized	d Customer Representative	·					
	Title	 .		• • • • • • • • • • • • • • • • • • • •	Title		· · · · · · · · · · · · · · · · · · ·
	Date	<u>.</u> .			,,		

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date, if Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: 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; nots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer.

- If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service Interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay.

 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) The prorate portion of a Retention incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability. In the event that one or more of the provisions herein shall for any reason be held to be illegal or unernforceable, 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.

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

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.

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall 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 or delivered electronically. 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 or hand deliver 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

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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

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.

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

Insolvency: 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.

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.

Credit Approval; This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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.



Schedule 2: National Switched Voice Services

Month to Month Agreement _____ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.029	\$0.029		Us Virgin Islands	\$0.11
Canadian 8xx	\$0.130	\$0 .130		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer	
Svc Address	
Floor	•
City/State	
Zip	



Telecommunications Master Service Agreement Date Quote was generated on this date and is valid for 30 days Customer Bili Name Svc Address Sec Bill Name Floor Bill Address City/State Flr/Room Zip City/State Zip **Customer Contact Billing Contact** Contact Tel # Contact Tel# Tax Exempt: Yes Switched Local Services Switched Local Services Monthly Unit Monthly Total Qty Monthly Total/Facility/Internet 548.99 Non Recurring Charges Waived

Switched Services Term	
 	Lancing the second seco

Additional Schedules	Attach	Term
National Services		
Facility Services	X	36 Month
Internet Services	Х	36 Month

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below agrees to the individual terms and pricing in the attached schedules

	Authorized Customer Representative	
9	<u></u>	
	Title	Title
_	Date	Date

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

Term of Agreement: Customer agrees to a minimum term length and service type as Indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the compellion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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 antity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability. 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 amployees 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 timited to acts of God, firs, 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 tederal, 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.

Termination Penalties: Cancellation of Service by the Customer.

- If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:
- 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) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

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.

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

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.

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall defiver 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 or delivered electronically. 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 or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the lariff will be in writing. Notices and other communications of either party, and all bills meiled 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,

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 end to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such

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 ordission 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.

Oefault: If either party fails to perform any material obligation within this Agreement or violetes any material term or condition of this Agreement, and such failure or violetion 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.

insolvency: 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 20 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.

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 absestos 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.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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 Buckaye.



Schedule 3: Facility Services

Sife	Company	Address	City/State	Zip
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From/To	Service	Price 36	Qty	NRC	Total 36	
1-2	3 Mbps Ethernet (transport for IP)	\$263.52	1	Waived	\$263.52	
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<u>Service Level</u>

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.

All facility 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.



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is generated on this dat	te and is valid for 30 days						Move/Transfe
Customer			Bill N	lame			
Svc Address				Bill Name			
Floor				ddress			·····
City/State			Flr/R	_			
Zip			City/	State		_	
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Customer Co	anto at		Dillin	a Contoot			
Contact Tel #			Cont	g Contact _ act Tel # _			
	•				ax Exemp		
	0.11.1						
Switched Loc		ed Local (thly Unit	Qty	Moi	nthly Total
Business Line			\$	19.50	3	\$	58.50
Business Grou			\$	4.00	3	\$	12.00
	Relay Port (for WAN)	_	\$	120.00	1	\$	120.00
DS-0 Access (\$	55.00	1	\$	55.00
*Message rate	billed at \$.07 per call					1	
Bandhli Takil	1/0	·	ļ				045.50
Monthly Total			 			\$	245.50
Non Recurring	Charges		<u> </u>				Waived
	Switched Services Te	erm	f	36 Mont	h	7	
			L			1	
	Additional Schedules	Attach		Term		7	
	National Services	Х		36 Mont	h	7	
	Facility Services	Х		36 Mont	า	7	
	Internet Services	X		36 Mont	n]	
		X cument const	ustomer	36 Mont service order iņ signature beiøv	accordance		
	1	<u>,</u>			-		
Authorize	d Customer Representative	- -	,,	and the second s			
	Title	-			Title		
	Date	<u> </u>		 	Date		

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

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Tem begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: 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; nots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- 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) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

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.

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

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.

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall 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 or delivered electronically. 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 or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. 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,

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 altomeys' 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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

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 not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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.

Insolvency: 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.

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.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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.



Schedule 2: National Switched Voice Services 36 Month Agreement _____ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer	and the second	
Svc Address	•	
Floor		
City/State		
Zip		



			SU				
	Telecommunicati	ons Maste		ice Agreem	ent		New
e <u>:</u>	<u></u>						Renewa
was generated on this dat	le and is valid for 30 days	·					Move/Transfer
Customer Svc Address Floor City/State Zip			Sec Bill A Flr/R	Name Bill Name Address oom State			
Customer Co Contact Tel #				ig Contact_ act Tel#			
oomage 101 n				-	Гах Ехет	ot: <u>No</u>	
	Switch	ned Local S	Servic	es			
Switched Loc	al Services		Mor	thly Unit	Qty	Mo	nthly Total
Business Line			\$	19.50	32	\$	624.00
Flat Rate Usag			\$	6.75	32	\$	216.00
Business Grou			\$	100.00	1	\$	100.00
							275 00 1
	e Relay Port (for WAN)		\$	275.00	11	\$	275.00
1.5Mbps Fram DS-1 Link (for			\$	80.00	1	\$	80.00
DS-1 Link (for	WAN)	÷					80.00
DS-1 Link (for Monthly Sub-T	WAN) otal/Switched					\$	80.00 1,295.00
DS-1 Link (for Monthly Sub-T	WAN) otal/Switched //Switched/Facility/Internet	÷				\$	80.00
DS-1 Link (for Monthly Sub-T Monthly Total	WAN) otal/Switched //Switched/Facility/Internet	erm			1	\$	1,295.00 1,645.00
DS-1 Link (for Monthly Sub-T Monthly Total	WAN) otal/Switched l/Switched/Facility/Internet Charges	erm Attach		80.00	1 th	\$	1,295.00 1,645.00
DS-1 Link (for Monthly Sub-T Monthly Total	WAN) otal/Switched l/Switched/Facility/Internet Charges Switched Services T			80.00 36 Mon	1 th	\$	1,295.00 1,645.00
DS-1 Link (for Monthly Sub-T Monthly Total	WAN) otal/Switched l/Switched/Facility/Internet Charges Switched Services T Additional Schedules	Attach		36 Mon	1 th	\$	1,295.00 1,645.00

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

Date

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: 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.

Termination Penalties: Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

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) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

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.

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 PURPOSS) 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

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.

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

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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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, liming and use of such information.

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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.

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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.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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



Schedule 2: National Switched Voice Services

36 Month Agreement ____ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	Off Shore		7
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

<u>Calling</u> Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	<u>\$0.00</u>

Customer	
Svc Address	
Floor	
City/State	
Zip	



Schedule 3: Facility Services

Site	Site Company		Company Address		City/State	Zip	
1							
2							
3					·		
4 .							
5							
6							
7							
8							
9					 -		
10							

From/To	Service	Price 36	Qty	NRC		Total 36
1-2	512K Frame Relay Port (for IA)	\$110.00	1	Waived		\$110.00
1-2	DS-0 Access (for IA)	\$80.00	1	Waived		\$80.00
						
					0.7.7.1	
					Sub-total	\$190.00

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.

All facility 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.



generated on this date	and is valid for 30 days		·			Move/Trans
Customer			Bill Name			
Svc Address			Sec Bill Name			
Floor			Bill Address			
City/State			Flr/Room			
Zip					_	
			Zip		_	
Customer Co	ntact		Billing Contact_			
Contact Tel #			Contact Tel #			
						
			7	ax Exemp	ot: <u>No</u>	
	Switch	ed Local S	Services			
Switched Loc	al Services	** ***	Monthly Unit	Qty	Мо	nthly Tot
					1	
					-	
844- b - T - 4- 1/	C 1724 - 11 - 4 4				-	1 100 0
	Facility/Internet				\$	1,100.0 500.0
Non Recurring	Charges		<u>. </u>	 	1 4	300.0
	Schedule		Term		7	
	Switched Local Service	es	7 61111		1	
	Additional Schedules	Attach	Term		7	
	National Services	Attach	1 61111		1	
	Facility Services	X	12 Mont	h	1	
	Internet Services	$\frac{1}{x}$	12 Mont		1	
1	-			·	_	
	Signature by both parties on this do with the master terms and condition					
	the individual terms and					
Authorizae	Customer Representative					
Authorized	Castomer Representative					
-	Title			· · · · · ·		
· · · · · · · · · · · · · · · · · · ·	Date		 	Date		

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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.

Charges & Payment Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

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Termination Penalties: Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay.

A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

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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.

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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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

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 not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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.

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Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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.



Schedule 3: Facility Services

Site	Сотрапу	Address	City/State	Zip
1				
2			-,	
3				
4				
5		•		
6				
7				
8				
9				
10				

From/To	Service	Price 12	Qty	NRC	Total 12	
1-2	1/4 Rack Space (Colocation)	\$375.00	1	Waived	\$375.00	
1-2	3Mbps Ethernet (transport for IP)	\$348.00	1	\$500.00	\$348.00	
	<u>-</u>					

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.

All facility 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.



	reiesystem	
Telecommu	nications Master Service Agreemer	ιt

Customer Svc Address Floor City/State Zip				Bill Name Address oom			
Customer Co Contact Tel #		-		g Contact act Tel #			
	Switch	ed Local S	Service	es	Tax Exemp	ot: <u>No</u>	
Switched Loc				thly Unit	Qty	Mo	nthly Tota
Business Line	Message*		\$	13.20	8	\$	105.60
Business Grou			\$	4.00	5	\$	20.00
	elay Port (for WAN)		\$	175.00	1	\$	175.00
DS-1 Link (for	WAN) Copper		\$	180.00	1	\$_	180.00
*Message rate	billed at \$.07 per call		-			-	
Monthly Total	/Switched			· · · · · · · · · · · · · · · · · · ·		\$	480.60
Non Recurring							Waived
	Switched Services Te	erm		36 Mo	nth		
			·			7	
	Additional Schedules	Attach	ļ	Tem		4	
	National Services	X	ļ	36 Mo			
		1 1		36 Mo	กเท	4	
	Facility Services	X		36 Mo	nth	1	
		X cument const	ustomer	36 Mo	ir∕ accordance fow, agtee≱ to	_	
Authortza	Facility Services Internet Services Signature by both parties on this downth the master terms and conditions	X cument const	ustomer	36 Mo	ir∕ accordance fow, agtee≱ to		

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the lands of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the lands of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the laws of the Public Utilities Commission of Ohio, the Public Utilities Commission o

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.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: 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, cogmission, 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.

Termination Penalties: Cancellation of Service by the Customer:

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (8) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term

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.

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

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.

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall 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 or delivered electronically. 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 the the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. 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,

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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

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.

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.

Insolvency: 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.

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.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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.



Schedule 2: National Switched Voice Services

36 Month Agreement ____ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

Customer Svc Address Floor City/State Zip Customer Contact Contact Tel # Customer Contact Contact Tel # Tax Exempt: No Switched Local Services Internet Services Inte	te				Move/Transfer	
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Title	with the master terms and condition	ns attached.	Customer signature de	Kowa adietes in	:	
Title		 				
Date	Authorized Customer Representative					
Date						
				Date		

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

Term of Agreement: Customer agrees to a minimum term length and servica type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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 imited 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. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: 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; nots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

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) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

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.

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.

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's

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall 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 or delivered electronically. 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 or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. 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,

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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such

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 not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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.

Insolvency: 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

Hazardous Substances: Customer certifies that it is not aware of the presence of any aspestos 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 lest 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.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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.

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.



Schedule 2: National Switched Voice Services 12 Month Agreement _____ (initial) Switchless LD - Authentic Pizza, LLC

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canadian 8xx	\$0.130	\$0.130		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

	-				Move/Transfe
vas generated on this date	and is valid for 30 days				
		-			,
Customer		_			<u> </u>
Svc Address		_	Sec Bill Name		
Floor		_	Bill Address	<u> </u>	
City/State		_	Fir/Room		
Zip		_	City/State		
			Zip		
			Billing Contact_		
Customer Co	ntact	-	Contact Tel #		
Contact Tel #	· · · · · · · · · · · · · · · · · · ·	-			
			T	ax Exemp	ot: No
	Switche	d Local			- 1
Switched Loc	al Services		Monthly Unit	Qty	Monthly Tota
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	Switched Services To	erm			7
	OWNERS OF THE PROPERTY OF THE				
	Additional Schedules	Attach			_
	National Services	X	12 Mor	ith.	
	Facility Services		<u> </u>		
	Internet Services	<u> </u>	<u></u>		l
	Signature by both parties on this do with the master terms and condition the individual terms are	is attached.	stitutes a service ordex Customer signature/he/ the attached schedules	ow, agrees/o	
Áuthoriz	ed Customer Representative			·····	
	Ţitle			Title	
	Date	_		Date	
	Date				

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

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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, Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: 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 ornissions 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.

Termination Penalties: Cancellation of Service by the Customer:

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- 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) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

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.

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

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.

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall 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 or delivered electronically. 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 the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. 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,

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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

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 riol, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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.

Insolvency: 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.

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.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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.

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.



Schedule 2: National Switched Voice Services

12 Month Agreement ____ (initial)
Switchless LD - Cleveland Marco's

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canadian 8xx	\$0.130	\$0.130		Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer	·
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

generated on this da	ate and is valid for 30 days	(re: Harri	s Health Trends	5)	Move/Trans
Customer Svc Address Floor City/State Zip		 ·	Bill Name Sec Bill Name Bill Address Flr/Room City/State Zip		
Customer C			Billing Contact_ Contact Tel #		
:			-	Гах Exemp	ot: Yes
	Switch	ed Local S			
Switched Lo	cal Services		Monthly Unit	Qty	Monthly Tota
<u> </u>			ļ-, -	·	
ļ			ļ -		
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Monthly Tota	al//Facility				\$ 325.99
Non Recurrin					Waived
	Switched Services T	erm		· · · · · · · · · · · · · · · · · · ·	
			,		
	Additional Schedules	Attach	Term		-
	National Services	7.122.22			7
		X	36 Mon		
	Facility Services		36 141011		- ·
	Internet Services				_
	Signature by both parties on this do with the master terms and condition the individual terms are	ns attached. Cu			
				· · · · · · · · · · · · · · · · · · ·	·
Authori	zed Gustomer Representative				
Authori	zed Gustomer Representative			<u> </u>	,
Authori	zed Customer Representative				
Authori				Date	

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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 in bletwork; is used to protect the technical integrity of the Network, Customer has the right to purchase additional like products at the pince specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the Fublic Utilities Commission of Ohio, the Fill, and the trains of Bill.

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges including applicable federal state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date cusually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability. 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 certormance or equipment due to causes not reasonably within its control, including our not limited to: acts of God, fire, flood explosion or other catastropnes, any law lorder regulation direction action or request of the United States government or of any other government including state and local governments naving or claiming junisdiction over the Company or of any operatment or agency. Commission, bureau, corporation or other instrumentality of any one or more of these federal state or local governments or of any miniary sollings, bree-making the exempts service in compliance with national emergencies, insurrections nots wars unavailability of lights-of-way.

Termination Penalties: Cancellation of Service by the Customer

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tanff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay

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- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term

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 anforceable provided nowever that the agreement as revised is consistent with the panies, original intenti-

Warranty: Buckeye warrants that Services shall be performed in a timety 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 if has full legal power, right, and authority to execute and perform this agreement, and that this agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer 101 (15 costs acrosses 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 a equipment.

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

Notice: The customer may choose to have notices and bills delivered war U.S. Mail in person or electronically. The Customer shall designate on the Service Order an appropriate access to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the customer shall mail or deliver all notices and other communications except that the Company may designate a separate address 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 or hand deliver payment on that bill. Airrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either pany, 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

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. Habilities, 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 prophetary or intellectual property right of any third party, ansing from and to the extent caused by the act or omission of the Indemnifying party.

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source timing and use of such information.

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, tock-out trade dispute or labor disturbance, the act or omission of Government highway authorities public telecommunications operators or other competent authority, war, mixtary operations or not patholity, delay or failure in manufacture production or supply by third parties of the Service Equipment or any part

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 current 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 part;

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and south failure or available of a 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.

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 time 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.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and nousing 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.

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.



Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
1 .				
2	en e			
3				
4				
5				
6				
7				-
8				
9				
10				

From/To	Service	Price 36	Qty	NRC	Total 36	
1-2	4 Mbps Native LAN Extension	\$325.99	1	Waived	\$325.99	
		 				
	·					
		+				

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

All facility 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 Ones



Date

as generated on this date and is valid for 30 days	(re: Harri	s Health Trend	S)	Move/Trans
Customar		Bill Name		
Customer		Sec Bill Name		
SVC Address				
Floor		Bill Address	·	
City/State		Flr/Room		
Zip		City/State		
		Zip	· · · · · · · · · · · · · · · · · · ·	<u> </u>
Customer Contact		Billing Contact		
Contact Tel #		Contact Tel #		
			Tax Exem	ot: Yes
Switched Local Services	Switched Local S	ervices Monthly Unit	Qty	Monthly Tota
Switched Local Services			Q.C.y	
				
	<u></u>			
		•		
Monthly Total//Facility				\$ 325.99
				Waived
Non Recurring Charges	· · · · · · · · · · · · · · · · · · ·	L		1, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Switched Serv	rices Term			
Additional Sched	ules Attach	Term		7
National Service		16/11	<u> </u>	1
		20.14-	**b	-
Facility Service		36 Mor	IUI	-
Internet Service	es	<u> </u>		_
Signature by both parties of with the master terms and the individual		stomer signatur#/b#lo		
7				
Authorized Luştomer Representat	tive		\$4F	
Title			Title	
			······································	
Date			Date	

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- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term

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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 prophetary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tanff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

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 not difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof

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

Insolvency: 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.

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

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times switable secure accommodation, assistance, facilities, and environmental conditions for the installation and nousing 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.

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 carned out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially getract 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.



Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
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From/To	Service	Price 36	Qty	NRC	Total 36	
1-2	4 Mbps Native LAN Extension	\$325.99	1	Waived	\$325.99	

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

All facility 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 Ohic



	s valid for 30 days				Move/Transfer
gonerated on this date and h	s valid for 30 days				
Customer			Bill Name		
Svc Address			Sec Bill Name		
Floor			Bill Address		·
City/State			Fir/Room		
Zip			City/State _		
			Zip _		
			Pilling Contact		
Customer Contac	· · · · · · · · · · · · · · · · · · · 		Contact Tel #		
Contact Tel #			Contact lei #		
			7	ax Exemp	it. No
			·	ш. ш. т.	
	Switched	Local Servi	ces		
Switched Local Se	ervices		Monthly Unit	Qty	Monthly Total
	<u> </u>				
Monthly Total/Swi	itched/Facility/Internet				\$ 415.00
					\$ 415.00 Waived
	erges				<u> </u>
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	arges Switched Services Terr		Town		<u> </u>
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	Switched Services Terr Additional Schedules National Services Facility Services	Attach	36 Mon		<u> </u>
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	Additional Schedules National Services Facility Services Internet Services Signature by both parties on this docur with the master terms and conditions a	Attach X X ment constitutes	36 Moni 36 Moni a service order in acco	rdance	<u> </u>
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Non Recurring Cha	Additional Schedules National Services National Services Facility Services Internet Services Signature by both parties on this docur with the master terms and conditions a the individual terms and p	Attach X X ment constitutes	36 Moni 36 Moni a service order in acco	rdance	<u> </u>
Non Recurring Cha	Additional Schedules National Services Facility Services Internet Services Signature by both parties on this docur with the master terms and conditions a	Attach X X ment constitutes	36 Moni 36 Moni a service order in acco	rdance	<u> </u>
Non Recurring Cha	Switched Services Terr Additional Schedules National Services Facility Services Internet Services Signature by both parties on this docur with the master terms and conditions a the individual terms and parties of the conditions are the services.	Attach X X ment constitutes	36 Moni 36 Moni a service order in acco	rdance ees to	Waived
Non Recurring Cha	Additional Schedules National Services National Services Facility Services Internet Services Signature by both parties on this docur with the master terms and conditions a the individual terms and p	Attach X X ment constitutes	36 Moni 36 Moni a service order in acco	rdance	Waived

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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, Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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

Charges & Payment Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: 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; riols; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

- If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

 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) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
 (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

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.

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 Cuslomer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agree

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 Identity 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

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address Notice: The customer may choose to have notices and onts delivered via U.S. mail, in person, or electronically. The customer shall designate on the Service Order an appropriate address to which the Company shall 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 or delivered electronically. 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 or hand deliver payment on that bill. Atrangements also can be made for credit card or electronic transfer of funds to pay bills. 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,

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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of Installation in accordance with possible exceptions stated on Page 1 (2)The Information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such

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 not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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.

Insolvency; 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.

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 CREATIONS SUBSTANCES, CUSTOMER CRITICIS WIRE ITS FOR AWARD OF THE PROPERTY OF to contain any such successes, customer agrees to take an inscessing stays, as to over expense, to territore or contain the assessor or order pacterous successors and to test the formation as the successor of the containment of 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 flability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

and of credit worthloses in accordance with setablished MTSS provisions. The Company may requ Credit Approval; This agreement is subject to custom payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above

OR, RABIEDINOS, DICIR ont: The Customer shall provide at all times suitable secure accord les, and anything r sources and equipment the Customer shall provide it in since secure economics, seasons, secures, and environment contained for pre-interest and office installations and fittings and for the commissioning and provision of Service. The Customer shall search 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 provide 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 provide such preparation. by Buckeye

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 researcable endeavors to ensure it does not materially detraid from reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Nation's physical interface or protocol used by the Castomer in set sally destruct from

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Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
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4				
5 .				
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7				· ·
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9				
10				

From/To	Service	Price 36	Qty	NRC	Total 36	
1-2	2 Mbps Ethernet (transport for IP)	\$199.20	. 1	Waived	\$199.20	ļ
						
						
:						
						ļ
						· · · · · · · · · · · · · · · · · · ·

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.

All facility circuits will be monitored 24 hours a day, 7 days a week to insure they are operational.

A complate inventory of liber and equinment specifications, as well as liber 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.



	la valid for 30 days				
		_			
Customer			Bill Name		
Svc Address		_			
Floor		-	3ili Address		
City/State		-	ir/Room		-
Zip _			City/State _		
		4	Zip _	-	
		1	Billing Contact_		
Customer Cont	-	~ ,	Contact Tel#		
Contact Tel #		-			
			•	Tax Exemp	ot; <u>No</u>
•					
	Switche	d Local S	ervices		
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Switched Local	Services				
1					
				<u> </u>	
	Switched Services To	orm			
	Switched Services 1.	Ç1111			
	Additional Schedules	Attach	Ten		
	National Services	X	Month to	Month	
	Facility Services				_
	Internet Services				
	Signature by both parties on this di with the master terms and condition the individual terms a	ne attached.	stitutes a service orde Customer signature b The attached scheduk	m-1, -9	ce to
			, ,		
Authorize	ed Customer Representative		•		
		_		*****	
	"1M.m.				
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Тетт от Agreement: Customer agrees to a minimum term length and zervice type as Indicated in the attached Schedules, which are provided by Buckdyo ToleSystem (8TS). Тепл bogins immediately upon the service installation (billing) date. It Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whategaver the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General; The service is furnished on the candition that it will be used only for authorized and lewful purposes. The pervice is offered subject to the availability of facilities and may be amilted from this to lime for measure beyond the control of Company. Company has the right to limit the menner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network, Customer has the right to purchase additional like products at the price specified herein.

Governing Laws This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the ladits of BTS

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

Charges & Payment Payment for service, installation, and monthly recurring and Non-Rocurring Charges, including applicable (educal, see, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not peld by the due date (usually within 30 days of receipt), it than becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or puritive 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 responsibly within its control, including but not limited to: acts of God, fire, flood, explosion, or other cause-uphes; any law, order, regulation, direction, scalan, or inquest of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Compeny, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these fodoral, state or local governments, or of any military authority; preemption of existing service in compliance with national amorgancies; insurrections; nota; wars; unavailability of rights-of-way.

Tormination Penalties; Canoolistion of Service by the Customer:

If a Customer terminatus pervices at the sports service address before the completion of the initial form or any abbsequent renewal terms for any massin whatsoever other than services information (as defined within the applicable teriff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

A) All Non-Recurring Charges reasonably expanded by Company to establish service to Customer, plus

- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer plus (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions hardin shall for any reason be held to be (Pegal 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 so revised it consistent with the parties' original intent,

Warranty: Buckeye warranta that Services shall be performed in a timely and profosaboral manner and with reasonable skill and corp. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTIORY OR OTHERWISE, (INCLUDING BUT NOT UNITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer cach represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

Maintenance: Buckeye spet 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 excenses to identify or contact any follure caused by facilities and aculpment not furnished by Buckeys or to repair damage or interruptions caused by the Customer or Customer's equipment.

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

Notice: The customer may choose to have notices and bits delivered vis U.\$ Mall, in parson, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other companications, except that the Gustomer may also designate a separate address to which the company's bills for service shall to mailed or delivered electronically. The Company shall designets on the Service Order an address to which the Customer shall med or deliver all notices and other communications. except that the Company may designate a separate addrage on each bill for acroica to which the Customer shall mail or hand deliver payment on that bill. Amangements also can be made for arocal aard or electronic transfer of funds to pay bills. All notices or other communications equipmed to be given pursuant to the teriff will be in writing. Notices and other communications of either party, and all bilas 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,

Claims: With respect to any service of facility provided by the Company, each party shall indentify, and defend the other party from as cistims, accions, demages, soblities, costs, and exponses, including reasonable alternays fass for (A) any loss, destruction, or damage to property of this indomnified Party or any third party, or the death of or injury to persons, to the order the indentional act or omission of the indentifying Party, its employees, agents, representatives, or invitees; and (B) intringement of any copyright, potent, trade sected, or any proprietary or intellectual property right of any third party, straining from and to the excent caused by the set or omission of the Indemnifying party

Special Provisions: (1) Buckage TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rams and charges within MT9S standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is condemial and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notics shall immediately communicate with the other party the source, timing and use of such

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 Agraement to the extent that auch damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, indement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or onlistion of Government, highway authorities, public telecommunications operators or other competent authority, wer, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third person of the Service Equipment or any part

Default: If either party falls to perform any material obligation within this Agreement or violates any material form or condition of this Agreement, and such fallure or violation is not cutred within 30 days following receipt of a default notice from the other party, thisn the other party shall have the right to ferminate this Agreement upon written notice to the defaulting party.

Inactivency, If either party talks to perform any material obligation within this Agroement or violatios any material term or condition of this Agreement, and auch failure or violation is not cursd 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 youn written notice to the defaulting party.

HAZARDOM SUbstances: Customer cardilles that It is not aware of the presence of any asbestos or other hazardoms substance (as defined by any applicable state, foderal, local hazandorus waste or environmental law or regulation) at any elts where Buckeye is to perform services under this Agreement, if during such performance Buckeye employees or agents encounter any such substance. Cumtomer agrees to take all necessary steps, at its own expense, to remove or contain the especies or other hezerdous substance and to test the premise to onsure that exposure does not exceed the towner 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 agrocy and Buckeya. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to removal or contain the hazardous substances shall entitle Buckeya to terminate this Agreement without further liability. If Buckeye so terminates, Customer chall reimburse Buckeye for expenses incurred in portorning this Agreement until termination.

Gredit Approval; This agreement is subject to customer establishment of creditworthings in accordance with established MTSS provisions. The Company may request an advance nd and/or disposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, pacilities, and environmental conditions for the installation and housing of Service Equipment and till necessary sixcirical power supplies and other installations and fittings and for the continuationing and provision of Service. The Customer shall seaure that such properation and provision are effected at the Customer's zolo cost before Service and Service Equipment are inspected, the Sites and in accordance with the specifications provided by Buckeye

Standard of Service: Buckeys reserves the right to modify, change, add to or replace the Buckeys 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 responsible endeavors to ensure it does not meterially detract from, medican or lampair this overall performance or operation of Sarvicea, or require any motorial alteration to the Buckeye Network physical interface or protocol used by the Customer in using



Schedule 2: National Switched Volce Services

Month To Month Agreement _____ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohlo.

Domestic	Intrastate	Interstate	Off Shore		
			Outbound +1	Puerto Rico	\$0.11
xx8 bnuodnl	\$0.050	\$0.050		US Virgin Islands	\$0,11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0,328	\$0.365
AK & HI	\$0.490	\$0,625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1,170	\$0.412	\$0.362	\$0,399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0,00
Non Recurring Charges	\$0.00

Customer	
Svc Address	
Floor	
Clty/State	
Zip	, where the



Telecommunications Master Service Agreement Date Quote was generated on this date and is valid for 30 days Move/Transfer Customer Bill Name Svc Address Sec Bill Name Floor Bill Address City/State Fir/Room Zip City/State Zip **Customer Contact Billing Contact** Contact Tel # Contact Tel # Tax Exempt: No **Switched Local Services** Switched Local Services Monthly Unit Monthly Total Qty Monthly Total/Facility/Internet 199.00 Non Reoccurring Charges Waived Schedule Term Switched Local Services Additional Schedules Attach Term National Services **Facility Services** 36 Month Internet Services X 36 Month Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below agrees to the individual terms and pricing in the attached schedules

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

Title

epresentative

Authorized Distribution

utie

Date

Term of Agreement Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: 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.

Termination Penalties: Cancellation of Service by the Customer:

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- 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) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

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.

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

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's

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall 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 or delivered electronically. 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 or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tanif 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,

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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such

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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.

Insolvency. If either party fails to perform any material obligation within this Agreement or violaties 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

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.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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.

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.



Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
1				
2		S = 1 = 1		
3				
4				
5				
6		, .		
7				
8				
9				
10				

From/To	Service	Price 36	-	Qty	NRC	Total 36		
1-2	10Mbps/1Mbps Ethernet (transport for IP)	\$95.52		1	Waived	\$95.52		
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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.

All facility 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,



Telecommunications Master Service Agreement

					Renew
as generated on this	date and is valid for 30 days			·····	. Move/Transf
Customer			Bill Name		
Svc Addres	ss		Sec Bill Name		
Floor		_	Bill Address		
City/State		····	Flr/Room		
Zip			City/State	· · · · · · · · · · · · · · · · · · ·	
			Zip _		
Customer C	Contact		Billing Contact		
Contact Tel	#	_	Contact Tel #		
•			7	ax Exem	pt: No
			·	WY EXCIII	pt. 140
	Switc	hed Local			
Switched Lo	ocal Services		Monthly Unit	Qty	Monthly Total
					
		 			
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			-		
		· · · · · · · · · · · · · · · · · · ·			
	Schedule		Term		
	Switched Local Servi	ces			
	Additional Schedules	Attach	Term		1
	National Services	X	36 Month	า	1
	Facility Services				1
	Internet Services]
	Signature by both parties on this do with the master terms and condition the individual terms are	is attached. Cu	stomer signature below	ecordance agrees to	
				·	
Authorize	d Customer Representative		,		
	Title			Title	
·	Date			Date	

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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

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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.

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Schedule 2: National Switched Voice Services

36 Month Agreement _____ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canadian 8xx	\$0.130	\$0.130		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<u>PR & USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Reoccurring Charges	\$0.00

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement Date Renewal Quote was generated on this date and is valid for 30 days Move/Transfer Customer Bill Name Svc Address Sec Bill Name Floor Bill Address City/State Fir/Room Zip City/State Zip **Customer Contact Billing Contact** Contact Tel # Contact Tel # Tax Exempt: No Switched Local Services Switched Local Services Monthly Unit Qty Monthly Total Schedule Term Switched Local Services **Additional Schedules** Attach Term National Services Х 36 Month Facility Services Internet Services Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules? Authorized Customer Representative Title

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Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Chio, the rules of the Public Utilities Commission of Chio, the FCC and the tariffs of BTS

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.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability. 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, lire, 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 of 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; nots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

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 panies by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

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.

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

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.

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall 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 or delivered electronically. 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 or hand deliver payment on that bill.

Arrangements also can be made for credit card or electronic transfer of funds to pay bills. 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

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, extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

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, ailure 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.

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

Insolvency: 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.

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.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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.

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.



Schedule 2: National Switched Voice Services

36 Month Agreement _____ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canadian 8xx	\$0.130	\$0.130		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Reoccurring Charges	<u>\$0.00</u>

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

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Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: 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 lederal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer.

- If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay: A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (8) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

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.

Warranty: Buckeye warrants that Services shall be performed in a limely 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

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall 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 or delivered electronically. 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 or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. 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

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 Indemnitied 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 Indemnitying Party, its employees, agents, representatives, or invitees; and (B) intringement 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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

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 lire, 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 not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

Insolvency: 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

Hazardous Substances: Customer certifies that it is not aware of the presence of any aspestos 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 aspestos or other hazardous substance and to lest 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.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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 littings 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.

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.



Schedule 2: National Switched Voice Services

36 Month Agreement ____ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canadian 8xx	\$0.130	\$0.130		Alaska	\$0.51
International	Canada	.\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Reoccurring Charges	\$0.00

Customer	10 mm	
Svc Address		
Floor		
City/State		
Zip		