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

April 16, 2007

Filing 1

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)

In the Matter of the Application of Buckeye TeleSystem, Inc. ) Case No. 07-1017-TP-AEC  
to approve certain contracts.

Name of Registrant(s) Buckeye TeleSystem, Inc.  
Address of Registrant(s) 5566 Southwyck Blvd., Toledo, Ohio 43614  
Company Web Address www.buckeyetelesystem.com  
Regulatory Contact Person(s) Thomas K. Dawson Phone 419-724-9802 Fax 419-724-7074  
Regulatory Contact Person's Email Address askus@buckeye-tesystem.com  
Contact Person for Annual Report Thomas K. Dawson Phone 419-724-9802  
Consumer Contact Information Joye Stevens Phone 419-724-3863  
Date: April 16, 2007 TRF Docket No: 90- 9037 -TP-TRF

Motion for protective order included with filing?  Yes  No  
Motion for waiver(s) filed affecting this case?  Yes  No [Note: waiver(s) tolls any automatic timeframe]  
Company Type (check all applicable):  CTS (IXC)  ILEC  CLEC  CMRS  AOS  
 Other (explain) \_\_\_\_\_

**NOTE:** This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-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 preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.**

**I. 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
  - 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)
- 5 (ACN) 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) LEC Merger (30-day approval, 10 copies)
- 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
  - a. CLEC (60-day approval, 10 copies)
  - b. ILEC (NOT automatic, 10 copies)
- 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- 14 (NAG) 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 error, etc. (0-day notice, 10 copies)
  - c. Withdrawal of service (0-day notice, 10 copies)
- 19 Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

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)

- 25 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:**

<input type="checkbox"/>	[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.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[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.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[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.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[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. 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 and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[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.
<input type="checkbox"/>	[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.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 20-21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases <b>must</b> be within an approved range of rates. <input type="checkbox"/> <b>SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff</b>
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input checked="" type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: <a href="http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357">http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357</a> ).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. <b>If Mirroring Large ILEC</b> exchanges for both serving area and local calling areas: • <b>Serving area</b> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <b>Local calling areas</b> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. <b>If Self-defining</b> serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <b>Serving Area</b> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <b>Local Calling Areas</b> must be described in the tariff through textual delineation and clear maps. Maps for self-defined <b>serving and local calling areas</b> are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

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

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:**

- Sales tax
- Minimum Telephone Service Standards (MTSS)
- Surcharges

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:**

- 1+ IntraLATA Presubscription

**SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):**

- Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- Emergency Services Calling Plan [Required if toll service provided]
- Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- Service Connection Assistance (SCA) [Required for all LECs]
- Local Number Portability and Number Pooling [Required for facilities-based LECs]
- Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

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

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

V. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AFFIDAVIT**

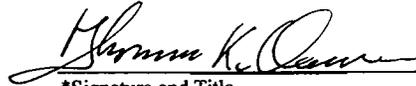
***Minimum Telephone Service Standards***

I am an officer of the applicant corporation, Buckeye TeleSystem, Inc., and am authorized to make this statement on its behalf.  
(Name of Company)

I attest that these tariffs comply with the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

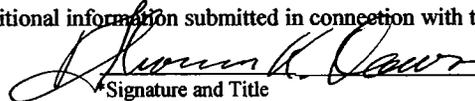
Executed on April 11, 2007 at Toledo, Ohio  
(Date) (Location)

 Vice President April 11, 2007  
\*Signature and Title Date

***\* This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

**VERIFICATION**

I, Thomas K. Dawson, verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

 Vice President April 11, 2007  
\*Signature and Title Date

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

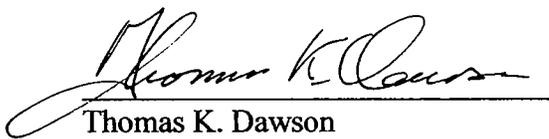
***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**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**

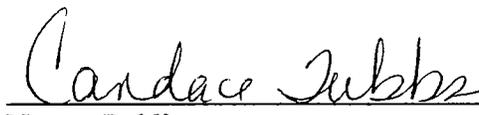
**AFFIDAVIT**

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 8/25/08



### Master Terms & Conditions

**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 prorated 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 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.

**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				
3				
4				
5				
6				
7				
8				
9				
10				

From/Fo	Service		Price 60	Qty	NRC		Total 60
1-2	T1		\$445.00	5	waived		\$2,225.00

**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.



Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New   
 Renewal   
 Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Essential Lines	\$ 21.95	13	\$ 285.35
Monthly Total/Switched			\$ 285.35
Monthly Total/Switched/Facility/Internet			\$ 686.35
Non Recurring Charges			Waived

Schedule		Term
Switched Local Services		36 Month
Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services	X	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.

\_\_\_\_\_  
 Authorized Customer Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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

#### Master Terms & Conditions

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

**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.

**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	<u>Off Shore</u>		
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

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; 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 &amp; 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 \_\_\_\_\_



Schedule 3: Facility Services

Site	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	2 Mbps Ethernet (transport for IP)	\$192.48	1	Waived	\$192.48

**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

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New

Renewal

Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
ISDN PRI Package/Voice/Flat (incl in price)	\$ 415.00	1	\$ 415.00
DS-1 Link (transport for PRI)	\$ 180.00	1	\$ 180.00
DID # Group of 20	\$ 2.25	4	\$ 9.00
Monthly Total/Switched			\$ 604.00
Monthly Total/Switched/Facility/Internet			\$ 1,199.95
Non Reoccurring Charges			Waived

Schedule		Term
Switched Local Services		36 Month
Additional Schedules	Attach	Term
National Services		
Facility Services	X	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 hereby agrees to the individual terms and pricing in the attached schedules.

\_\_\_\_\_  
 Authorized Customer Representative

\_\_\_\_\_  
 Date

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

#### Master Terms & Conditions

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

**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				
3				
4				
5				
6				
7				
8				
9				
10				

From/To	Service	Price 36		Qty	NRC	Total 36	
1-2	3Mbps Native LAN Extension (transport for IP)	\$286.06		1	Waived	\$286.06	

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

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New

Renewal

Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 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	X	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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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

#### Master Terms & Conditions

**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 prorated 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

**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.

**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	<u>Off Shore</u>		
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

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; 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 &amp; 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 \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New   
 Renewal  Upgrade  
 Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Monthly Total/Facility/Internet			\$ 548.99
Non Reoccurring Charges			Waived

Schedule		Term
Switched Local Services		
Additional Schedules	Attach	Term
National Services		
Facility Services	X	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.

\_\_\_\_\_  
 Authorized Customer Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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

#### Master Terms & Conditions

**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.

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#### **Termination Penalties: Cancellation of Service by the Customer:**

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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 prorata 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 is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the 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, 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

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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.

**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				
3				
4				
5				
6				
7				
8				
9				
10				

From/To	Service	Price 36	Qty	NRC	Total 36
1-2	3 Mbps Native LAN Extension (transport for IP)	\$263.52	1	Waived	\$263.52

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

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New

Renewal

Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 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	X	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

Date

Date

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- (C) The prorata portion of a Retention Incentive Offer provided by Company 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 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.

**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	<u>Off Shore</u>		
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

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; 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 &amp; USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

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

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_



Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New

Renewal

Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 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	X	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  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Date

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

#### Master Terms & Conditions

**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 BTE.

**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 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, 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.

**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	<u>Off Shore</u>		
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

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; 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 &amp; USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

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

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_



Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New

Renewal

Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total

Switched Services Term	
------------------------	--

Additional Schedules	Attach	Term
National Services	X	12 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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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

#### Master Terms & Conditions

**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 prorated 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

**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

**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)

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>	<u>Intrastate</u>	<u>Interstate</u>	<u>Off Shore</u>		
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

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK&amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; 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 &amp; USVI</u>	\$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

New    
 Renewal    
 Move/Transfer

Customer \_\_\_\_\_   
 Svc Address \_\_\_\_\_   
 Floor \_\_\_\_\_   
 City/State \_\_\_\_\_   
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_   
 Sec Bill Name \_\_\_\_\_   
 Bill Address \_\_\_\_\_   
 Flr/Room \_\_\_\_\_   
 City/State \_\_\_\_\_   
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_   
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_   
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services	Monthly Unit	Qty	Monthly Total

Switched Services Term	
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Additional Schedules	Attach	Term
National Services	X	12 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 \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

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

### Master Terms & Conditions

**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 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 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 premises 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)

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	<u>Off Shore</u>		
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

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; 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 &amp; USVI</u>	\$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

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New   
 Renewal   
 Move/Transfer

Customer  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact  
 Contact Tel # \_\_\_\_\_

Billing Contact  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total

Switched Services Term	
------------------------	--

Additional Schedules	Attach	Term
National Services	X	12 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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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

#### Master Terms & Conditions

**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 prorated 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 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.

**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)

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	<u>Off Shore</u>		
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

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; 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 &amp; USVI</u>	\$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

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New   
 Renewal   
 Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
<b>Monthly Total/Facility/Internet</b>			<b>\$ 199.99</b>
Non Recurring Charges			Waived

Switched Services Term	
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Additional Schedules	Attach	Term
National Services		
Facility Services	X	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.

\_\_\_\_\_  
 Authorized Customer Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

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

#### Master Terms & Conditions

**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 prorated 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.

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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.

**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 (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.

**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				
3				
4				
5				
6				
7				
8				
9				
10				

From/To	Service	Price 36	Qty	NRC	Total 36
1-2	8Mbps/1Mbps Ethernet (transport for IP)	\$96.00	1	Waived	\$96.00

**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.



Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New   
 Renewal   
 Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Fir/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
<b>Monthly Total/Switched/Facility/Internet</b>			<b>\$ 139.99</b>
Non Recurring Charges			Waived

Switched Services Term		
Additional Schedules	Attach	Term
National Services		
Facility Services	X	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.

\_\_\_\_\_  
 Authorized Customer Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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

#### Master Terms & Conditions

**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 pro-rata 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, or

**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.

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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.

**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				
3				
4				
5				
6				
7				
8				
9				
10				

From/To	Service	Price 36	Qty	NRC	Total 36
1-2	5Mbps/1Mbps Ethernet (transport for IP)	\$67.20	1	Waived	\$67.20

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

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New   
 Renewal   
 Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Business Line Essential	\$ 21.95	10	\$ 219.50
			\$ -
			\$ -
			\$ -
			\$ -
Monthly Sub-Total/Switched			\$ 219.50
Monthly Total/Switched/Facility/Internet			\$ 419.49
Non Recurring Charges			\$ -

Switched Services Term	36 Month
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Additional Schedules	Attach	Term
National Services		
Facility Services	X	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.

\_\_\_\_\_  
 Authorized Customer Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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#### Master Terms & Conditions

**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:**

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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 prorated 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.

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**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 information.

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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.

**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				
3				
4				
5				
6				
7				
8				
9				
10				

From/To	Service	Price 36	Qty		NRC	Total 36
1-2	1Mbps/10Mbps Ethernet (transport for IP)	\$96.00	1		Waived	\$96.00

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.



Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New   
 Renewal   
 Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
<b>Monthly Total/Switched/Facility/Internet</b>			\$ 199.99
Non Recurring Charges			Waived

Switched Services Term	
------------------------	--

Additional Schedules	Attach	Term
National Services	X	MTM
Facility Services	X	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.

\_\_\_\_\_  
 Authorized Customer Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

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

#### Master Terms & Conditions

**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 charge 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 prorata portion of a Retention Incentive Offer provided by Company to Customer, and
- 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 either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or

**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 power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbances, 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 premises 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**  
 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	<u>Off Shore</u>		
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

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; 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 &amp; USVI</u>	\$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 \_\_\_\_\_



Schedule 3: Facility Services

Site	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	10Mbps/1Mbps Ethernet (transport for IP)	\$96.00	1	Waived	\$96.00

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.



Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New   
 Renewal   
 Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 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	X	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 \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

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

#### Master Terms & Conditions

**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.

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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:

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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 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.

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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 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.

**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)

Port Clinton, OH Switchless LD

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	<u>Off Shore</u>		
Outbound 1+	\$0.045	\$0.045	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.045	\$0.045		US Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; 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 &amp; USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

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

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_



Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New   
 Renewal   
 Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 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	X	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 schedule.

---

Authorized Customer Representative \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

### Master Terms & Conditions

**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.

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**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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**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

**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)

Defiance, OH Switchless LD

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	<u>Off Shore</u>		
Outbound 1+	\$0.045	\$0.045	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.045	\$0.045		US Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	-\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; 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 &amp; USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

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

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_



Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New   
 Renewal   
 Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact Lisa Cordier  
 Contact Tel # 419-841-8521

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Monthly Total/Switched/Facility/Internet			\$ 199.99
Non Recurring Charges			Waived

Switched Services Term		
Additional Schedules	Attach	Term
National Services		
Facility Services	X	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.

\_\_\_\_\_  
 Authorized Customer Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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

#### Master Terms & Conditions

**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 prorated 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 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 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 3: Facility Services

Site	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	10Mbps/1Mbps Ethernet (transport for IP)	\$96.00	1	Waived	\$96.00

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.



Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New   
 Renewal   
 Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Fir/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Essential Business Line	\$ 23.95	3	\$ 71.85
Monthly Total/Switched			\$ 71.85
Non Recurring Charges			Waived

Switched Services Term	36 Month
------------------------	----------

Additional Schedules	Attach	Term
National Services	X	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	Title
_____	_____
Date	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 ("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.

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**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:**

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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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**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	<u>Off Shore</u>		
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
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; 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 &amp; USVI</u>	\$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 \_\_\_\_\_



### Master Terms & Conditions

**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 prorated 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 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.

**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				
3				
4				
5				
6				
7				
8				
9				
10				

From/To	Service	Price 36	Qty	NRC	Total 36
2-3	10Mbps Ethernet Pt to Pt	\$325.00	1	Waived	\$325.00

**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.



Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New   
 Renewal   
 Move/Transfer

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
ISDN PRI Pkg/Voice/Flat*	\$ 415.95	1	\$ 415.95
DS-1 Link (Transport for PRI)	\$ 180.00	1	\$ 180.00
Essntial Business Line	\$ 21.95	3	\$ 65.85
*Flat Rate Usage			
Monthly Sub-Total/Switched			\$ 661.80
<b>Monthly Total/Switched</b>			<b>\$ 661.80</b>
Non Recurring Charges			Waived

Switched Services Term	36 Month
------------------------	----------

Additional Schedules	Attach	Term
National Services	X	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

\_\_\_\_\_  
 Date

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

### Master Terms & Conditions

**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.

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**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

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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 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.

**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	<u>Off Shore</u>		
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
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; 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 &amp; USVI</u>	\$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 \_\_\_\_\_