

Vorys, Sater, Seymour and Pease LLP

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Founded 1909

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July 30, 2008

Part I

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

RE:

Case No. 08-1017-TP-CTR Buckeye Telesystem, Inc. Approval of 30 Contracts

Dear Ms. Jenkins:

Please find attached an electronic copy of a completed Telecommunications Application Form and 30 contracts between Buckeye TeleSystem, Inc. and 30 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

CLEVELAND

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS

(Effective: 09/19/2007) (Pursuant to Case No. 06-1345-TP-ORD)

TRF Docket No. 90- <u>9037 - TP-TRF</u>

In the Matter of the Application of Buckeye TeleSystem, Inc.)

to approve certain contracts			1017 - TP - <u>CTR</u> ave reserved a Case # or a fields BLANK.	re filing a Contract,
Name of Registrant(s) Buckeye TeleSystem,	Inc.			
DBA(s) of Registrant(s) Buckeye TeleSystem	L			
Address of Registrant(s) 5555 Airport Highway	ay, Suite 110 Toledo,	Ohio 43615		
Company Web Address www.buckeyetelesys				
Regulatory Contact Person(s) Thomas K. Day		Phone <u>419-</u>	724-9802 Fax 4	119-724-7074
Regulatory Contact Person's Email Address		system.com		
Contact Person for Annual Report Thomas K	. Dawson		Phone 4	119-724-9802
Address (if different from above)				
Consumer Contact Information Lauri Christy			Phone 4	119-724-3866
Address (if different from above) 4818 Angol		io 43615		
Motion for protective order included with filin Motion for waiver(s) filed affecting this case?		e: Waivers may toll an	ny automatic timefram	e.]
Section I – Pursuant to Chapter 4901:1	1-6 OAC – Part I –	Please indicate the	Carrier Type and	the reason for
submitting this form by checking the bo				
NOTES: (1) For requirements for various applicat	ions, see the identified sec	tion of Ohio Administrat	ive Code Section 4901 a	nd/or the
supplemental application form noted.		* ** * * * *		
(2) Information regarding the number of copies red www.puco.ohio.gov under the docketing information				
division at the offices of the Commission.	m system section, by catti	ng the docketting division	ut 014-400-4095, or by	visiting the aocketing
Carrier Type Other (explain below)		MOLEO	I D oro	T 400/100
Carrier Type Other (explain below) Tier 1 Regulatory Treatment	☐ ILEC	☐ CLEC	☐ CTS	AOS/IOS
	TRF 1-6-04(B)	☐ TRF 1-6-04(B)		
Change Rates within approved Range	(0 day Notice)	(0 day Notice)		
New Service, expanded local calling area,	☐ ZTA 1-6-04(B) (0 day Notice)	☐ ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions,	☐ ATA 1-6-04(B)	ATA 1-6-04(B)		
Introduce non-recurring service charges	(Auto 30 days)	(Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	☐ ATA <i>1-6-04(B)</i> (Auto 30 days)	ATA 1-6-04(B) (Auto 30 days)		
	CTR 1-6-17	CTR 1-6-17		
Business Contract	(0 day Notice)	(0 day Notice)		
Withdrawal	☐ ATW 1-6-12(A)	☐ ATW 1-6-12(A)		
Data di Carrie di Dia	(Non-Auto)	(Auto 30 days) SLF 1-6-04(B)		
Raise the Ceiling of a Rate	Not Applicable	(Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring	☐ TRF 1-6-05(E)	☐ TRF 1-6-05(E)		7
service charges	(0 day Notice)	(0 day Notice)		
Residential - Introduce New Tariffed Tier	TRF 1-6-05(C)	☐ TRF 1-6-05(C)	TRF 1-6-05(C)	
2 Service(s) Residential - Change Rates, Terms and	(0 day Notice)	(0 day Notice)	(0 day Notice)	
Conditions, Promotions, or Withdrawal	☐ TRF 1-6-05(E) (0 day Notice)	TRF 1-6-05(E) (0 day Notice)	TRF 1-6-05(E) (0 day Notice)	
	CTR 1-6-17	☐ CTR 1-6-17	CTR 1-6-17	
Residential - Tier 2 Service Contracts	(0 day Notice)	(0 day Notice)	(0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
	L	I	L	<u> </u>

Section I - Part II - Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS		
Certification (See Supplemental ACE form)		ACE 1-6-10 (Auto 30 days)	ACE 1-6-10 (Auto 30 days)	ACE 1-6-10 (Auto 30 days)		
Add Exchanges to Certificate	ATA 1-6-09(C) (Auto 30 days)	AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form			
Abandon all Services - With Customers	☐ ABN 1-6-11(A) (Non-Auto)	ABN 1-6-11(A) (Auto 90 day)	☐ ABN <i>1-6-11(B)</i> (Auto 14 day)	ABN 1-6-11(B) (Auto 14 day)		
Abandon all Services - Without Customers		☐ ABN <i>1-6-11(A)</i> (Auto 30 days)	☐ ABN <i>1-6-11(B)</i> (Auto 14 day)	☐ ABN <i>1-6-11(B)</i> (Auto 14 day)		
Change of Official Name	☐ ACN <i>1-6-14(B)</i> (Auto 30 days)	ACN 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)		
Change in Ownership	ACO 1-6-14(B) (Auto 30 days)	ACO 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice) (
Merger	☐ AMT 1-6-14(B) ☐ AMT 1-6-14(B) ☐ CIO 1-6-14(B) (O day Notice)		CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)		
Transfer a Certificate	☐ ATC 1-6-14(B) (Auto 30 days)	☐ ATC <i>1-6-14(B)</i> (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)		
Transaction for transfer or lease of property, plant or business ATR 1-6-14(B) ATR 1-6-10 (Auto 30 days) (Auto 30 days)			CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)		
Procedural						
Designation of Process Agent(s) TRF						
All Section I applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s).						
Exhibit Description:						
A The tariff pages subject to the proposed change(s) as they exist before the change(s)						

A The tariff pages subject to the proposed change(s) as they exist before the change(s)

B The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.

C A short description of the nature of the change(s), the intent of the change(s), and the customers affected.

D A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section II - Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or	NAG	□ NAG		
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	☐ ARB (Non-Auto)	☐ ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		☐ ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	☐ ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier supension or modifiction	UNC (Non-Auto)	UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	UNC (Non-Auto)	UNC (Non-Auto)		
CMRS Providers See 4901:1-6-15	RCC [Registration & Change in Operations] (0 day) NAG [Interconnection Agreement or Am (Auto 90 days)			ment or Amendment]
Other* (explain)	error and the second se	ALEXANDER MAN CONTRACTOR OF THE PARTY OF THE		

^{*}NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Buckeye TeleSystem, Inc. (Name)

, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede 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 (Date) 7-23-08

at (Location) Toledo, Ohio

*Signature and Title Klown K. CauM
Vice President

applicant.

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

VERIFICATION

Vice President

I, Thomas K. Dawson
verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted
here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.
*(Signature and Title) Menn K. Cause President (Date) 7-23-08
*(Signature and Title) Vice President (Date) 7-23-08
*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 180 East Broad Street, Columbus, OH 43215-3793

Make such filing electronically as directed in Case No 06-900-AU-WVR

AFFIDAVIT

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

I, Thomas K. Dawson, Vice President of 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 28th day of July 2008.

Notary Public

PENNY LEAC PERRUNESion expires 05/23/12.

Notary Public, State of Ohio
My Commission Expires 05-23-2012



Date	par 1-	٠,	•	,	
CMIC					

Tax Exempt: No

Schedule	Attached	Term
Switched Local Services	Х	36 Months
National/Long Distance Services	Х	36 Months
Facility Transport and Lease Space Services		
Internet Access Services	X	36 Months

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at

1

Switched Local Service Schedule

	Qty	T	MRC		Total	NRC
Service	5	\$		\$	109.75	Waived
ssential Line						
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	arrens is reales stateds in a	ATA 1. 18.674	and the second of the second	da mante at	109.75	Waiver
Monthly Total				\$	1111	
Renewal Incentive Offer - One Time Credit	Ť	\$	(109.75)	\$	(109.75)	

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Station/Centrex services to annihum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the Term: Customer agrees to a minimum term ("Term") for each Service, the Customer transitions to the initial Term or any renewal Term in a service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a service installation.

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS. This advantable to the warranty.

UPS. This paragraph is not a warranty.

LPS. This paragraph is not a warranty.

E.911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911

CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY THE VOIP EQUIPMENT IS MOVED, AND THE ORIGINAL SERVICE ADDRESS OF THE VOIP EQUIPMENT IS MOVED.

ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO EMERGENCY 911 SERVICE.

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them, at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them, Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-8888.



Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Sustomer. Agreement, the following words shall have the meanings:

Service is to be solely consumed by the commercial business (end user) and is not for resale. **Authorized**

Long Distance Service provided via a Special Access Circuit.

Point at which the service provider network ends and connects with the wiring/distribution at the <u>Dedicated</u> Demarcation

customer premise

Foreign Exchange is a number foreign to a central office and is not provided E-911 service.. <u>FX</u>

Commercial Business Line or Digital/Basic Rate Interface Line level service Line

Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization,

Emergency Contacts, and Telephone Number Directory Information. Master Service Agreement

Monthly Charge for Service

Monthly Recurring Charges Minimum Telephone Service Standards as defined by State Regulatory Commissions

MTSS One-Time Charge for Service

Non-Recurring Charges Point-of-Presence for Interexchange Carrier Services

Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and POP Schedule(s)

additional Terms and Conditions of the Agreement.

Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Service(s)

Extension.

Any company provided equipment for the purpose of providing service. Service Equipment

Physical document that describes the services purchased and to be billed to customer. Service Order

Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have SPAM.

not specifically opted or chosen to receive it.

Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who SPIT

have not specifically opted or chosen to receive it.

Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.

Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service Special Access

Long Distance Service provided in conjunction with Local Voice Service Station

Switched Long Distance Service provided without Local Voice Service

Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service Switch-less <u>Trunk</u>

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 BTS. BTS 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 Services at the

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 for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer ice any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. 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. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and accordance with MTSS provisions. moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

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

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. 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 BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts 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 BTS Network physical interface or protocol

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its wantenance. Dro shall be responsible for the maintenance of the Bro Network and its dervice Equipment and shall have the right to shall be described to the shall be responsible for the maintenance of the Bro Network and its dervices. Bro shall be responsible for the maintenance of the Bro Network and its dervices Equipment and shall have the right to shall be responsible for the maintenance of the Bro Network and its dervices. Bro Shall be responsible for the maintenance of the Bro Network and its dervices and equipment not furnished by BTS or to repair damage or cure interruptions caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

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

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS 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 of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, 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-reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-reasonable or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, out, trade dispute or labor disturbance, the act or of God, inclement weather, failure o

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (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.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

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

<u>Transfer and Assignments</u>: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

<u>Default</u>: If either party fails to perform any material obligation under 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 written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

National/Long Distance Service Schedule

	THE STATE OF THE S
	\$0.00
Monthly Commitment	\$0.00
Non Reoccurring Charges	30.00
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	The state of the s	VALUE .	Αc	ceptance of Term:	Initial	
Month-to-Month	Intrastate	Interstate		Off Shore		\$0.11
<u>Domestic</u> Outbound 1+		\$0.06		Outbound +1	Js Virgin Islands	\$0.11
Inbound 8xx	\$0.06	\$0.06		Missi	Alaska Hawaii	\$0.51 \$0.07
International	Çanada	\$0.05			Havan	
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International	ÇŞIIQUU					
			Acceptance	of Term:	Initial	
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Inbound 8xx	\$0,049	\$0.049			Alaska	\$0.51
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24 Months			Off Shore	l	60.44
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inbound 8xx	\$0.440	\$0.440		Alaska	\$0.51
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International	Carrage			E 17 (5)	(AW)
	1,000	The state of the s	Acceptance of Term:	Initial	170.11
36 Months		Interstate	Off Shore	1	\$0.11
Domestic	Intrastate	\$0.029	Outbound +1	Puerto Rico	
Outbound 1+	\$0.029			US Virgin Islands	\$0.51
Inbound 8xx	\$0.035	\$0.035		Alaska	\$0.07
Canada 8XX	\$0.13	\$0.13		Hawaii	\$0.07
International	Çanada	\$0.05			
THE STATE OF THE S			1,000	1	

	International	Çallada		 - College	es man	
-	Calling Cards From: / To:	Continental US	AK& HI \$0,423	 PR & USVI \$0.179	<u>Guam</u> \$0.328 \$0.487	N Mariana IS. \$0.365 \$0.524
9	ontinental US AK & Hi Canada PR & USVI	\$0.490 \$0.294	\$0.625 \$1,170 \$0.575	\$0.625 \$0.412 \$0.679	\$0.362 \$0.377	\$0.399 \$0.414
l	F 17 LL				a Land Audio C	Conferencing Voice

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Hauf Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-second increments. In the International calls will vary depending on destination/country called. Calling card rates are based upon origination and Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and Term. Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon Term. Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any reason in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason direct and/or third party expenses to provide Service to the Customer

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeyo-tolosystem.com and any National Services Terms and Conditions listed above or available at www.buckeyo-telesystem.com. They are authorized to make this decision on behalf of the customer, listed above or available at www.buckeyo-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.



Telecommunications Master Service Agreement

	resease master dervice Agreement	New [_
Date		Renewal	,
Quote wa	s generated on this date and is valid for 30 days	Move/Transfer	

Switched Local Services

Switched Local Services	Mor	thly Unit	Qty	Mor	thly Total
Essential Lines	\$	21.95	10	\$	219.50
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
Monthly Total/Switched				\$	-
Monthly Total/Switched/Facility/Internet				\$	219.50
Non Reoccurring Charges				\$	_

Schedule Switched Local Service	ces	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

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 denieral: The service is furnished on the controlled fluctuation will be used only for additionable and navior purposes. The service is official support 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, or equipment due to causes not reasonably within its control, including but not littlifed to acts or dou, its, nood, expression, or other catastrophies, any late, creating put not littlifed to acts or dou, its, nood, expression, or other catastrophies, any late, creating put not littlifed to acts or dou, its, nood, expression, or other catastrophies, any late, creating state and local governments having or claiming jurisdiction over the Company, or of any 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.

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

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

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

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

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other service shall be mailed or delivered electronically. 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. Communications, except that the Company may designate a separate address on each oill for service to which the costonier shall mail or hand deriver payment or that oil.

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

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 Indemnified Party, its employees, agents, 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

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 substances: Customer cerules that it is not aware of the presence of any aspessos of other nazardous substance (as defined by any applicable state, retreat, rocal 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 premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye, Performance obligations under this Agreement shall be extended removal or containment has been completed and approved by the appropriate governmental agency and Buckeye, Performance obligations under this Agreement shall be extended removal or containment has been completed and approved by the appropriate governmental agency and Buckeye, Performance obligations under this Agreement without further 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

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.

					
Domestic	Intrastate	Interstate	Off Shore		40.44
		\$0.029	Outbound +1	Puerto Rico	\$0.11
Outbound 1+	\$0.029			US Virgin Islands	\$0.11
Inbound 8xx	\$0.035	\$0.035			\$0.51
				Alaska	
	Canada	\$0.05		Hawaii	\$0.07
International	Cariaua	Ψ0.00			

<u>Calling Cards</u>			DD 8 11CVI	Guam	N Mariana IS.
From: / To:	Continental US		PR & USVI		\$0.365
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	
AK & HI		\$0.625	\$0.625	\$0.487	\$0.524
	+- 004	\$1.170	\$0.412	\$0.362	\$0.399
<u>Canada</u>			\$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	φυ.079	+	

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

LD Rate Hunting



Activity | Telephone Number

Type of Service

Rate

Retali Master Service Agreement Small Business Service Schedule

Addi Features

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			_	_		1	2			
		Co	ontra	ct Term	24 Months		E.	\$250.00	installation fe	a Walved

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 too the Company by the Customer had the contract run to term

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

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

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 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.



Date Quote was generated on this date and is valid for 30 days	Mova/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 Build Required? Yes

Switched Local Services	Mon	thly Unit	Qty	Mor	nthly Total
Essential Lines	\$	21.95	11	\$	241.45
Monthly Total/Switched				\$	241.45
Monthly Total/Switched/Facility/Internet Non Reoccurring Charges				\$	381.44 Waived

Schedule	(Term
Switched Local Service	es	36 Month
Additional Schedules	Attach	Term
National Services	Х	36 Month
Facility Services	X	36 Month
Internet Services	X	36 Month

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeya TeleSystem (BTS). Term term or agreement. Containing agrees to a minimum term renguland service type as transated in the adaptived scribed and the provided by discarded the length of the initial term transitions to a Month-To-Month agreement for any reason 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 evailability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

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

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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or puritive damages to the Customer as a result of any Company 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 exuses 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.

I emination renames: 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

(A) All Non-Recurring Charges reasonably expended by Company on a consolidation of termination of t

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

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unemforceable, 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 engagement. terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the egreement

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 egulpment.

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, De mailleu or delivered electronic drains. The company shall designate out alle control of all address on 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 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 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 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 except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment and the title of the customer shall mail or hand deliver payments also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment and the title of the customer shall mail or hand deliver payments also can be made except that the Customer shall mail or hand deliver payments also can be made except that the customer shall mail or hand deliver payments are considered to the customer shall mail or hand deliver payments are considered to the customer shall mail or hand deliver payments are considered to the customer shall mail or hand deliver payments are considered to the customer shall mail or hand deliver payments are considered to the customer shall mail or hand deliver payments are considered to the customer shall mail or hand deliver payments are considered to the customer shall mail or hand deliver payments are considered to the customer shall mail or hand deliver payments are considered to the customer shall mail or hand deliver payments are considered to the customer sha 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, 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, extent the loss, destruction, damage, death, or injury to persons, to the extent the loss, destruction, damage, death, or injury to persons, to the extent the loss, destruction, damage, death, or injury to persons, to the extent the loss, destruction, damage, death, or injury to persons, to the extent the loss, destruction, destruction, death, or injury to persons, to the extent the loss, destruction, death, or injury to persons, to the extent the loss, destruction, death, or injury to persons, to the extent the loss, destruction, death, or injury to persons, to the extent the loss, destruction, death, or injury to persons, to the extent the loss, destruction, death, or injury to persons, to the extent the loss, destruction, death, or injury to persons, to the extent the loss of the extent the extent the loss of the extent the extent the loss of the extent the examiliation in the second of 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 fariff 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, limiting and use of such

Force Majeurs: 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 suthorities, 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

Default: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured persund: If entire party tails to perform any material obligation within the other party, then the other party shall have the right to terminate this Agreement upon written notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice from the other party.

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local Hazardous 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 relimburse 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 Equipment are installed at the Sites and in accordance with the specifications

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any appearatus 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 attention to the Buckeye Network physical interface or protocol used by the Customer in using



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.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
		\$0.13		Alaska	\$0.51
Canada 8XX	Canada	\$0.05		Hawaii	\$0.07
International	Canada	φ0.00			

Calling Cards					N Mariana IS.
From: / To:	Continental US	AK& HI	PR & USVI	Guam	
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
AK & HI		\$0.625	\$0.625	\$0.487	\$0.524
		\$1,170	\$0,412	\$0.362	\$0.399
<u>Canada</u>				\$0.377	\$0,414
PR & USVI	\$0.211	\$0.575	\$0.679	φυ.311	Ψ0.414

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

Customer	
Syc Address	
Floor	
City/State	
Zip	



Date

	<i>)</i> ••	,					
Customer					Bill Name		
Svc Address	,		· · · · · · · · · · · · · · · · · · ·	- 1	Sec Bill Name	•	;
Floor				,	Bill Address	V	·
City/State			•		Fir/Room		
Zip	• •				City/State		
					Zip		
Customer Cor	ntact				Billing Contact		
Contact Tel #			}		Contact Tel #		

Switched Local Services	Mor	thly Unit	Qty	Mo	nthly Tota
Essential Line	\$	21.95	3	\$	65.85
		,		+	
Monthly Total/Switched				\$	87.80
Monthly Total/Switched/Facility				\$	342.80
Non Reoccurring Charges					Waived

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

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.

overning 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 Emittation of Etablity. The company will not be liable for any fitting of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer.

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

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

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

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

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 Customer may also designate a separate address to except that 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 except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

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

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

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement rorce majeure: retinier party shall be liable to the other for any loss of damage which may be suitered by the other party, or for any rather to perform the obligations driver and a registrict 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

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 Substances: Customer ceruties that it is not aware or 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 saild 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

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



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.

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

Calling Cards					
	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI		\$0.625	\$0.625	\$0.487	\$0.524
Canada		\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI		\$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	Control of the second



Date Quote was generated on this da	ons Master Service Agreement	New ☐ Renewal ☑ IP Upgrade Move/Transfer ☐
Customer Svc Address Floor City/State Zip	Bill Name Sec Bill Name Bill Address Flr/Room City/State Zip	
Customer C Contact Tel	Billing Contact Contact Tel #	
1 "	Tax Exempt? No Build Required? No	

Switched Local Services	Mo	nthly Unit	Qty	Мо	nthly Total
ISDN PRI Package/Voice/Flat Rat (included)	\$	415.00	1	\$	415.00
DS-1 Link (transport for PRI)	\$	180.00	1	\$	180.00
Essential Line	\$	21.95	8	\$	175.60
Monthly Total/Switched				\$	770.60
Monthly Total/Switched/Facility/Internet				\$	1,575.60
Non Reoccurring Charges					Waived

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

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 too the Company by the Customer had the contract run to term.

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

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

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

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

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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

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

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

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

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

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.

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

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

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

Customer	
Svc Address	
Floor	t .
City/State	
Z ip	



Bill Name Sec Bill Name Bill Address Flr/Room City/State Zip Billing Contact					
Sec Bill Name Bill Address Flr/Room City/State Zip					
Bill Address Fir/Room City/State Zip	Bill Name				
Flr/RoomCity/StateZip	Sec Bill Name				
City/State	Bill Address				
Zip <u>* * * * * * * * * * * * * * * * * * *</u>	Fir/Room		V		
	City/State				
Billing Contact	Zip	7 .			
Billing Contact					
	Billing Contact	121 -			
Contact Tel #	Contact Tel #				
Sales Rep Tax Exempt: No	Sales Rep			Tax Exempt: No	

Date

Schedule	Attached	Term
Switched Local Services	X	12 Months
National/Long Distance Services	Х	12 Months
Facility Transport and Lease Space Services		
Internet Access Services		

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s).

Facismile/Scanned signatures and initials shall be sufficient to bind parties to the agreement and schedules.



Switch-less

Buckeye TeleSystem, Inc. **Retail Master Terms and Conditions**

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Service is to be solely consumed by the commercial business (end user) and is not for resale. Authorized

Long Distance Service provided via a Special Access Circuit. Dedicated

Point at which the service provider network ends and connects with the wiring/distribution at the **Demarcation**

customer premise

Foreign Exchange is a number foreign to a central office and is not provided E-911 service.. <u>FX</u>

Commercial Business Line or Digital/Basic Rate Interface Line level service Line

Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Master Service Agreement

Emergency Contacts, and Telephone Number Directory Information.

Monthly Charge for Service Monthly Recurring Charges

Minimum Telephone Service Standards as defined by State Regulatory Commissions MTSS

One-Time Charge for Service Non-Recurring Charges

Point-of-Presence for Interexchange Carrier Services POP

Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and Schedule(s)

additional Terms and Conditions of the Agreement.

Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Service(s)

Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN

Extension.

Any company provided equipment for the purpose of providing service. Service Equipment

Physical document that describes the services purchased and to be billed to customer. Service Order

Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of **SPAM**

disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have

not specifically opted or chosen to receive it.

Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a SPIT

risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who

have not specifically opted or chosen to receive it.

Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point. Special Access

Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service Station

Long Distance Service provided in conjunction with Local Voice Service

Switched Long Distance Service provided without Local Voice Service

Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service Trunk

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 BTS. BTS 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 Services at the price specified in this Agreement.

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 for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. 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. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

<u>Demarcations</u>: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

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

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. 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 BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts 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 BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its 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 BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

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

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS 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 of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, 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. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (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.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

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

<u>Transfer and Assignments</u>: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

<u>Default</u>: If either party fails to perform any material obligation under 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 written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.



Switched Local Service Schedule

Customer	Contract Type New Term of Agreement
FloorCity/State	Acceptance of Term(initial)
Zip Build Required? No	
Customer Contact	

Service	Qty		MRC		Total	NRC
Essential Lines	13	\$	25.95	\$	337.35	Waived
Port 11 lines as 419.867.1001				\$	-	Waived
Port 419.897.1678,-2690,-2691				\$	-	Waived
Essential lines include 5000 minutes of local usage,						
call forward variable, caller id with name and line				ļ		·
hunting feature.		<u> </u>				
State of the state		327.12	25.00 (25.00 ·	1 F 504 - 14"	Parameter of good and to begin the	Aleston to make the contract of the section
Monthly Total				\$	337.35	Waived
	4			\$	_	

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS.

This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.



International

Canada

National/Long Distance Service Schedule

Customer	Be May be Sund in				
	e eliaden v		-	Contract Type	New
Floor			- Term	of Agreement	12 Months
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7in					
~: P					
Customer Contact	. ,	•			
			- 11. (11. 0	,	′ 00 00
Contact Tel #	<u>-111 </u>		Monthly Commitmer		<u>\$0.00</u>
			Non Reoccurring Ch	narges	<u>\$0.00</u>
Month-to-Month			Acceptance of Term:		
<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.06	\$0.06	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.06	\$0.06		Us Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07
12 Months			Acceptance of Term:		(VIIV)
<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035	l	US Virgin Islands	\$0.11
Canada 8XX	\$0.130	\$0.130		Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07
					,
24 Months			Acceptance of Term:	Initial	
<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.440	\$0.440	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.440	\$0.440	l	US Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07
36 Months			Acceptance of Term:	Initial	
<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035	T L	JS Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51

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

Hawaii

\$0.07

\$0.05

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and termination Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer



Telecommunications Master Service Agreement

Customer		Bill Name	and the second
Svc Address		Sec Bill Name	tetre is to a file
Floor		Bill Address	3 E S 15
City/State		Fir/Room	
Zip		City/State	(I, 2, 5)
		Zip	1.7.2
Customer Conta	ect of the state o	Billing Contact	
Contact Tel#	1, 3, 11, 11	Contact Tel #	

Switched Local Services	Mon	thly Unit	Qty	Mor	nthly Total
Essential Line	\$	21.95	8	\$	175.60
				-	
Monthly Total/Switched				\$	175.60
Monthly Total/Switched/Facility				\$	430.60
Non Reoccurring Charges					Waived

Schedule		Term
Switched Local Services		36 Month
Additional Schedules	Attach	Term
National Services	x	36 Month
Facility Šervices	X	36 Month
Internet Services		

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address Notice: The customer may choose to have notices and bills delivered via U.S Mali, 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 Order an address to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made 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 properly of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

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

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

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

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

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

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

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0,490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI		\$0.575	\$0.679	\$0.377	\$0.414

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

Customer	,	
Svc Address	the traffic	
Floor	-	
City/State	13.74 C. C. S.	
Zip	3.35 A	



	Telecommunications Master Service Agreement	New Renewal Move/Transfer
Quote was generated on this date and is valid for 30 days	· · · · · · · · · · · · · · · · · · ·	
Customer Svc Address Floor City/State Zip	Bill Name Sec Bill Name Bill Address Flr/Room City/State Zip	3, 1 a
Customer Contact Contact Tel #	Billing Contact Contact Tel # Tax Exempt? N Build Required? N	<u> </u>

10	Monthly Un	it	Qty	Mon	thly Total
Switched Local Services	\$ 21.9	95	15	\$	329.25
Essential Line					
		_			329.25
Monthly Total/Switched				\$	323.23
					10/-:
Non Reoccurring Charges					Waived

Schedule Switched Local Service	S	Term 36 Month
Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services		
Internet Services		

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.

verning 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.

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 in a customer terminates services at the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

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

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

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

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

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 Notice: The customer may choose to have notices and bills delivered via 0.5 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 shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or hand deliver payment on that bill. Arrangements 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, 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, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

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

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement 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 nature 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

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous substances. Customer contained that it is not aware of the presence of any assessment of the performance by the performance Buckeye employees or agents 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 encounter any sour substance, costonier agrees to take an necessary steps, at its own expense, to remove or contain the assestes or other necessarious 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 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 shall be extended for the delay 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 Facilities and Equipment. The customer shall provide at all unless suitable secure accommissional and environmental continuous for the customer shall assure that 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 Service Equipment, and an necessary electrical power supplies and other installations and multips and for the continuous 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 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.

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

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



Date Quote w	as generated on this date	-	ns Master Service Agreemen	t New ☐ Renewal ☑ Move/Transfer ☐
	Customer Svc Address Floor City/State Zip		FIr/Room City/State	
	Customer Co Contact Tel #	ntact		x Exempt? No Required? No

Switched Local Services	Mor	thly Unit	Qty	Mont	hly Total
Business Line/Message Rate*	\$	17.50	3	\$	52.50
Voicemail	\$	4.75	1	\$	4.75
*Message Rate billed at \$0.07 per call					
					1
Monthly Total/Switched				\$	57.25
Non Reoccurring Charges					Waived

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

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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 delivered electronically. 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

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 encounter any such substance. Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other nazardous 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, 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.

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

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
AK & HI		\$0.625	\$0.625	\$0.487	\$0.524
Canada		\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI		\$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	Chesho,	
Zip	C_A2 1	



Customer		Bill Name	\. \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Svc Address		Sec Bill Name	
Floor		Bill Address	
City/State		Flr/Room	
Zip		City/State	3 - 1 - 1 - 1 - 1
•		Zip	ac , ;
		4	
Customer Co	ntact	Billing Contact	
Contact Tel #		Contact Tel #	

Switched Local Services	Mon	thly Unit	Qty	Mor	ithly Total
Business Line/ <i>Measured</i> *	\$	17.50	19	\$	332.50
- Lander - L					***************************************
*Measured rate billed @ \$.01 per min.					
Monthly Total/Switched				\$	332.50
Monthly Total/Switched/Facility/Internet				\$	737.50
Non Reoccurring Charges					Waived

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

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

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

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 encounter any such substance, customer agrees to take an necessary steps, at its own expense, to remove or contain the aspessor of other instantous substance and to execute performance under this Agreement until the removal or 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 containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under 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.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.025	\$0.025	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
	Continental US	AK& HI	PR & USVI	<u>Guam_</u>	N Mariana IS.
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
AK & HI		\$0.625	\$0.625	\$0.487	\$0.524
Canada		\$1,170	\$0.412	\$0.362	\$0.399
PR & USVI		\$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	



Date

Customer .	Bill Name
Svc Address	Sec Bill Name
Floor	Bill Address
City/State	Fir/Room
Zip	City/State
	Zip <u>***</u>
Customer Contact	Billing Contact
Contact Tel #	Contact Tel #
•	Tax Exempt? No
·	Build Required? No

Switched Local Services	Mor	thly Unit	Qty	Мо	nthly Tota
Essential Lines	\$	21.95	6	\$	131.70
				+	
				+	
Monthly Total/Switched				\$	131.70
Non Reoccurring Charges					Waived
Customer Acquisition Credit-One Time Credit		(\$131.70)	3		(\$395.10

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

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 jawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

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

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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or segents. 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 lew, 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 provate portion of a Retention incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term

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

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

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 shell 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 bit for service to which the Customer shall mail or hand deliver payment on that bit. Arrangements also can be made for credit card or electronic transfer of funds to pay bits. 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, flabilities, costs, and expenses, including reasonable attorneys fees for (A) any loss, destruction, or damage to properly 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 herain 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, thring and use of such

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any feilure to perform its obligations under the Agreement to the extent that such damage or fallure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, fallure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any 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 relimburse 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: Buckeys 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, educe or impair the overall performance or operation of Services, or require any material atteration to the Buckeye Network physical interface or protocol used by the Customer in using Services



Schodule 2: National Sultched V. Joe-Services 36 Month Agreements

The Access Type and Sarvice designated out his provided in accombines will Commission and the Padds Udition Commission of Otto.

Domestio	Intrastate	irderstate	Of Shore		
Outbound 1+	\$0.020	\$0.020	Outbound +1	Puerte Rico	\$0,11
inbound &cc	\$0.036	\$0.086		US Virgin latenda	\$0.11
Canada 8000	80.13	\$0.13		Algaka	\$0.51
Internal and a	Carredo	\$0.05		Heavel	\$0.07

Calling Cards		·	•	
From: / To: Confinental U	AKAH	PRAUM	- Other	M Mariera R.
Continuent 110 90.123	\$0.423	\$0.179	90,328	\$0.366
AK & 14 . 90.490	\$0.625	\$0.625	90.497	\$0.524
Conside \$0.294	\$1,170	-90,412	\$0.362	* \$0.390
PR & UNVI. \$0.211	\$0.576	\$0.679	\$0.877	\$0,414

Monthly Commitment		20.00
	•	40.00
Non Recurring Charges		254454

Byc Address Floor Clfs/State Zip



Date Move/Transfer Quote was generated on this date and is valid for 30 days Bill Name Customer Sec Bill Name Svc Address Bill Address Floor Flr/Room City/State City/State Zip Zip **Billing Contact Customer Contact** Contact Tel # Contact Tel #

Switched Local Services	Mon	thly Unit	Qty	Mont	thly Total
Essential Lines	\$	19.95	5	\$	99.75
Monthly Total/Switched				\$	99.75

Tax Exempt? No Build Required? No

99.75

Waived

Schedule		Term
Switched Local Services		60 Month
Additional Schedules	Attach	Term
National Services		
Facility Services		
Internet Services		

Monthly Total/Switched/Facility/Internet

Non Reoccurring Charges

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 Ohlo, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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

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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catestrophes; 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 or 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 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 terrift), or if a Customer moves to enother 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, but the Customer bed the contract are to term.

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

Severability: In the event that one or more of the provisions harein 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 largest at the 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 fallure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

Notice: The customer may choose to have notices and bilis delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address Notice: The customer may choose to have notices and other communications, except that the Customer may also designate on the Service Order an appropriate address to which the Company's half deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

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

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

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

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

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

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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 filtings 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

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 detrect 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.



Telecommunications	: Master Service Agreement
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Customer		Bill Name	١.
Svc Address		Sec Bill Name	
Floor		Bill Address	
City/State		Fir/Room	
Zip		City/State	
		Zip	
Customer Conta	ct	Billing Contact	
Contact Tel #		Contact Tel #	

Switched Local Services	Mo	nthly Unit	Qty	Мо	nthly Total
ISDN PRI Pkg/Voice/Flat*	\$	395.95	1	\$	395.95
DS-1 Link (Transport for PRI)	\$	180.00	1	\$	180.00
Essential Lines	\$	19.95	3	\$	59.85
Edocritical Edition					
					635.80
Monthly Total/Switched				\$	
Monthly Total/Switched/Facility/Internet				\$	1,184,75
Non Reoccurring Charges	,				Waived

Schedule Switched Local Servic	es	Term 60 Month
Additional Schedules	Attach	Term
National Services		
Facility Services	Х	60 Month
Internet Services	X	60 Month

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement 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 fallure caused by facilities and equipment not furnished by Buckeye or to repair damage or Interruptions caused by the Customer or Customer's

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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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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 rorce majeure: Neitner party snall be liable to the other for any loss or damage writtn may be suffered by the other party, or for any leading to perform as obligations of adjurce is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage 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

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

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 Substances: Customer centiles that it is not aware or the presence or any aspessos or other hazardous substance is a defined by any applicable state, federal, focal 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 or 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.

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Date Quote wa	s generated on this date and Is valid	Telecommunications Master Service Agreement	New ☐ Renewal ☑ IP 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 Build Required? No	•

395.00 180.00	2	\$	790.00
			
		l \$	360.00
		\$	1,150.00
	•	\$	1,867.99
			Waived

Schedule Switched Local Service	es	Term 36 Month
Additional Schedules	Attach	Term
National Services		
Facility Services	X	36 Month
Internet Services	X	36 Month

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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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