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November 6, 2006

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

Re:

Case No. 06-1017-TP-CTR Buckeye TeleSystem, Inc. Approval of 27 Contracts

Dear Ms. Jenkins:

Enclosed please find a completed Telecommunications Application Form and five (5) copies of 27 contracts between Buckeye TeleSystem, Inc. and 27 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.

Very truly yours,

Stephen M. Howard
Stephen M. Howard

Attorneys for Buckeye TeleSystem, Inc.

SMH/jab Enclosures

cc: Thomas K. Dawson

The Public Utilities Commission of Ohio **TELECOMMUNICATIONS APPLICATION FORM**

(Effective: 10/01/2004) (Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

	r of the Application of Buckeye TeleSystem, Inc.) Case No. 06-1017-TP-AEC
to approve co	ertain contracts.
Name of Reg	
	tegistrant(s) 5566 Southwyck Blvd., Toledo, Ohio 43614
	eb Address www.buckeyetelesystem.com
	Contact Person(s) Thomas K. Dawson Phone 419-724-9802 Fax 419-724-7074
	Contact Person's Email Address <u>askus@buckeye-telesystem.com</u> on for Annual Report <u>Thomas K. Dawson</u> <u>Phone 419-724-9802</u>
	ontact Information Bonnie Edmonds Phone 419-724-7802
	vember 6, 2006 TRF Docket No: 90- 9037 -TP-TRF
Motion for	protective order included with filing? ☐ Yes ⊠ No
	waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]
Company T	'ype (check all applicable): ☐ CTS (IXC) ☐ ILEC ☐ CLEC ☐ CMRS ☐ AOS
	☐ Other (explain)
	form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated is
	98-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is
prejerable <u>NC</u>	<u>YT</u> to combine different types of filings, but if you do so, you must file under the process with the <u>longest</u> applicable review period.
I. Please	indicate the reason for submitting this form (check <u>one</u>)
	Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
□ 2 (ABN)	Abandonment of all Services
	□ a. CLEC (90-day approval, 10 copies) □ b. CTS (14-day approval, 10 copies) □ c. ILEC (NOT automatic, 10 copies)
□ 3 (ACE)	New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page. a. Switched Local b. Non-switched local c. CTS d. Local and CTS e. Other (explain)
□ 4 (ACO)	□ a. Switched Local □ b. Non-switched local □ c. CTS □ d. Local and CTS □ e. Other (explain) LEC Application to Change Ownership (30-day approval, 10 copies)
	LEC Application to Change Name (30-day approval, 10 copies)
□ 6 (AEC)	Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
	NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
	LEC Merger (30-day approval, 10 copies)
□ 8 (ARB) □ 9 (ATA)	Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
	□ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
	□ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; Do Not Docket, 4 copies)
	ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with
	OCC for Tier 1 residential services (0-day filing, 10 copies) iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
	□ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
	□ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
	□ vi. Grandfather service (30-day approval, 10 copies)
	□ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
	□ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
	 □ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies) □ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
□ 10(ATC)	Application to Transfer Certificate (30-day approval, 7 copies)
	LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
□ 12 (ATW)	Application to Withdraw a Tier 1 Service
= 12 <i>(C</i> IO)	□ a. CLEC (60-day approval, 10 copies) □ b. ILEC (NOT automatic, 10 copies)
□ 13(CIO) □ 14(NAG)	Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
	For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
🛚 16 (SLF)	Self-complaint Application
	□ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
n 170000	□ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
□ 17 (UNC) □ 18 (ZTA)	Unclassified (explain) (NOT automatic, 15 copies) Tariff Application Involving only Tier 2 Services
LIV(LIA)	□ a. New End User Service (0-day notice, 10 copies)
	□ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
	□ c. Withdrawal of service (0-day notice, 10 copies)
□ 19 Other	(explain)(NOT automatic, 15 copies)

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

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

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

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

0	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls
		any automatic timeframe associated with this filing.
	[3]	Completed Service Requirements Form.
	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
	[3]	Brief description of service(s) proposed.
0	[3a-b,3d]	Explanation of whether applicant intends to provide \square resold services, \square facilities-based services, or \square both resold and facilities-based services.
	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
0	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<u> </u>	[3a-b,3d]	Description of the proposed market area.
	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash an funding sources.
0	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
0	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
0	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): interconnection agreement, in retail tariffs, or in resale tariffs.
	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
0	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
	[3a,3b,3d, 9a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
0	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
0	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
_	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<u>_</u>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
	/ / /	
	[1.4.9.10-13.16-21]	Copy of revised fariff sheets & price lists, marked as Eyhibit R
ם	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B. Provide a copy of any customer application form required in order to establish residential service, if applicable
	[1,4,9,10-13,16-21] [3] [1-2,4-7,9,12-	Copy of revised tariff sheets & price lists, marked as Exhibit B. Provide a copy of any customer application form required in order to establish residential service, if applicable. Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected.

	[1,2,4,9a(v-vi),	Specify which notice procedure has been/will be utilized: direct mail; bill insert; bill notation or electronic mail.
	5,10,16,18(b-c),	NOTE:
	20- 21]	☐ Tier 1 price list increases must be within an approved range of rates.
		☐ SLF Filings — Do NOT send customer notice until it has been reviewed and approved by Commission Staff
	[2,4-5,9a(v),	Copy of real time notice which has been/will be provided to customers.
	9b, 10,12-13,16,	NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
	18(b-c),20-21]	
	[1,2,5,9a(v),11-13,	Affidavit attesting that customer notice has been provided.
1	18, 21 (increase	
	only)]	
n n	[2,12]	Copy of Notice which has been provided to ILEC(s).
	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
	[14]	The interconnection agreement adopted by negotiation or mediation.
	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority
		to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this
		Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio
-	• •	Secretary of State.
	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
	[5,13]	New title sheet with proposed new company name.
	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from:
		http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
	[1,3a-b,3d,7,	Maps depicting the proposed serving and calling areas of the applicant.
1	10,13, 23]	If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected
		on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large
-		ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map
		attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all
		exchanges to which local calls can be made from each of those exchanges.
		If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): •
		Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the
0		
		involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps
		involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography
		involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
		involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000. Other information requested by the Commission staff.
	[3]	involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.

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

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- [x] Sales tax
- [x] Minimum Telephone Service Standards (MTSS)
- [x] Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

[x] 1+ IntraLATA Presubscription

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

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

Joe Jensen	Thomas K. Dawson	Steve Howard	
President	Vice President	Attorney	
5566 Southwyck Blvd.	5566 Southwyck Blvd.	52 East Gay St., P.O.	Box 1008
Toledo, OH 43614	Toledo, OH 43614	Columbus, OH 4361	2-1008
NOTE: An annual report is required to completion to the address and individua			
	PUCO Certification Number(s) Telecommunication or other. (-	
	AFFIDA		
	Minimum Telephone S	ervice Standards	
I am an officer of the applicant corporat I attest that these tariffs comply with the Telephone Service Standards, as modifi with the rules of the state of Ohio and us operate within the state of Ohio. I declare under penalty of perjury that the	(Name of Company) Minimum Telephone Service Standard ed and clarified from time to time, super nderstand that noncompliance can result	s (MTSS) for the state of Ohio. I	understand that the Minimum s in our tariff. We will fully comply
Executed on <u>November 1, 2006</u> (Date)	at Toledo, Ohi (Location) *Signature and Title	O Vice President	November 1, 2006 Date
* This affidavit is required for authorized agent of the app	or every tariff-affecting filing. It n olicant.	nay be signed by counsel or an	officer of the applicant, or an
	VERIFICAT	<u>FION</u>	
I, Thomas K. Dawson ,ver	ify that I have utilized, verbatim, the C	ommission's Telecommunications	Application Form and that all of th
	•		••
information submitted here, and all addi	tional information submitted in connect	on with this case, is true and corr	ect to the best of my knowledge.
	Heame K.	Vice President	November 1, 2006,
	(*Signature and Title		Date

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

Public Utilities Commission of Ohio

Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal)
180 East Broad Street, Columbus, OH 43215-3793

AFFIDAVIT

STATE OF OHIO)
) ss:
COUNTY OF LUCAS	Ì

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

Thomas K. Dawson Vice President

Sworn and subscribed before me in my presence this 1st day of November, 2006.

PENNY KAY PERRINE
Notary Public, State of Ohio
Commission Expires 5/23/07

Notary Public

My commission expires on 05/23/07.



Telecommunications Master Service Agreement

	te and is valid for 30 days		•		Reno Move/Tran
s generated on this da	e and is valid for 30 days				Moverican
	•				
Customer	· .		Bill Name		
Svc Address			Sec Bill Name		
Floor			Bill Address		
City/State			Fir/Room		
Zip			City/State		
			Zip	-	·
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Contact lei #			Contact let#		
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Non Recurring (Charges				Waive
	Switched Services To	erm			
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· .	Additional Schedules	Attach	Term		-{
.1	National Services		20.11		
- 1	E. Branco Contract	1 2			
- 1	Facility Services	X	36 Mon		-
	Facility Services Internet Services	X	36 Mon		1
		X coment const as attached. Ci	36 Mon itutes a service order i istomer signature belg	th n secordance by, agress to	
	Internet Services Signature by both parties on this do with the master terms and condition	X coment const as attached. Ci	36 Mon itutes a service order i istomer signature belg	th n secordance by, agress to	-
	Internet Services Signature by both parties on this do with the master terms and condition	X coment const as attached. Ci	36 Mon itutes a service order i istomer signature belg	th n accordance by, agregs to	-
	Internet Services Signature by both parties on this do with the master terms and condition the individual terms an	X coment const as attached. Ci	36 Mon itutes a service order i istomer signature belg	th n accordance by, agregs to	-
	Internet Services Signature by both parties on this do with the master terms and condition the individual terms an	X coment const as attached. Ci	36 Mon itutes a service order i istomer signature belg	th n accordance by, agregs to	-

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

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

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

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

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

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

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer's 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 invitors; and (E) infingement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any 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 lariff 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

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

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

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

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



Schedule 3: Facility Services

Site	Company	Company Address		Zip	
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<u>,6</u>					
7					
-8					
9					
10					

From/To	Service	Price 36		Qty	NRC	Total 36	
1-2	2Mbps Ethernet (transport for IP)	\$192.48		1	Waived	\$192.48	
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Service Level
This service is provided under this agreement involve the construction of portions of the physical network, as well as work in each of the buildings to be served for the construction of the building entrance for the fiber cable.

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

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

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



TeleSystem:
Telecommunications Master Service Agreement

	and is valid for 30 days				****	Move/Tra
			T343 84			
Customer			Bill Name			
Svc Address			Sec Bill Name			.:
Floor			Bill Address Fir/Room			<u></u>
City/State Zip			City/State	-	-	
Zip			Zip			.,
,						
Customer Con	tact		Billing Contact Contact Tel #			
Contact Tel #			Contact lei#			<u> </u>
				Tax Exempt	No	
Switched Loca		ed Local S	ervices Monthly Unit	Qty	Mon	thly To
MaxPipe Essent		-	\$ 26.95	2	\$	53.
	d Line/Message Rate*	<u> </u>	\$ 20.50	1	13	20.
mean po ordan	Line Message Nate		20.00	•	Ψ-	20,
T. John M. Tantanan and a	المراجعة الم	يود فعدد فينش		- 1277 N.A. (44)	\$7.56	\$ 10 to 10
*Message Rate	billed at \$0.07 per call			المعالمة المساد		
					. 22.	
**Services delive	ered over fiber		İ			
Monthly Total S	witched	- · · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	\$	74.4
Non Recurring C						Waive
			40 11		1	
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	Additional Schedules National Services Facility Services	Attach X cument constitutes attached. Customer	Term 12 Mon 12 Mon ties a service order instrumer signature below	ith accord∌nce		
	Additional Schedules National Services Facility Services Internet Services Signature by both parties on this doc with the master terms and conditions	Attach X cument constitutes attached. Customer	Term 12 Mon 12 Mon ties a service order instrumer signature below	ith accord∌nce		
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Aumorized	Additional Schedules National Services Facility Services Internet Services Signature by both parties on this doc with the master terms and conditions	Attach X cument constitutes attached. Customer	Term 12 Mon 12 Mon ties a service order instrumer signature below	ith accord∌nce		
Aumorized	Additional Schedules National Services Facility Services Internet Services Signature by both parties on this downwith the master terms and conditions the individual terms and	Attach X Cument constitus attached. Cus	Term 12 Mon 12 Mon ties a service order instrumer signature below	ith accord∌nce		

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

MaxPine Switched Services Terms and Conditions

Services: Buckeye TeleSystem ("BTS"), in addition to its filed tariff, BTS PUCO No. 2, will provide the master sheet signed ("Customer") the service(s) marked on the opposite side of this agreement (the "Service(s)") at the rates and charges described on the service level Rate Sheet for each service attached to this Agreement (which is incorporated into, and made a part of this Agreement) at the address listed on the opposite of this Agreement (the "Service Location"). Services may generally be described as telecommunications services, which are 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 carrier.

Term of Agreement: The term of this agreement (the "Term") will begin on the date of service installation and will continue as noted on the MaxPipe Work Order or Telecommunications Master Service Agreement. 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 tawful 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.

Equiament/Installation/Interconnection. 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 tariff referenced in the Services section above. 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 (4901-5-20). The Customer may not, nor may the Customer permit others to, rearrance, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby after the technical parameters of the service provided the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications acuipment.

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

Buckeye 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.

Clations: With respect to any service or facility provided by the Company, each party shall indemnity, and detend 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 extant the loss, destruction, damage, death, or injury was caused by or reguled 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, at sing from and to the extent caused by the act or omission of the indemnifying party.

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

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

Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 14 days from the date of the postmark on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes post due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Transfer and Assignments: Neither the Company har the Customer may assign or transfer its rights or diffes in domestion with the services and hardes provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) curricult to any financing, merger, or reorganization of the Company.

- Termination Penalting: Carcellation 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 isason wita soever 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 tull amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term...

Renewal Unless the Customer or the Company notify the other in writing of its intent to terminate the agreement at least 30 days prior to the end of the term, this Agreement will be renewed and extended on a month-to-month basis.

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

Notice: The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tartif will be in writing. Notices and other communications of either party, and

Governing Law. This Agreement is governed by and subject to the laws of the State of Chio, the rules of the Ohto Public Utilities Commission and the tariffs of 8TS,

Wastanty: 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 and the other appropriate regulatory rules and referenced documents contained

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

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

Special Provisions: (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 above. (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, liming and use of such information. (3) Service restrictions and additional terms and conditions are defined on Company website (www.buckeye-telesystem.com), and in print marketing materials.

E-911: I must not move, or permit to be moved any Buckeye TeleSystem 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 MaxPipe service was originally provided, and that movement of the voice-enabled cable modern form the original service location will result in any emergency 911 call being identified as being from the original service location. Therefore, access to emergency 911 services will be limited if the voice-enable cable modern is moved from the original service location. Further, subscriber expressly acknowledges that the modern must not be left unplugged or with its battery removed, and the coaxial cable must not be disconnected from the modern, the wall outlet, or from the ground block outside the building. Any of those actions will fimit access to emergency 911 service.

Reasonable Use Policy. MaxPipe is a commercial service offered for reasonable commercial and lawful use. Any other use may result in discontinuance of service. Unlimited



Schedule 2: National Switched Voice Services 12 Month Agreement _____ (Initial)

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

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.049	\$0.049	Outbound +1	Puerto Rico	\$0,11
Inbound 8xx	\$0.060	\$0.060		US Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	Continental US	<u>aka hi</u>	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
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0,575	\$0.679	\$0.377	\$0.414

Name of Street	Monthly Commitment	\$0.00
	Non Recurring Charges	\$0.00

Customer -	• .	NY 11 2.7			•	ينسخون بالر	
Svc-Address	•	٠,		- 1.00			_
Floor -							
City/State		```					
Zip			· · · · · ·				



Telecommunications Master Service Agreement Date Quote was generated on this date and is valid for 30 days **BIII Name** Customer Svc Address Sec Bill Name Bill Address Floor Flr/Room City/State City/State Zip Zip **Customer Contact Billing Contact** Contact Tel # Contact Tel # Tax Exempt: No **Switched Local Services Monthly Unit** Monthly Total Qty Switched Local Services 48.95 MaxPipe Premium Line \$ 48.95 \$ Voice Mail \$ 4.75 1 \$ 4.75 MaxPipe Essential Line 26.95 \$ 26.95 Nessage Rate blied at \$0.07 per call Services delivered over fiber Monthly Total Switched 80.65 Non Recurring Charges Waived Switched Services Term 12 Month **Additional Schedules** Attach Term National Services 12 Month **Facility Services** Internet Services Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below/agrees to the individual terms and pricing in the attached schedules. Authorized Customer Representative Title Title

Maxi²ine Switched Services Terms and Conditions

Services: Buckeye TeleSystem ("BTS"), in addition to its filled tariff, BTS PUCO No. 2, will provide the master sheet signed ("Customer") the service(s) marked on the opposite side of this agreement (the "Service(s)") at the rates and charges described on the service level Rete Sheet for each service attached to this Agreement (which is incorporated into, and made a part of this Agreement) at the address issted on the opposite of this Agreement (the "Service Location"). Services may generally be described as telecommunications services, which are 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 carrier.

Term of Agreement: The term of this agreement (the "Term") will begin on the date of service installation and will continue as noted on the MaxPipe Work Order or Telecommunications Master Service Agreement, 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.

Equipment/Installation/Interconnection; The Company shall use reasonable efforts to make available services to a Customer in accordance with Milhimum 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 tariff referenced in the Services section above. 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 (4901-5-20). The Customer may not, nor may the Customer permit offers to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby after the fectorical parameters of the service provided the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

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

Buckeye 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 withing or facilities.

Claims: With respect to any service or facility provided by the Company, each party shall indentify, 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 Indennified 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 Indennifying 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 Indennifying party.

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.

Liability of the Company. The Company will not be liable for any indirect, incidental, special, consequential, exemptary, or punitive damages to the Customer as a result of any Company service, equipment, or of facilities, or the acts or omissions or negigence of the Company's errors 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 finited tox acts of God, line, 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 or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 14 days from the date of the postmark 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.

Innuster and Assignments: Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company may assign its rights and duties (A) to any subsidiary, perent company, or elimente of the Company, (B) pursuant to any financing, merger, or reorganization of the Company.

Termination Penalties: Cancellation of Service by the Customer.

- #4: Customes treatment the above service address before the completion of the initial term or any subsequent renewal terms for any reason what service as service the first initial term or any subsequent renewal terms for any reason what service as service the first initial terms or any service the first initial terms or any subsequent renewal terms for any reason what service 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.

Renewal Unless the Customer or the Company notify the other in writing of its intent to terminate the agreement at least 30 days prior to the end of the term, this Agreement will be renewed and extended on a month-to-month basis.

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

Notice: The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bits for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bit for service to which the Customer shall mail payment on that bit. 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

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

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

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

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

Special Provisions: (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 above. (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. (3) Service restrictions and additional terms and conditions are defined on Company website (www.buckeye-telesystem.com), and in print marketing materials.

E-911: I must not move, or permit to be moved any Buckeye TeleSystem 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 MaxPipe service was originally provided, and that movement of the voice-enabled cable modern form the original service location will result in any emergency 911 call being identified as being from the original service location. Therefore, access to emergency 911 services will be limited if the voice-enable cable modern is moved from the original service location. Further, subscriber expressly acknowledges that the modern must not be list unplugged or with its baltery removed, and the coaxiel cable must not be disconnected from the modern, the wall outlet, or from the ground block outside the building. Any of those actions will limit access to emergency 911 service.

Reasonable Use Policy: MaxPipe is a commercial service offered for reasonable commercial and lawful use. Any other use may result in discontinuance of service. Unlimited use is defined as up to 5,000 minutes per month per line of local use, and 2,500 minutes per month per line of domestic long distance use (excludes Alaska, Hawali, Puerto Rico



Schedule 2: National Switched Voice Services 12 Month Agreement

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 Chio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.049	\$0.049	Outbound +1	Puerto Rico	\$0.11
inbound 8xx	\$0.060	\$0.060		US Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u> AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1,170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	Conide Service	<u> </u>	حجابنا الحاجري	\$0.00
Non Recurring Charges	•	•	* <u>.</u>	\$0.00

Customer		
Svc Address	 الم المالية المالية	
Floor		
City/State		
Zip		



te	relecommunicati	ions Maste	er Service Agree	ment		Nev
le was generated on this da	to and is walled for 30 days					Renewa Move/Transfe
e was generated on this da	e and is valid for 30 days	 	· 	<u></u>		MOVELLISIE
Customer Svc Address Floor City/State Zip			Bill Name Sec Bill Name Bill Address Flr/Room City/State Zip			
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	Additional Schedules	Attach	Term		7	
* .	National Services	Attach	10111	· · · · · · · · · · · · · · · · · · ·	-[
	Facility Services	+			-	
	Internet Services				1	

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

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer.

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

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

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

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

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

Chainst, With respect to any service or lackity produced by the Complety, each party shall knowning, and defend the other party from all diction, actions, framages, liabilities, contents and expenses, including reasonable attorneys' less for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to provide the property of the indemnified Party or the independent or live or the indemnified Party or the independent or live or the indemnified Party, asking employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, hade secret, or any proprietary or intellectual property right of any third party, asking from and to the extent caused by the act or or live 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, inciement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

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

Hazardous Substances; Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local nazardous 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 defay 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.



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Marindra Langer

LETTER OF AGENCY AND AUTHORIZATION; Local Access

has, on the date indicated bell TeleSystem (BTS) whereby BTS is authorized to act as agent on	ow, entered into an agreement with Buckeye behalf of Customer in all dealings with the
following enumerated telecommunications entities with respect to services at the locations indicated on the attached Appendix:	
(initial) All Local Exchange service provide terminating any and all local exchange and related service of dial tone and access.)	ers, for the purpose of ordering, changing and/or rvices (including, but not limited to, the provision
(initial) All Local Toll and/or IntraLATA services changing and/or terminating any and all local toll and/or	
(initial) All InterState, Calling Card, and introduced ordering, changing and/or terminating any and all toll a	rastate service providers, for the purposes of and/or intrastate and related services.
BTS is authorized to obtain billing information, credit information a identified telecommunications entities with respect to the above-id	
Customer understands the parties to prior agreements with Custo in writing, of Customer's intent not to renew such prior agreement with the unilateral termination by Customer of preexisting agreeme	s, and that there may be penalties associated
This Letter of Agency and Authorization does not prevent Custom contacted by parties with whom Customer has prior agreements of	
Customer heraby releases, indemnifies and holds BTS harmless t BTS's dealings with telecommunications entities pursuant to the L	
This Letter of Agency and Authorization shall remain in effect unal-	revoked in writing by the parties hereto.
The undersigned acknowledges that he or she has read and unde execute this Letter of Agency and Authorization on behalf of Custo	
Customer Authorization	BTS Representative
Signature	Signature
Printed/Typed Name	Printed/Typed Name
Title	Title .
Contact Tel. No.	Contact Tel, No.
Dated	Dated
Billing Address	



Telecommunications Master Service Agreement

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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 STS

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

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

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Termination Penaltiles: 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

- (6) 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.

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Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR MPLIED, 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 arry failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment

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The contract of the Contractor

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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, Claims: With respect to any service or facility provided by the Company, each party snat indemnity, and degree over party must demonst a service of facility provided by the Company snat degree of the facility of the state of the same employees, agents, representatives, or invitees; and (B) intringement of any copyright, patent, trade secret, or any proprietary or invitees; and (B) intringement of any copyright, patent, trade secret, or any proprietary or invitees; and (B) intringement of any copyright, patent, trade secret, or any proprietary or invitees; 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 fariff rules 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

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 disputs or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

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.

Hazardoue 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 appearatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable encleavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services



Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
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From/To	Service		Price12	Qty	NRC		Total 12
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Service Level

"The service opposition of this agreement insolves the control of the physical network as well as work in each of the buildings to be served for the construction of the building entrance for the fiber cable.

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

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

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



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LETTER OF AGENCY AND AUTHORIZATION; Local Access

		w, entered into an agreement with Buckeye
TeleSystem (BTS) whereby BTS is authorize		
		he following enumerated telecommunications
services at the locations indicated on the att	acned Appendix.	
(initial) All Local Evol	onan oonion providare	s, for the purpose of ordering, changing and/or
	nange and related serv	ices (including, but not limited to, the provision
of dial tone and access.)		
(initial) All Loop Tall (andler Introl ATA consid	ce providers, for the purpose of ordering,
changing and/or terminating any		
changing and/or terminating any	and all local toll alturol	mualmin idialed services.
(initial) All InterState	Calling Card, and intra	state service providers, for the purposes of
		id/or intrastate and related services.
ordering, changing and/or termin	ading arry and all toll arr	igot algastate and related services.
BTS is authorized to obtain billing information	credit information and	d customer service reports from the above-
identified telecommunications entities with re		
identifica telegarifficaliedaella chasea with re	appear to use above had	fillipa coloosififfatilodilotto 551 filoca.
Customer understands the narties to prior ar	reements with Custom	ner may have the right to be notified separately,
in writing, of Customer's intent not to renew s		
with the unilateral termination by Customer o		
with the difficulties terminated by Custofflet C	t hteevientid agteemen	tes butter to green exhibitations.
This Letter of Agency and Authorization does	not prevent Customer	from acting on its own behalf, or from being
contacted by parties with whom Customer ha		
ounded by parada mar miorir odatomar na	so prior agreemente da	stig are term of saon agreements.
Customer hereby releases, indomnifies and	holds BTS harmlass fro	om any damage, liability or lose by virtue of
BTS's dealings with telecommunications enti		
even a demina and Glacovillating and a city	teo botogoni to die rec	ter of Figure's and Found in Eastern
This Letter of Agency and Authorization shall	remain in effect until re	voked in writing by the parties bereto
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The undersigned acknowledges that he or sh	e has read and unders	tands the forgoing, and has full authority to
execute this Letter of Agency and Authorization		
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Customer Authorization		BTS Representative
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Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) data. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whitescover 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 General: The service is furnished on the condition that it will be used only for authorized and samult purposes.

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

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

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

Termination Penalties: Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the Initial term or any subsequent renewal terms for any leason 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
- (0) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

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

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

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

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

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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

Character With rectact to any scale of any proved by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' less for (A) any loss, destruction, or damage to property of the Indemnified Party of any interior the loss, destruction, damage, death, or rejury was accord by or resulted from the perfigent or interior action or instance of the Indemnifying Party, its employess, agents, representatives, or invitees; and (B) intringement of any copyright, patent, trade secret, or any proprietary or interior any interior any different party, arising from and to the extent caused by the act or omission of the Indemnifying party

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special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its farilf 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

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 rict, difficulty, delay or failure in manufacture, production or supply by third parties of

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

inscivency: 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 berminate 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,



LETTER OF AGENCY AND AUTHORIZATION; Local Access

TeleSystem (BTS) whereby BTS is authorized to act as ag	ed below, entered into an agreement with Buckeye ent on behalf of Customer in all dealings with the
following enumerated telecommunications entities with respectives at the locations indicated on the attached Appendix	
terminating any and all local exchange and rela of dial tone and access.)	providers, for the purpose of ordering, changing and/or ted services (including, but not limited to, the provision
(initial) All Local Toll and/or IntraLAT changing and/or terminating any and all local to	A service providers, for the purpose of ordering, ill and/or IntraLATA related services.
(initial) All InterState, Calling Card, a ordering, changing and/or terminating any and a	and intrastate service providers, for the purposes of all toll and/or intrastate and related services.
BTS is authorized to obtain billing information, credit information identified telecommunications entitles with respect to the little of the communications.	ation and customer service reports from the above- pove-identified telecommunications services.
Customer understands the parties to prior agreements with in writing, of Customer's intent not to renew such prior agreewith the unilateral termination by Customer of preexisting agreements.	ements, and that there may be penalties associated
This Letter of Agency and Authorization does not prevent C contacted by parties with whom Customer has prior agreen	
Customer travely releases, indemnifies and holds BTS harr BTS's dealings with telecommunications entities pursuant to	
This Letter of Agency and Authorization shall remain in effect	t until revoked in writing by the parties hereto.
The undersigned acknowledges that he or she has read and execute this Letter of Agency and Authorization on behalf of	
Customer Authorization	BTS Representative
Signature	Signature
	•
Printed/Typed Name	Printed/Typed Name
Title	Title
Contact Tel. No.	Contact Tel. No.
Dated	Dated

Billing Address



Telecommunications Master Service Agreement

	ate and is valid for 30 days				Move/Tr
Customer			Bill Name		
Svc Address			Sec Bill Name	*****	<u>`</u>
Floor			Bill Address		
City/State			Fir/Room	<u> </u>	
Zip			City/State		
•			Zip		
			-		
Customer Co	ontact		Billing Contact	•	
Contact Tel			Contact Tel #		
~•				Tax Exemp	t: No
		ned Local S			
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Analog Centre			\$ 15.00	21	\$ 315.
Flat Rate Usa	gem a san lander di , e raan sur		\$ 6.75	21	\$ 141.
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The information contained herein is confidential and proprietary and should not be disclosed.

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

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Termination Penalties: Cancellation of Service by the Customer,

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

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expenses, including reasonable attempts fees for (A) any loss, destruction, or damage to properly of the indemnity, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attempts fees for (A) any loss, destruction, or damage to properly of the indemnities Party or any trium party. It is used to the indemnity of the indemnity of the indemnity of the indemnity of Party, its employees, agents, representatives, or invitees, and (B) intringement of any collyright, patent, trede secret, or any properties or intellectual property fight of any loss of the indemnity of the i caused by the act or omission of the Indemnifying party

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

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ORIGINAL



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+	\$0.040	\$0.036	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.036	\$0.040		US Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u> AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1,170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	······································	\$0.00
Non Recurring Charges	100	\$0.00

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City/State								•
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Telecommunications Master Service Agreement

Date

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

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.

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Termination Penalties: Cancellation of Service by the Customer:

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

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

- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
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Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer'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 deliver all notices and other communications.

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 provides by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, ligibilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any sind party, or the destriction, damages, lightly, or the destruction, damages, lightly to provide the lightly of the lightly of the destruction, damages, lightlities, costs, and expenses, including party or the lightly of the lightly of the lightly of the lightly of the lightly or the lightly of the lightly of the lightly or the lightly of the lightly or the ligh

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 stated MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, liming and use of such interval to the confidential and proprietary and should not be disclosed.

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 narty.

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+	\$0.040	\$0.036	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.036	\$0.040		US Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

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

Monthly Commitment	 <u>\$0</u>	.00
Non Recurring Charges	· · <u>\$0</u>	.00

Customer				. 1
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City/State				
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Telecommunications Master Service Agreement

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Authorized Cust	omer Representative			12, -	
	Title				<u>.</u>
				- /	
	Date			Date	

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

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Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or mird 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 Gustomer has the right to purchase additional like products at the pince specified herein.

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

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 our not limited to: acts of God, fire, Bood, explosion, or other catastrophes; any law, order regulation, action request of the United States government or of any other government including state and local governments having or claiming junisdiction over the Company, or of any department or ageory, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments. Or of any military authority, preemption of existing service in compliance with national emergencies; insurrections nots wars, unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer

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

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or 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 timety and professional manner and with reasonable skill and care. SAVÉ AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement.

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

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company 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 oill 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 faculty provided by the Company, each party shall indemnify, and defend the other party from all claims, actions: damages, liabilities, costs, and exponses; 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 classed by the representatives, or invitees; and (B) infringement of any copyright patent, trade secret, or any proprietary or intellectual property right of any third party, ansing from and to the extent caused by the act or omission of the Indemnifying party.

Special Provisions: (1) Buckeye TeteSystem'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 prophetary and should not be disclosed. Where disclosure is required by appropriate legal means the party receiving notice shall immediately communicate with the other party the source, liming and use of such information.

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, lighthing or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authoribes, public telecommunications operators or other competent authority, war, military operations, or not difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof

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

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

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

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

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

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from reduce or impair the overall performance or operation of Services or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



Schedule 3: Facility Services

Site	Сотрапу	Address	City/State	Zip
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2	· ·			14.47
3				
4				
<u>:</u> 5				
: 6				
7				
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9				
10				

From/To	Service	Price 36		Qty	NRC	Total 36	
1-2	DS1 Pt to ISP	\$114.65		1	Waived	\$114.65	
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	Carry Annual San Charles of the Carry of the	A CONTRACTOR OF A	The same of the same		garage seek silver	to the second	Serior Koronika et Koroni

Service Level

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

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

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

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



Telecommunications Master Service Agreement

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Customer Svc Address Floor City/State Zip	Bill Name Sec Bill Name Bill Address Fir/Room City/State	Sec Bill Name Bill Address Fir/Room		
	Zip			
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		Tax Exemp	t: No	
Switched Loc	al Services			
Switched Local Services	Monthly Unit	Qty	Monthly To	
Business Line/Message*	\$ 19.00	12	\$ 228.0	
Voice Mail	\$ 4.75	1	\$ 4.7	
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National Services X Facility Services Internet Services Signature by both parties on this document or with the master terms and conditions attached the individual terms and pricing in	36 Mo	nth in accordance		



Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
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3				
4				
5				
6				
7				
8				
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From/To	Service		Price 36	Qty	NRC	Total 36
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Service Level.

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

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

A complete inventory of fiber and equipment specifications, as well as fiber count will be provided to the Customer. Other service levels will be in accordance with the existing tariff for these services, on file at the outset of this agreement with the Public Utilities Commission of Ohio.



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Customer Con	tact		Billing Contact			
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4	Switch	ed Local \$	Services			
Switched Loca	l Services		Monthly Unit	Qty	Mor	ithly To
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Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date, if Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

Generat: 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 BT\$

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 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; prelemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

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

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

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

Arrangements also can be made for credit card or electronic transfer of funds to pay be 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 bill presumed to have been delivered to the other party on the third business day

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, each expenses, including reasonable altoneys' less for (A) any loss, destruction, or damage to property of the Indemnified Party or sny, third party, or the destruction for 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 ornission 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 ornission 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 farilf 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, taiture or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any aspestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to 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 filled tariff referenced above.

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

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material atteration to the Buckeye Network physical interface or protocol used by the Customer



Schedule 3: Facility Services

Site	Company		Company Address		e Zip							
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2	V-85				/							
3												
. 4												
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. 6												
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From/To	Service		Price 36	Qty	NRC		Total 36
1-2	256K Frame Relay	Port	\$28.00	1	Waived		\$28.00
•	DS-0 Channel		\$10.00	4	Waived		\$40.00
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* ** * ***	and the second second			<u> </u>		ļ	
				ļ <u> </u>			400.00
er sies troping generalis.	الدارية السيولية ويشب <u>رك الشجو</u>	Same Land	our fet saut tuerre o	La come of the	Facility	Sub-total	\$68.00

Service Level

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

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

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

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



Telecommunications Master Service Agreement

ate								Ne
te wa	s generated on this date a	nd is valid for 30 days						Renewa
	Customer	•		Bill	Name			
	Svc Address				Bill Name			<u></u>
	Suite				Address	, , , , ,		
	City/State			Suite		· :	•••	
	Zip _	·	_		State			
				Zip	,			
				,,	-			
	Customer Cont	act		Billin	ng Contact			
	Contact Tel #			Cont	act Tel #			
	AE:MM/Im				-	Tax Exempt	: <u>No</u>	
		Switch	ed Local S	Servic	es			
	Switched Local	Services		Mor	thly Unit	Qty	Mo	nthly Total
	ISDN PRI Pkg/V	oice/Measured*		\$	376.20	2	\$	752.40
•	DS-1 Link (for Pf	RI Transport)		\$	180.00	2	\$	360.00
				-				
	*Measured rate bill	ed 1st min \$.02/addl min\$.0†						
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•	Monthly Total/S	witched/Facility/internet				wi	\$	1,637.40
	Non Recurring Cl	narges						Waived
	Γ	Switched Services Te	erm		36 Mont	:h	I	
		Additional Schedules	Attach		Term		Ì	
	- 1	National Services	Х		36 Mont	h	Ì	
		Facility Services	Х		36 Mont	h		
	- [Internet Services	Х		36 Mont	h		
		Signature by both parties on this do with the master terms and condition the individual terms an	s attached. Cu	ustomer	signature belov	v. afgrees to		
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_	Authorized C	ustomer Representative	-					
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-	Authorized C	ustomer Representative	-			···		

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 (elecommunications 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 than19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges
monthly to the Customer in advance of the month which service is provided.

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

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

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

Chairins. With respect to any service or facility provided by the Company, each party shall indemnify and detend the briter party from all claims; actions, claimages, itabilities, 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 stry copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

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

Force Majeums: 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 faw or regulation) at any site wintere 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 Approvat: 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) X

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+	\$0.030	\$0.030	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.030	\$0.030		US Virgin Islands	\$0.11
, '				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

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

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

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Customer						
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City/State				-		
Zip						



Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
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10				

From/To	Service		Price 36	Qty	NRC		Total 36
1-2	10 Mbps Ethernet	Transport	\$273.53	1	Waived		\$273.53
. 1						ļ	\$273.5

Service Level

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

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

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

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



Telecommunications Master Service Agreement Date Quote was generated on this date and is valid for 30 days Customer Bill Name Svc Address Sec Bill Name Floor **Bill Address** City/State Flr/Room Zip City/State Zip **Billing Contact Customer Contact** Contact Tel # Contact Tel # Tax Exempt: Yes Switched Local Services Monthly Unit Monthly Total Switched Local Services Qty Monthly Total/Facility/Internet 280.00 Non Recurring Charges Waived Customer will provide fiber that meets or exceeds BTS specifications from 807 Lime City Road to 803 Lime City Road. **Switched Services Term Additional Schedules** Attach Term National Services **Facility Services** Х 36 Month X 36 Month Internet Services Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below Agrees to the individual terms and pricing in the attached schedules.

Date

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

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

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

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

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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemptary, 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, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority, preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

Warranty: 8uckeye 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 lead power, right, and authority to execute and perform this agreement, and that this agreement

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

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

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

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or insulted 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 or any third party, arising from and to the extent caused by the act or omission of the indemnifying party

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

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

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any sité 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. Suckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further flability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthlness 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 tariif referenced above.

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

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
1	The second second			
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From/To	Service	Price 36	Qty	NRC	Total 36	
1-2	1 Mbps/8 Mbps Asymmetric IA Transport	\$145.60	1	Waived	\$145.60	
						
						
						

Service Level

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

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

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

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



Customer Svc Address City/State Zip Customer Contact		Bill Name Sec Bill Name Bill Address Fir/Room City/State	The second secon	Ren
Svc Address City/State Zip Customer Contact		Sec Bill Name Bill Address Flr/Room		
Svc Address City/State Zip Customer Contact		Sec Bill Name Bill Address Flr/Room		
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Monthly Total/Facility		and the second of the second of the second		\$ 840.00
oven Recurring Charges				\$ 075.01

Switched Services Term	 7			1
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National Services]
Facility Services	X	60 Mon	th]
Internet Services				1
Signature by both parties on this document of with the master terms and conditions attached the individual terms and pricing	d. Cumo	mer aignature bakvivi	agrees to	
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Authorized Customer Representative		• .		_
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Terms of Agreement: Customer agrees to a minimum term length and service type as indicated in the associated Schoolies, which are provided by Buckeye Telesbystom (BTS). Term begins invinedately upon the service installation (billing) date. If Customer following the completion of the katigal serm transform to a Month-To-Month agreement for any reason whatevever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

Canomi: The service is lumished on the condition that it will be used only for summinded and lawful purposes. The service is offered subject to the availability of familiaes and may be funded from time to time for reasons beyond the control of Company. Company has the right to furth the manner in which any perion of its transcrimentations restrict. (Nament') is used to protect the technical integrity of the Nament. Contours has the tight to purchase solutional like products at the price specified herein.

Gaverning Law: This Agreement is governed by and subject to the laws of the State of Chiq, the rules of the Public Unities Commission of Chia, the FCC and the fathle of BTS

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

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

Limiterdon of Liability: The Company will not be tiable for any further, incidental, special, consequential, exemplary, or puritive demages to the Customer as a result of any Company servical, equipment, or facilities, or the acts or ontissions or negligence of the Company's employees or agents. The Company stall not be liable for any delay or fallure of performance or equipment due to cause not reasonably within lat control, including but not imited to cause of God, first, lood, explosion, or other catastrophee; any law, order, regulation, direction, action, or the United States powerment or of any other government, locations state and local governments having an claiming jurisdiction over the Company, or of any detaratment or agency, commission, bursout, exponsition, or other instrumentality of any one or more of these facterial, state or local governments, or of any californy authority; presmption of existing service in compliance with neutonal emergencies; insurgestons; from west, unavailability of tights-of-way.

Tormination Possities: 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 whatsource other than service interruption (as defined within the applicable toriff), or if a Customer moves to enother service and sections and service the Customer spreas to pay:

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

Severability: In the event that one or more of the provisions berein shell for any reason be need to be steed or unsworceable, this Agreement entall be revised only to the extent necessary to make such provision(s) legal and enforceable; provised, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warranta that Sarvices shall be performed in a simely and protessional manner and with reasonable shift and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISS, (INCLUDING BUT NOT LINGTED TO ANY CONCERDANG 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 also power, right, and authority to execute and perform like agreement, and that this agreement

MeIntersence; 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 context any failure caused by fatifities and equipment not furnished by Buckeye or to repeir demagne or interruptions caused by the Customer's equipment."

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

Notice: The customer may choose to have notices and bits 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 use designate a separate address to which the customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver all notices and other communications, except that the Company may designate a designate and other bill for payone in which the Customer shall mail or hand deliver all notices and other communications mail or hand deliver physication that bits. Arrangements also can be made for stact tradit or electronic transfer of hands so pay bits. All notices or other communications required to be given pursuant to the tank will be in whiting. Notices and other communications of either party, and all bits mailed by the Company, shall be presumed to have been delivered to the other party on that third business day

Chirar: With respect to any service or locitly provised by the hompsay, each perty mas between the indemnified Party or any filled party, or the death of or lightly to persons, and expenses, lockeding reasonable attorneys' fees for (A) any loss, destruction, or demage to property of the indemnified Party or any filled party, or the death of or lightly to persons, in the death mis loss, destruction, demands, death, or injury to persons, to the death of the indemnified Party in the control of the indemnified Party. The employees, and the indemnified Party copyright, patient, and several any property of made and or or contestion of the indemnifying party.

Special Provisions: (1) Strickeye TeleSystem's responsibility, coan then apecited berein, is to provide votes, date and video services to Customer per lis taliff nates and changes within MTSS alandard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained berein is confidential and proprietary and should not be disclosed. Where disclosed are 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 Majours: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any taken to perform its obligations lander the Agreement to the extent that such change or failure is due to any cause beyond the first party's reasonable count including without limitation any set of God, inclearment resident, failure or shouspe of power supplies, flood, prought, lightly of line, strike, lock-out, trade depute or lead disturbance, the set or ordisely of Government, highway authorities, public relationship operators or other competent authority, war, mattary operations, or hot, difficulty, delay or talkine in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

Insolvency. It elther party late 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 moles from the other pany, then the other pany shall have the right to terminate this Agreement upon written notice to the detaution pany.

Hazardous Substances: Customer certifies that it is not aware of the presence of any aspects or other hazardous substance (as defined by any applicable state, federal, local becardous waste or environmental law or regulation) at any site where Buckeys is to perform sendes under this Agreement. If outling such performance Buckeys employees or appears occurring any such substance, Customer agrees to take at necessary steps, at its own expense, to remove or contain the adeated are the transfer as substance and to seal the promiter to ensure that exposure does not exceed the lowest exposure land to the vorkers. Buckeys may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental algebray and Buckeys, Performance obligations under this Agreement shall be extended for the deby caused by said clear up or removal. Customer's failure to remove or contain the hazardous substance shall enable Suckeys to terminate this Agreement without further liability. If Suckeys co terminates this Agreement without further

Credit Approver. This agreement is sucject to customer establishment of creditwonthiness in supprover 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 sulfable secure accommodation, assistance, lighties, and environmental conditions for the installation and housing of Sevice Equipment; and all necessary electrical power supplies and other installations and littings and for the commissioning and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the asserting provided by Buckeys.

Securdated of Service Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment of the Sportatus compliand therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use responsible endeavors to ensure it does not 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 Services.



Schedule 3: Facility Services

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Setvice Level

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

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

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

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



Telecommunications Master Service Agreement Date Quote was generated on this date and is valid for 30 days Customer **Bill Name** Sec Bill Name Svc Address Floor **Bill Address** City/State Fir/Room Zip City/State Zip **Billing Contact Customer Contact** Contact Tel# Contact Tel # Tax Exempt: No **Switched Local Services** Monthly Unit Monthly Total Switched Local Services Qty Business Line/Message Rate* 19.50 15 292.50 Message Rate Usage billed at \$0.07 per call Monthly Sub-Total/Switched 292,50 Monthly Total/Switched/Facility/Internet 392.49 Non Recurring Charges Waived **Switched Services Term** 36 Month **Additional Schedules** Attach Term National Services Facility Services 36 Month Internet Services 36 Month Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules. **Authorized Customer Representative** Title Title

Date

Date

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer.

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

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

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

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

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail; in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or lediver payment on that bill.

Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business

Claims: With respect to any service of facility provided by the Company, each party shall indentify and usual 2 the other party from all claims, custors causings, liabilities, ecceptand 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 other 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 from and to the extent caused by the act of omission of the Indemnifying party.

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

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

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental faw 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.



Schedule 3: Facility Services

Site	Company	Address	City/State	Zip	
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From/To	Service	Price 24		Qty	NRC	Total 24	
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Service Level

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

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

A complete inventory or fiber and equipment specifications, as well as fiber Louisians be provided to the constitutions.

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



Telecommunications Master Service Agreement

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

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

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The servica 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.

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Termination Penalties: Cancellation of Service by the Customer.

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

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- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
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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 personal to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the neptional services and the company of the indemnifying Party, its employees, agents, representatives, or invited; and (B) indigenent of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

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

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

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Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hezardous 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.

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Telecommunications Master Service Agreement

Customer			
		 	Move/Tra
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 #		······································
AE:DD/lm		Tax Exemp	t No
Switched Local S			184464- T -
Switched Local Services	Monthly Unit	Qty	Monthly To
Business Line/Message*	\$ 19.50	8	\$,156,0
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*Massage rate billed at \$ 07 per call	2.00	Carried States	
Measured rate 5111ed 5 02 6 \$ 01	a and significant significance		
Monthly Total/Switched			\$ 156.0
Non Recurring Charges		<i>a</i>	Waive
Switched Services Term	36 Mor	nth	
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Additional Schedules Attach	Term		ļ
National Services X	36 Mor	<u>ith</u>	ļ
. Facility Services			
Internet Services	·		

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

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General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to lime 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

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Termination Penalties: Cancellation of Service by the Customer,

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

 A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

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

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claims. With respect to any service of racility provided by the Company, each party shall indenniny, and defend the other party from all Claims, actions, carriages, 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, arror(B) and a least of any coupyright, patent, trade secret, or any proprietary or intellectual property right or any prior party, arising from 3. He will be suited. 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 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.

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Schedule 2: National Switched Voice Services

36 Month Agreement ____ (initial)

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

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.040	\$0.036	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.036	\$0.040		US Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
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
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment			\$0.00	
Non Recurring Charges			\$0.00	

Customer		en e
Swo. Address		
Floor		
City/State	100 March 1980	
Zip		



Telecommunications Master Service Agreement

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Schedule 2: National Switched Voice Services

36 Month Agreement ____ (initial)

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

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.040	\$0.036	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.036	\$0.040		US Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

	<u>Calling Cards</u>					
	From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
ſ	Continental US	\$0.123	\$0,423	\$0.179	\$0.328	\$0.365
ſ	AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
٠Г	Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
ſ	PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment		\$0.00	٦
Non Recurring Charges	 	 \$0.00	I

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Termination Penalties: Cancellation of Service by the Customer.

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

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed of delivered decronically. 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 althorwys! fees for (4) 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 country to the control of the indemnified Party or any third party, or injury was caused by or resulted from the negligent or intentional act or or invites; and (8) infingement 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 Majeura 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 ornission 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 nature.

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

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

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

Standard of Service Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



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

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

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.040	\$0.032	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.032	\$0.040		US Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

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

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	. 4 - 1 - 1 <u>\$0,00</u> - ,

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Telecommunications Master Service Agreement

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

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

Notice: The customer may choose to have notices and bills delivered via U.S. Maii, 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 file loss, destruction, damage, death, and the wasterney to represent the extent of 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 of the extent of the indemnifying party.

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

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 life, strike, lock-out, trade dispute or tabor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

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

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



Schedule 2: National Switched Voice Services

36 Month Agreement ____ (initial)

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

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.049	\$0.049	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.060	\$0.060		US Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

	Calling Cards					
	From: / To:	Continental US	AK& Hi	PR & USVI	<u>Guam</u>	N Mariana IS.
	Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
Γ	<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
T	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>

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Schedule 3: Facility Services

Site	Company	Address	City/State	Zip -
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From/To	Service	Price 36	Qty	NRC	Total 36	
1-2	2Mbps Ethernet (Transport for IP)	\$312.00	 1	Waived	\$312.00	
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The services provided under this agreement involve the construction of portions of the physical network, as well as work in each of the buildings to be served for the construction of the building entrance for the fiber cable.

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

All facility circuits will be intrinsed as 1991, 7 out of the Customer.

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

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



Telecommunications Master Service Agreement Date Customer (iiii Name Svc Address Bec Bill Name Floor Bill Address Flr/Room City/State City/State Zip Lip **Customer Contact** Billing Contact Gontact Tel# Contact Tel # Tax Exampl: Yes Switched Local Services Monthly Total Switched Local Services Monthly Unit Qty 161.70 Maxpipe Essential Lines 6 Monthly Sub-Total/Switched \$ Monthly Total/Switched/Facility/Internet 161,70 Non Recurring Charges Waived 12 Month Switched Services Term Additional Schedules Attach mreT 12 Month National Services X **Facility Services** · Internet Services Signature by both panies on this document congultices a service order in accordance with the master terms and conditions attached. Engineer signature below agrees to the individual terms and pricing in the attached schedules!

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

MaxPipe Switched Services Terms and Conditions

Services: Duckeye Telestystem ("8TS"), in addition to its fled tedff, DTS-PUCO No. 2, was provide the meeter eligiblitation of Clustomar") the service(e) merced on the opposite bus requeri at fixity) memerya. arti of nariactar exind; [tigs sol load? each level exives and no bedissed solution to be accessed and the sector of the name of the contractance of the c Sale in the Mylander Lead of Advances (1) in the case of the Agreement of confunction with una fear communications carrier.

Term of Addressment: The term of the agreement (the Term?) will begin on the date of service installation and will continue as noted on the Morth the Work Order or Talecommunications Master Service Agreement to continue following the completion of the trible term transitions. It is Morth-To-Month agreement for any reason whatever the Customer agrees to provide service to the Customer light's company.

General: The serves is furnished on the condition that is will be used only for sulfinized such lawful purposes. The shrytes is offered subject to the availability of facilities and may be limited from time to these for suscens beyond the control of Company. Company has the right to long the justifier in which any portion of its electrical integrity of the Network Customer has the right in purchase additional little products at the price according to the rectured integrity of the Network. Customer has the right in purchase additional little price according to the rectured integrity of the Network.

Edutiomentinativisation in accordance with Whitmum Telephone Service Statement of the former in accordance with Whitmum Telephone Service Standards ("MTSS"), on or hidner a periodial date, subject to the provisions of and compilated by the Customar with the requestions contained in the lettle referenced in the Service socion above. Where a Customar-unique service is being provided and/or where another catrier provider is theorem. to meet an MTSS clandard intervel, such appropriate information will be communicated to die Customer by the Chingsary in such cases. The Company would not gue antospecific date of availability and shall not be liable for any delays, in commencing Service to any Customer. Service digit with the date of habitation (billing date). The Contrary shall use necessable efforts to machine facilities to the Customer in accordance with MTSS promeions [48(41-5-20), The Customer may not, not may the Customer permit onlies to instantian facilities to the Customer may not, not may the Customer may not in a many department of the Customer may not, not may the Customer may not in a many department of the Customer may not seem to the accordance to the customer may not seem to the accordance of the customer of the customer may not seem to the accordance of the customer may not seem to the accordance of the customer may not seem to the accordance of the customer may not seem to the customer may not be customer. Customer may not seem to the customer may not be seen to the customer may not be used for any purpose other. than marter which the Company has provided it. The Company shall not be responsible for the hetalistics, our painting or maintenance of any Customer provided communications equipment.

Specificage. Customer what provide at no charge, as specified from time to time by the Company, any needed prisoneral, equipment space, and power to operate (company, any needed prisoneral, equipment installed on the premises of the Customer, and the local of healing and air conditioning specified to making any expension operating envisorment on such promises. Company that have reasonable arriess to the conduit to Customer's apode and in to System equipment-

Forekeye teaence the right to pass through to Custom of climbos from third pomes incutted in connection with called for or maintaining serves well using, without limitation. charges from building owners or other utilities for blockrissis service or tor (see o) solding legislate for the problem.

Claims With respect to any survice or faculty provided by the Company, each party shour indempthy, and detend 🌬 user party from all claims, actions, damages, liabilities, const. and expenses, including reasonable attorneys fees by (A) any loss, destination, or demage to properly of an international party or any third party, or the risath of or injury to partyres, to the extent the loss, destination, demage, death, or injury was caused by an examination trom the negligibility for injury and controlled the loss, destination, demage, death, or injury was caused by an examination trom the negligibility for invalidation of the hodorowying Party, as amproposes, appetra, representatives, or invitage; and (B) intringent unit of any proprietally of intrincent and international party. arising from and to the easiest coursed by the act or omission of the historicallying party.

Gradit Approvat: This equipment is subject to customer setablishment of creatmentings in accordance with on Lithritud MTSS provisions. The Company may request an advance payment and/or deposit is accordance with MTSS and the provisions of its filed family referenced above.

Liability of the Company The Company will set be liable for any indirect, includual, special, consequently, spaningly, of puritive damages to the Costomus as a result of any Company waves, aquipment, of lacitides, of the auts or omissions or negligence of the Couppany's amplioyees on applicable. The Company shall not be liable for any dulay or trained of performance or equipment mus to cause not reasonably within the control, including but not limited to; acts of Qog, Ira, mood, explosion, or other cause colves; any law, order. regulation, direction, action, or request of the United States government or of any other government, including stale find toost governments having or claiming jurisdiction over the Company, or of any department or egency, commission, busant, exported on, or other instrumentally of any new or trace of these tederal, state or local governments, as of any military audusting presemption of existing service in compliance with patiental emergencies; insurreceptes; injury way? unsystability of tights-of-way or maturials, or abbes, includes, Work stoppayor, or other labor difficulties.

Payment: Rayment for service, installation, and monthly recurring and Non-Recurring Changes, including approach in equal, state, and local taxes shall not be due partier than 14 days from the tale of the postmerk on the bill. If the trill is not part by the due date funcially within the days of njecting, it then becomes past due. The Company shall properly bills for Recurring charges monthly to the Customer in advance of the month which survice is provided

Itamiler and Assignment: Neither the Company pay in the flushment pay assign or trended the rights or done in the contrast and lacilities provided by the company without the written concern of the other party, owerest must me Company may assign to rights and muses [2] to any should be written concern of the other party, owerest must me Company may assign to rights and muses [2] to any should be written concern of the other party. Company (8) pursuant to any sale or banded of substantially all the exects of the Company, or (C) pursuant to any shrength, merger, or reorganization of the Company.

Termination Penaltes, Cancellation of Sanara by the Customer:

If a Customer farminates services at the above service address butors the completed of the letter of any substitution is served within the applicable farm), of it is Customer representation (as defined within the applicable farm), of it is Customer agrees to pay.

A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) Any disconnection, early cancellation, as termination charges reasonably incurred and peat to third period by Cumpany on bahalf of Customer, place

(C) The profession of a Heteriton Incentive Offer provided by Company to Customer, plus

(F) The full smount of monthly recurring charges lind would have been due loo the Company by the Captomer had the contract run to term

Renowal Unions and Customet or the Company noity the other in writing of its intent to terminate the agreements of tipus 30 days prior to the end of the term. This Austonium will be canawart and extended on a storith to-month basis.

Non-Discionurs. All Directs, towns and conditions associated with this Agraement are proprieting to Company and this part be disclosed by Customer to any party outside of

Notice: The Customer shall designate on the Service Order an address to which the Company shall mail or delicer all notices and other communications, uscapt that the Customer may also designate a separate address to which the company's bits for service what be mailed. The time rany shall designate on the Service Order are address to which the Customer shall mail or deliver all notices and other communications, except their the Company may design to appoint address on each bill for service to which the Customer shall med payment on that bit. All notices of other communications required to be given pursuant to my term with de in witing. Notices and using communications of

Governing Lew. The Agreement is governed by and auticute the lowe of the State of Ohio, the rules of the Ohio \$15 year. Office of the Ohio State of the Ohio \$15 year.

Wortenty Company and Customer each represent and wortents that it has full input yower, right, and quotingly by electric and perform this agreement, and that this agreement is a wind and finding or principle of the principle of the standard of the sta

<u>Severability.</u> In the event may one of more of its provisions nergin shall for any reason he held to be illeged or or inenzamente, film Agreement shall be revised unly to the exemb reconstry to make such provision(s) legal and enforcestio; provided, noweyer, that the agreement no revised is Collegated with the parties original intent.

Amendmenta. This Agreement may only be amuniced in wring and any anunchrent must be agreed to and signed by both Company and Customer.

Special Provisions: (1) Aucksys TeleSystems's responsibility, other than specified therein, is to provide voice, dais and other searches to Customer pur its writh released than specified therein. winst MI CS standard injuryon on installation is accordance with possible supplicious standard boys. [2] The information (contained here) is confidential and proprietary and should not be declosed. Where disclosing is required by supplicitly required, the possible of the proprietary and should not be declosed. Where disclosing is required by supplicitly required b use of such information. (ii) Service medications and additional hitms and conditions are destrict on Company wooding (www.buckaye-tolesystems.com), and in print markeding

E-21: I must not many, or posset to be moved any Buckeye TuloBystem equipment to properly to any other addition. Custofice expressly schamblages may the addition account with an amorphory 911 cell in the authorized address where the Mankhyp correct was originally provided; and ingli metwerned of the voice-unabled center modern form the original service location will result nearly energiately 911 cell height dendified as being from the original service location will result nearly energiately 911 cell height dendified as being from the original service location. Therefore, access to energiately 911 services will be Immay if the voice-encode another modern is moved from the original seasons location. Further, subscriber expressively rewindiges may be modern must not be left inguigated of with the politery resourced, and the coastal calife must not be disconnected from the modern, the wall coulded, or from this ground block cutaids the building. Any of innex actions will limit access to emergency \$11 service

Responding Use Palley: Maxifipo is a commercial earnicu ollerad for ressourable commercial and lawful use. Any initial use any insultin deconomistics of source, Unitated use a defined as up to 5.000 misules per month per like of focal use, and 2.500 minutes per month per like of server. Unimized And the U.S. Virgio (tended)



Schedule 2: National Switched Voice Services

12 Month Agreement _____ (initial)

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

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.049	\$0.049	Cutbound +1	Puerto Rico	\$0.11
xx8 bnuodnl	\$0.049	\$0.049	Į.	US Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	\$0.05	į	Hawaii	\$0.07

Calling Cards		7	8.5		
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u> AK & HI</u>	\$0,490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1,170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0,211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00	7
Non Recurring Charges	\$0.00	. }

Customer	Common and the appropriate and against the gra- terior	and the second second
Svc Address	The fire of the second second second	30.5
Floor		
City/State	·	
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Customer Svc Address						Aover ra
	No. 1	_	Bill Name Sec Bill Name	1774		
Floor		********	Bill Address	***		
City/State			FIr/Room			
Zip			City/State	- ,	·	
			Zip _			•
Customer Con	ntact		Billing Contact			
Contact Tel #			Contact Tel#	7		
	•			Tax Exemp	ot: <u>No</u>	
	Switch	ed Local S	Services			
Switched Loca			Monthly Unit	Qty	Monti	ıly To
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ī	Switched Services To	erm	· · · · · · · · · · · · · · · · · · ·	·····	7	
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• • •	Additional Schedules	Attach	Term]	
	National Services					
			36 Mont	h	1	
-	Facility Services Internet Services	X	36 Mont		7	
[Switched Services Te Additional Schedules National Services	Attach	Term]	

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 are

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

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

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on the 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 injury to the death of injury was caused by or resulted from the negligent or intentional act or 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 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 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 curved 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 aspestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site, where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



Schedule 3: Facility Services

Site	Compai	ıy	Address	City/State	Zip -
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2	31				• •
3					
4					
5					
: 6					
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: 8					
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10					

From/To	Service	Price 36		Qty	NRC	Total 36	
1-2	3 Mbps Ethernet (transport for IP)	\$371.80		1	Waived	\$371.80	
							
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Service Level

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

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

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

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



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Switched Loca	I Services		Mon	thly Unit	Qty	Mo	nthly Tot
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The information contained herein is confidential and proprietary and should not be disclosed.

Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatspever 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 business entity.

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

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

Termination Penalties Cancellation of Service by the Customer.

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

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

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

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

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 att 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 indefinify, and detend 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 injury to persons, to the extension of the Indemnifying Party, its employees or great the loss, destruction, along a state of the Indemnifying Party, its employees or great the loss, destruction, along a state of the Indemnifying Party, its employees or great the loss, destruction, along a state of the Indemnifying Party, its employees or great the loss, destruction, along a state of the Indemnifying Party, its employees or great the loss of the Indemnifying Party, its employees or great the Indemnifying Party, its e representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party

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

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

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

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

Hazardous Substances Customer certifies that it is not aware of the presence of any 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 deliract from, reduce or impair the overall performance or operation of Services, or require any material afteration 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 filled with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.040	\$0.036	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.036	\$0.040		US Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer	
Svc Address ****	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

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		Facility Services				
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The information contained horoin is confidential and proprietary and should not be disclosed.

Master Terms & Conditions

Term of Agreement: Cualomar agrads to a minimum term langth and service type as indicalled in the atlactled Schedules, which are provided by Buckeya Tela System (BTS). Term pegins immediately upon the service installation (billing) date. If Customer following the complement of the Initial term transitions to a Month-To-Month agreement for any reason wholsdayer the Customer agrees to pay shy increase in direct and/or third porty expenses in provide service to like Customer by the Company.

General: The service is furnished on the condition that it will be used only for sutherized and tawful purposes. The service is effered subject to the availability of facilities and may be limited from time to time for treasure beyond the control of Company. Company has the right to limit the manner in which any period of the recommunications 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 nerely.

Governing Law: This Appearant to governed by and subject to the laws of the Suajo of Onio, the Public Utilities Commission of Onio, the FCC and the tents of BTS

Non-Disclosure: All prices, forms and conditions associated with this Agreement are proprietary to Company and will find the disclosed by Customer to eary garry outside of Customer's business artify

Charges & Payment Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due object than 19 days from the date on the bit. If the pill is not poid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bits 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 es a result of any Company source, equipment, or facilities, of the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or fallers of performance or equipment due to causes not reasonably within its carried, including but not timited to: acts of God, tre, flood, explosion, or other constroynes; any taw, order, requision, direction, action, action, or request of the United States government or of any other government, including size and local governments having or counting furladiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these jederal, state or local governments, or of any milliony authority; preemption of existing service in compliance with national emergencies; insurrections; ricits wars, unaveilebility of rights-of-way.

Termination Panalties: Concellation of Service by the Customer.

If a Customer terminates services at the above zarvice address percre the completion of the initial term or any subsequent renewal learns for any meson whatsoever other than services interruption (as defined within the applicable tariff, or if a Gustomer moves to another service address that Company connot service the Gustomer agrees to pay:

- (B) Any disconnection, early capcallation, or farmination charges reasonably incurred and paid to furth parties by Company to statistics service to Customer, plus (B) Any disconnection, early capcallation, or farmination charges reasonably incurred and paid to find parties by Company on behalf of Customer, plus
- (C) The promise portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been oue too the Company by the Customer had the contract run to tan

Saverability: in the event that one or mere of the provisions herein shall for any resson be held to be libing to unenforceous, this Agreement shall be revised only to the exercise. necessary to make such provision(s) legal and anforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

WARTARDY, Buckeys warrants that Services shall be performed in a lightly 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 FITHESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and wentants that it has just legal power, right, and bullduily to execute and partorn 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 expanses to ligentify or corroct any failure coused by facilities and equipment not furnished by Buckeye or to ropetr deringe or interruptions coused by the Customer or Customer's

Amondments: This Agreement may only be amended in which and shy smandment must be agreed to and signed by both Company and Customer,

Nutrice: The customer may choose to have notices and pilis activered via U.S. Mail. in person, or plectronically. The Customer shall destinate on the Service Order an appropriate address to which the Company should deliver all notices and other communications, except that the Customer may also designate a superate address to which the company's title for service shall to 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 oil for service to which like Customer shall mail or hand deliver payment on that bill. Attangements also can be made for creat card or alectronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the territ will be in whiting. Notices and other communications of either party, and all bills malled by the Company, shall be presumed to have been delivered to the other party on the tritid business day following deposit of the notice, communication,

Chalms: Wan respect to any service of fecility provided by the Company, each party spoil indomnify, and defend the other party from all detent, actions, damages, liabilities, costs, and expenses, including (excensible atometric floor for (A) only rock, destination, protocopy to another by the Indomnthad Party or any third party, or the death of of Injury to persons, to the extent the load, destruction, demands, death, or injury was caused by or resulted from the negligent or intolligent ext or pursoion of the Indomnthing Party, its employees, agents, representatives, or invitees; and (9) infringement at any copyright, patient, tages scored, or any proprietary or intellectual property right of any mire party, arising from and to the expension of the Indomnthing party. caused by the act or emission of the indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified horosit, is to provide voice, date and video services to Customer per its built rates and charges within MT66 standard interval of Initiational naccordance with possible exceptions stated on Page 1 (2) The information contained for on its confidence and proprietary and should not be dischard. Where disciprum is required by appropriate legal means, we party facelying nears shell unmodicity communicate with the other party the source, liming and use of such

Force Majours: Neither party shall ge tiable to the earn for any joss or damage which may be suffered by the other party, of for any failure to perform its obligations under the Aprentiant to the extent that such demago or failure to due to any cause beyond the first party's reasonable control including without limitellon any act of God, increment weather, failure or annuago of power supplies, flood, drought, fighting or fire, strike, lock-out, trade dispuls or labor distributions, the act or omission of Government, highway sulfighties, public talocommunications operation or other compotent authority, wer, mixtury operations, or not, efficiely, delay or failure in manufacture, production or supply by fining parties of the Service Equipment or any perf

Default: If either party falls to porform any material obligation within this Agreement or violates any material form or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a custout notice from the enter party. Then the other party shall have the night to terminote this Agreement upon written notice to the defaulting party.

inscivency. If althor party falls to perform any material obligation within this Agreement of violetos any material term or condition of this Agreement, and such feiture or violeton 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: Cusiomer carilles that it is not awars of the presence of any asbested or other hazardous substance (as defined by any applicable state, federal, local hazardaya waasa or anyironmental law or regulation) at any alsa where Buckeys is to perform services under Ints Agrosmant, if during such performance Buckeys employees or agents encounter any such substance. Customer agrees to take all necessary steps, at its own expense, to remove or contain the seperates or other hazandous substance and to test the premise to ensure that appears does not exceed the lowest exposure time for the preference of the workers. Buckeye may suspend performance under this Agreement until the removal of containment has been completed and approved by the appropriate governmental agency and duckaya. Performance antiquitions under this Agreement shall be extended for the delay coursed by said clean up of ramoval. Customor's failure to remove or contain the nazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye to commisses, Customer shall raimbures Buckeye for expenses incurred in performing this Agreement until term

Credit Approval; This agroement is subject to customer establishment of credit monthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or doposit 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 ontwronmental conditions for the installation and housing of Sarvice Equipment; and all necessary electrical power supplies and biter 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 feaerves the right to modity, change, add to at replace the Buckeye Neevork of the Service Equipment of any apparatus campitted thereth. Any such Distribution of Services because the relative models of Services, or require any number of Services and Servi



Schedule 2: National Switched Voice Services

36 Month Agreement ____ (initial)

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

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.040	\$0,036	Outbound +1	Puerto Rico	\$0.11
inbound 8xx	\$0.036	\$0,040		US Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1,170	\$0.412	\$0.362	\$0,399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	1000	\$0.00
Non Reoccurring Charges		<u>\$0.00</u>

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Telecommunications Master Service Agreement

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Master Terms & Conditions

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

Generat. 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; nots; wars; unavailability of rights-of-way.

Termination Penalties Cancellation of Service by the Customer.

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

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (5) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

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

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

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

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

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

場合 - アンドラ アンドラ (Dylings) With respect to any service or facility provided by the Company, each party-shalf indomnify, and defend the other party-from ell-claims, collons, 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 exicst the loss destruction, damage death, or injury was caused by or resulted from the negligent or injentional 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, anising 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 latiff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, liming and use of such information.

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, detay 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 reimourse 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 aravided 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 afteration to the Buckeye Network physical interface or protocol used by the Customer in using



Schedule 2: National Switched Voice Services

12 Month Agreement _____ (initial) 🗸

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

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.049	\$0.049	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.049	\$0.049		US Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

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

Monthly Commitment	<u>\$0.00</u>
Non Reoccurring Charges	\$0,0 <u>0</u>

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Telecommunications Master Service Agreement

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The information contained nersin is confidential and proprietary and should not be disclosed

Mastar Terms & Conditions

Term of Agreement: Customer agrees to a mislmum term length and service type as indicated in the attached Schedules, which are provided by Sucreya TeleSystem (BTS). Turn 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 research whateower the Customer agrees to pay any increased in direct end/or third party expenses to provide sendos to the Customer by the Company,

Ganami: The service is turnished on the condition that it will be used only for authorized and author purposes. The service is differed subject to the aveignish of facilities and may be imited from time to time for research beyond the control of Company. Company has the right to limit the manner in which any portion of it to economic evides astwork ("Network") is used to protect the behavioral imagnity of the Network Customer has the right to purchase additional live products at the price specified here:

Coverning Law: This Agreement is governed by and subject to the tawa of the State of Onle, the rules of the Public Utilities Dominiseion of Onle, the FCO and the latifits of STS

Horn-Disolabutes: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be illed coold by Customer to any pure outside of Customer's business contry.

Charges & Payment Payment for service, resistation, and monthly recurring and Non-Flecturing Charges, instituting applicable terteral, state, and local tures shad not be due earlier and 19 days from the data on the bit. If the bit is not paid by the due date (supply within 30 days of receipt), it that Decomes past due. The Company shall present bits for Recurring charges crontilly to the Customer in advance of the month which service is provided.

Limitation of Lixbility. The Company will not be liable for any undirect implement, appoint, consequential, exemplery, or puritive carryages to the Quaternal as a result of any Company service, equipment, of feddities, or the salts of orbissions or negligence of the Company's employees or agants. The Company shall not be liable for any delay or failule of parlormanny or requipment due to causes not reseasebly within its control, including but not impled to sale of God, fire, blood, 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 instrumentally of any one or more at these lederal, state or local governments, or of any military authomy; presented of existing service in compliance with national energencies; insurrections; ricks; were, unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:
If a Customer terminates carries at the above service address before the completion of the lotted term or any subsequent renewal terms for any reason whatsoever other than earlies interruption (as defined within the applicable tatiff), or it a Customer moves to another service address that Company cannot send the Customer agrees to pay.

A) All Non-Recurring Charges rescribeby expected by Company to establish service to Customer, plus

(3) Any disconnection, awfy cancellation, or termination changes reasonably insured and paid to third penties by Company on behalf of Customer, plus (C) The provide performer, plus provide performer, plus in the provided by Company to Customer, plus

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Severability: In the avent that one or more of the provisions haven shall for any recent no held to be tillegal or (mankemental), tills Agreement ahad be myised only to the exent necessary to make each provisional lagal and enfonceable, provided, however, that the agreement at revised is consistent with the parties' original intent.

Warranty, Suckeys warrants that Services shall be performed in a timely and prolessional manner and with reasonable skill septions. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESSOR IMPLIED, STATUTICRY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE RITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE), ARE HEREBY EXCLUDED. Company and Customar each represents study agreems that true full legal power, right, and authority to execute and perform this agreement, and that this agreement

Membersance: Buckeys shall be responsible for the meintenance of the Buckeys Network and Service Equipment and shall have the right to energy the Customer for its costs and expenses to identify or correct any failure caused by tegrities and equipment not furnished by Buckeys or to repair damage of Interruptions datased by the Customer of Customer's

Amenderillents: This Agreement may only be amended in wrang and any amendrates must be agreed to and signed by both Company and Coscorier.

Notice: The customer may chouse to have nonces and bills delivated the :1.5 Mark Imperson, or eleutronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all nothes and other communications, except that the Customer may also designed a separate address to which the company's bills for service shall be mailed or derivated electropically. The Company shall designate on the Sensise Ovier an address to which the Customer shall mail or deliver all notifies and other communications, except that the Company may decignate a separate address on each bill for service a which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of bunde to pay bits. All numbers or wher communications required to be given pursuant to the tariff will be in writing. Modeas and other communications of either party, and all bills or elect by the Company, shall be presumed to make been califered to the other party on the filled business day following

Claima: With respect to any contine or facility provided by the Company, each party shall incornsily, and defend the other party from all colors, accord, demages, liabilities, costs, and expenses, including recognishe attornays' fees for (A) any loss, destruction, or distinge to property of the indemnified Perty or any our day or the death of or injury to persons, to the exent the lose, destruction, camerie, death, or injury was occased by or resulted from the negagent of intentional act or omission of the indomnifying Party, its employees, agents, rapsour tubbeel of Initiality (2) Entingement of my appulling patent, make shorts, or any proprietary on their property right of not beed young, ednaused by the aut or oralission of the indemnifying party

Special Provisions: (1) Buckeye FeisSystem's responeithly, other than specified herein, is to movine voton, one and video between Customer par in tall taxes and otherspea within bedosed. Where disclosure is required by appropriete legal makes, the party receiving and in makes the disclosure is required by appropriete legal makes, the party receiving and to early immediately communicate with the other party the source, thing and use of such

2

Force Majours: Neither party shall be abble to the other for any castor cleanage which may be suffered by the other party, or for any faither to perform its obligations under the Agreement to the sount that such damage or fature is due to any cause beyond the first pany's rescureble control including without limitation any not of God, inclement weather, tellure an anothego of power supplies, ficod, drought, lightning of the, strike, lock-yet, trade discuss or labor disturbance, the action on beginn of Government, but they authorities, public ommunications operative or other competent authority, war, missery operations, or rior, officulty, delay or failure in manufacture, production or supply bird parties of the Service Equipment or any part thereof.

Defects if either pany fills to perform any moterial obligation within the Agreement or volumes any mitted it in or condition of the Agreement, and such failure or violation is not cured thin 30 days following receipt of a default notice from the other pany, it is not expensely be a property to terminate this Agreement upon written notice to the defaulting party.

enter the distribution is performed any material colligation within the Agraement or violatee any material term or condition of this Agraement, and such failure or violation is not constituted by the following receipt of a detault notice from the court party, then the other party small have the right to terminate this Agraement upon writter notice to the delauting

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestoe or other hazardous substance (as defined by any applicable state, technic, local razarecus wasta 31 anwionmantal law or regulation) at any site where Suckeye is to porform services under this Agreement. If during such parformance (buokeye employees or agents andounter any such submitted, Customer agrees to take all necessary stope, at its own experts, to remove or commit the extretes or other necessions substance and to less the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may excepted participant or the Agreement until the removal of configurated hits been completed and approved by the appropriate governmental againsy and Buckeys. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's latture to removal or contain the hazardous substance shall entitle Cuckeys to terminate it is Agreement without further liability. If Scokeys so terminates. Customer shall relimbures Suckeys for expenses incurred in conforming this Agreement until termination.

Credit Approval: The agreement is subject to dustrimer establishment of credit vertices in accordance with serablishment of SS provisions. The Company may request an accordance with MTSS and the provisions of its filed terif referenced above.

Peditties and Equipment: The Customer shall evoyde at all times surenia section accommodation, susetance, facilities, and environmental coactions for the installation and housing d Service Equipment and all recessory electrics power supplies and other tracellations and littings and for the commissioning and provision of Service. The Customar shell a saure that such preparation and provision are effected at the Customar's sole out thetay a Sarvice and Service Equipment are inestated at the Shall and the accordance with the absorbing the same that such preparation and provision are effected at the Customar's sole out thetay a Sarvice and Service Equipment are inestated at the Shall and the accordance with the absorbing the same that
Sundard of Service: Buckeye reserved the right to modely, change, poble or replace the Buckeys Nativoth or the Service Equipment or any apparatus completed therein. Any such modification, change, addition or replacement shall be contract out at Buckeye's own expense and Buckeys shall use reasonable endeavors to ensure it does not materially detrect from, reduce or impair the overall performance or operation of Seneces, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer In using Sarvices.



Schedule 2: National Switched Voice Services 12 Month Agreement (Initial)

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

Dornestic	Intrastat e	Interslate	Off Shore		
Outbound 1+	\$0.049	\$0.049	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.049	\$0.049		US Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
	Continental US	AK& HI	PR & USVI	Guam	N Mariena IS.
Continental US	\$0.123	\$0,423	\$0.179	\$0.328	\$0.365
AK & Hi		\$0.625	\$0.525	\$0.487	\$0.524
Canada		\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.879	\$0.377	\$0.414

Monthly Commitment		<u>\$0.00</u>
Non Reccurring Charges	-	 <u>\$0.00</u>

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