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December 18, 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 44 Contracts

Dear Ms. Jenkins:

Enclosed please find a completed Telecommunications Application Form and five (5) copies of 44 contracts between Buckeye TeleSystem, Inc. and 44 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

Attorneys for Buckeye TeleSystem, Inc.

SMH/jab Enclosures

cc: Thomas K. Dawson

This is to certify that the images appearing are an accurate and complete reproduction of a dam tille document delivered in the regular course of scainess rechnician Date Processed 12 18 06

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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)) Case No. 06-1017-TP-AEC In the Matter of the Application of Buckeye TeleSystem, Inc. to approve certain contracts. Name of Registrant(s)_ Buckeye TeleSystem, Inc. Address of Registrant(s) 5566 Southwyck Blvd., Toledo, Ohio 43614 Company Web Address www.buckeyetelesystem.com Phone 419-724-9802 Fax 419-724-7074 Regulatory Contact Person(s)_ Thomas K. Dawson Regulatory Contact Person's Email Address askus@buckeve-telesystem.com Contact Person for Annual Report Thomas K. Dawson Phone 419-724-9802 Consumer Contact Information _____ Bonnie Edmonds Phone 419-724-7261 Date: <u>December 18, 2006</u> TRF Docket No: 90-9037-TP-TRF Motion for protective order included with filing? ☐ Yes ⋈ No Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe] Company Type (check all applicable): ☐ CTS (IXC) ☐ ILEC ☐ CMRS ☐ Other (explain) NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period. 1. Please indicate the reason for submitting this form (check one) 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies) □ 2 (ABN) Abandonment of all Services a. CLEC (90-day approval, 10 copies) □ b. CTS (14-day approval, 10 copies) □ c. ILEC (NOT automatic, 10 copies) 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page. 🗆 a. Switched Local 🗆 b. Non-switched local 🗆 c. CTS 🗔 d. Local and CTS 🖂 e. Other (explain) □ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies) ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies) □ 6 (AEC) NOTE: see item 25 (CTR) on page two of this form for all other contract filings. ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies) □ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service □ 9 (ATA) □ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI) Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; Do Not Docket, 4 copies) 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) New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies) Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies) □ V. □ 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) □ 11(ATR) □ 12(ATW) Application to Withdraw a Tier 1 Service □ a. CLEC (60-day approval, 10 copies) 🗅 b. ILEC (NOT automatic, 10 copies) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies) □ 13(CIO) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies) □ 14(NAG) u 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies) □ 16(SLF) Self-complaint Application □ a. CLEC only -Tier 1 (60-day automatic, 10 copies) □ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies) □ 17(UNC) Unclassified (explain) (NOT automatic, 15 copies) Tariff Application Involving only Tier 2 Services □ 18(ZTA) 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 TRE EILINGS	ONLY NOT NEW	CASES (0-day notice,	(conies)
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- 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:

	[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)
0	[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.
0	[3]	Brief description of service(s) proposed.
	[3a-b,3d]	Explanation of whether applicant intends to provide \square resold services, \square facilities-based services, or \square both resold and facilities based services.
0	[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.
	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
0	[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.
0	[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
,		Documentation to support the applicant's cash an funding sources.
	[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.
<u> </u>	[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.
1	[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, □ retail tariffs, or □ resale tariffs.
0	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
۵	[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.
0	[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).
	[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.
0	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<u> </u>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<u>-</u>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
	[1-2,4-7,9,12-	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected
0	13,16,18-23,25]	Specify for each service affected whether it is \square business; \square residence; or \square both. Also indicate whether it is \square switched or \square

	[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.
ļ		☐ 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.
	96, 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.
ļ I	18, 21 (increase	
	only)]	Co CN (4) - 14.1 1 - 1 - 1 - 14.1 (4 Π PC/ 2)
	[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.
0	[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.
0	[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.
D	[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).
0	[1,3a-b,3d,7,	Maps depicting the proposed serving and calling areas of the applicant.
	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): •
	<u> </u>	Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the
		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.
	<u> </u>	
		Other information requested by the Commission staff.
	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff:
1		□ Paper Tariff □ Electronic Tariff - If electronic, provide the web address for the tariff:

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

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

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

Ina Tangan	Thomas K. Dawson	Steve Howard	
Joe Jensen President	Vice President	Attorney	
5566 Southwyck Blvd.	5566 Southwyck Blvd.	52 East Gay St., P.C) Box 1008
Toledo, OH 43614	Toledo, OH 43614	Columbus, OH 436	
	be filed with the Commission by each c		
ompletion to the address and individual List Name(s), DBA(s) and	PUCO Certification Number(s) Telecommunication or other.	ther address or individual is so to of any affiliates you have	e operating in Ohio under
	<u>AFFIDA</u>		•
	Minimum Telephone S	ervice Standards	
l'elephone Service Standards, as modifi	(Name of Company) Minimum Telephone Service Standard ed and clarified from time to time, supenderstand that noncompliance can result ne foregoing is true and correct.	rcede any contradictory provisio	ns in our tariff. We will fully comply
Executed on <u>December 13, 2006</u> (Date)	at <u>Toledo, Ol</u> (Location)	nio	
	Scomm 1. La	Wice President	December 13, 2006
	*Signature and Title		Date
* This affidavit is required for authorized agent of the ap	or every tariff-affecting filing. It no plicant.	nay be signed by counsel or o	an officer of the applicant, or an
	<u>VERIFICA</u>	<u> FION</u>	
. Thomas K. Dawson ,ver	ify that I have utilized, verbatim, the C	ommission's Telecommunication	ns Application Form and that all of t
	tional information submitted in connect		~ -
montation sublimited here, and an add	Jones K. C	Vice President	December 13, 2006, Date
	*Signature and Title		

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

Public Utilities Commission of Ohio

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

AFFIDAVIT

STATE OF OHIO)
) ss
COUNTY OF LUCAS)

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

Thomas K. Dawson Vice President

Sworn and subscribed before me in my presence this 13th day of December, 2006.



PENNY KAY PERRINE Notary Public, State of Ohig Lung ag Perune
Commission Expires 5/23/40 tary Public

My commission expires on 05/23/07.



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Signature by both parties on this document constitutes a service orderin accordance with the master terms and conditions attached. Customer signature Adiew, agrees to	• ••	the individual terms an	d pricing in the	ettached schedules,			
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on of Agreement Customer agrees to a minimum term length and service type as indicated in the attached Schadules; which are provided by Buckeye TeleSystem (BTS). Term jine immediately upon the service track and Chilling) date. If Customer following the completion of the false limit transitions to a Month-To-Month agreement for any ressort steperar the Customer to pay any increase in direct and/or thirt party expenses to provide service in the Customer by the Company.

metal: The service is underlying the conciden that it will be used only for surfacezed and landly purposes. The service is differed subject to the swatebility of lectifies and may be used from time to fine for response beyond the control of Company. Company but the right to smit the manner in which any portion of its telecommunications network ("Network") is sed 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 Neconstructed interest and to protect the technical integrity of the Network. Customer tray the right to purchase additional like products at the price specified herein.

averning Law; This Agreement is governed by and subject to the laws of the State of Ohlo, the rules of the Public Utilities Commission of Chio, the PCC and the tellifis of BT:

on-Disclosurs: All prices, lerms and conditions associated with this Agreement are proprietary to Company and will not be declosed by Customer to any party outside of usiomers ousiness entity.

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

Justification of Liability: The Company will not be liable for any indirect, incidentsi, special, consequential, momplary, or punitive damages to the Gustomer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's amployees or agents. The Company shall not be liable for any delay or fallers of performance or equipment due to causes not reasonably within its control, including but not litrified to: anis of God, live, flood, explosion, or other castelropies; any law, order, regulation, direction, sciton, 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 depictment of a Qeneral States presentation of the Instrumentality of any one or more of these federal, state or local governments, or of any military sutherity: presemption of abeling service in compliance with national emergencies; insurrancious riche; was: unavailability of highla-of-way.

Termination Partialise: Cancellation of Service by the Customer:

If a Customer terminates nervices at the above service address before the completion of the initial form or any subsequent renewal terms for any reason whetevever other than orice intermption (se defined within the explicable tariti), or it a Customer (power to another service address that Company cannot service the Customer agrees to pay:

A) All Non-Recurring Charges ressonably expended by Company to celebilish service to Customer, plus (8) Any decorrection, sarly concettation, or bemination changes reasonably incurred and paid to third parties by Company on behalf of Customer, plus (C) The profits period of a Resember Incertible Other provided by Company to Customer, plus

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

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Severability; in the event that one or more of the provisions herein shall for any reason be held to be literal or unenformed a, 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' oxiginal intent.

fronto that Sendoes shall be performed in a timely and prolessional manner and with responsible skill and care. SAVE AS EXPRESSLY SET PORTH IN THE AGREEMENT; ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE PITALESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it may be presented 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 change the Customer for the costs and supprises to identify or correct any talking caused by facilities and equipment not furnished by Buckeye or to repair demage or interruptions caused by the Customer's... john of the The state of the state state of the state of

Amenuments: This Agreement may only be emercised in writing and any amendment must be agreed to and algred by both Company and Customer.

se gray choose to have notices and this delivered this U.S. Mail, imperson, or electronically. The Customer shall designate on the Service Order an appropriate segment of the Service Order and appropriate the service of the Company's bills. Notice: The customer address to which the Company shall deliver all notices and other communications, sweet that the Customer may also designate address to which the company's bills for species shall be installed or delibered electronically. The Company shall designate on the Service Crear or address to which the Customer shall mail or deliver all notices and other commandations, except that the Company receiptable a Separate access on each bill for service to which the Customer shall mail or hand deliver payment on that bill. To all principles step man be made for conflicted or electropic terral or liveds to pay bills. All notices or other communitations required to be given pursuant to the hull will be in with the Modern and other committees are of center burn, and as also makes by the Company, shall be preserved to have been delivered to the care party of th

Charges, Will respect to any myles of leathing provising by the Company, each pony small incommity, and studied the other pone large of chipms, state at the chipms, state and state of and expenses. Assuming researches stronged less for (a) any live, destination, or covers to properly of the indomnified Party or any little party, or it is death if or interpretable persons, to the extent the loss, destruction, demand, destination of the individual party of the individual part agents, representatives, or invitages and (8) intringement of any copyright, perent, trade secret, or any proprietary or intellectual passets from the desiry, adding from and to the extent caused by the act or omission of the indemnifying party

Special Provisional (1) Buokoya Telabystamia responsibility, other than appelled herein, is to provide voice, data and video services to Customer per lis teriff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein to continue that and proprietary and should not be decinated. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, bright said use THE STREET WITH THE STREET

Force Majayan: Neither party shall be ligible to the other for any loss or damage which may be suffered by the other party, or for any latture 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 responsible control including without limitation any act of God, inclement weether, latture or shortage of power supplies, flood, drought, Springing or line, attitue, lock-out, trade dispute or latturbance, the act or ordination of Government, highway authorities, public lelacommunications operature or other completest authority, war, military operations, or rist, difficulty, daily or failure in manufacture, production or supply by fulld parties of the Service Equipment or any part thereof.

Default: It either party falls to perform any material obligation within this Agreement or violates any material ignm or condition of this Agreement, and such failure or violation is not cured within SO trains tollowing 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 eather pairly fails to perform any material obligation within this Agreement or violates any material term or condition of the 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 desauting

Hezerdous Substances: Customer certified that it is not award of the presence of any substance or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or requisition) at any sits where Buckeye is to perform services under this Agreement. If during such performance Buckeye amotoyees or agents announter any such substance, Customer agrees to take all necessary steps, at its own paperes, to remove or contain me subsetos or other hazardous eubstances and in 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 cleam up or remove). Customer's failure to remove or contain the hazardous substance shall entitle Buckeys to terminate this Appearant without further fability. If Buckeys at terminates, Customer shall reimburse Buckeys for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditions in accordance with established MTSS provisions. The Company may request an advance payment enclor deposit in accordance with MTSS and the provisions of its lited teriti referenced above.

Facilities and Explament: The Customer shall provide at all times suitable secure accommodation, assistance, isotifies, 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 priore Service and Service Equipment are installed at the Siles and in accordance with the apscifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to mostly, change, add to or replace the Buckeye Nobeck of the Service Equipment or any appendus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable andexects to ensure it does not materially default on or advantant of Services, or require any material alteration to the Duckeye Network physical interface or protocol used by the Customer



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 (8TS). 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; fiots; 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 anforceable; 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 shall 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 hand deliver payment on that bill.

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

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

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

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

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

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

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

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

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

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



TELECOMMUNICATIONS SERVICE AGREEMENT

Date Customer Information				
Customer Svc. Address Floor City/State Zip Customer Contact Contact Tel. # Customer Contact Contact Tel. #		Bill Name Sec.Bill Name Billing Add/St Fir/Rm. City/State Zip Billing Contact Telephone # Bill Contact Telephone #	(letter on file)	
Service Pricing				
Telecommunication Services	36 Month Unit	Qty	36 month	
Business Line Message*	\$19.50	16	\$312.00	
256K Frame Relay Port MaxLink DSO Access Channels	\$28.00 \$10.00	1 4	\$28,00 \$40,00	•••••
NAZLIIR BOO Access Citatiness	\$10.00		7.1.1.	
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ntralate tolk billed at 5 to permin Monthly Total			\$380.00	was wi th a significant
mongny your				
Non-Recurring Charges			Waived	
ignatures	Future LEC tariff changes ma Buckeye reserves the right to from third parties incurred in c or maintaining service includin building owners or other utilitie existing wiring or facilities. Signature by both parties on the	04/18/03 and is valid for 30 days, y impact this quotation. pass through to Customer charges		
		 		
Authorized CuStomer Representative	ve			
	··e		Title	



Schedule 2: National Switched Voice Services

Month to Month Agreement _

__ (initial)

This is a Special Pricing Agreement for Customers of Detour Only.

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

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		Us Virgin Islands	\$0.11
Canadian 8xx	\$0.013.13	\$0.013,13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

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

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

Customer					
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TELECOMMUNICATIONS SERVICE AGREEMENT

Date Customer Information				······································				···	
Customer Svc. Address Floor City/State Zip				Bill Name Sec. Bill Name Billing Add/St. Flr./Rm. City/State Zip				- - - -	
Customer Contact Contact Tel. #	-t			Billing Contact Telephone #				··	
Customer Contact Contact Tel. #				Bill Contact Telephone #		 -		-	
				Tax exempt Non-Exempt	х	_(letter on -	file)		
Service Pricing							T		
Telecommunication Services	1 1	ionth nit	60 Month Unit	Qty			36 month	60 month	
Business Line/Measured*	1	9.50	19.00	18		<u> </u>	\$351.00	\$342.00	
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Non-Recurring Charges							Waived	Waived	
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	Future LEC tariff Buckeye reserve	chan s the	ges may in right to pas	2/05 and is valid for pact this quotation is through to Custo	n. omer charges	ı		÷	•
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Switched Services Terms and Conditions

Services: Buckeye TeleSystem ("BTS"), in addition to its filed tariff, BTS PUCO No. 2, will provide the undersigned, 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 8TS solarly or in conjunction with another communications carrier.

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 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, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby 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 equipment.

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

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.

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

<u>Credit Approval</u>: 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 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 or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

<u>Payment:</u> 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.

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

Cancellation of Service by the Customer: If a Customer terminates services at the above service address before the completion of the initial terminor any reason whatsbever tithe than a service interruption, or if a Customer moves to another service address that Company cannot service, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recturing Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms. None of the charges described in (A), (B), or (C) above shall apply to the Customer who terminates service or moves to a service address that the Company cannot serve after the completion of the initial 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 tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, 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 illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

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

Special Provisions: (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.



Schedule 2: National Switched Voices

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

<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		Us Virgin Islands	\$0.11
Canadian 8xx	\$0.013	\$0.013		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0,412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

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

Customer				
Svc Address				
Floor				
City/State				
7in	 And the second second	- Arritanes - Ger	- 1 - Effect Significance	und met



Telecommunications Master Service Agreement Date Quote was generated on this date and is valid for 30 days Move/Transfer Customer Bill Name Svc Address Sec Bill Name Floor **Bill Address** City/State Fir/Room Zip City/State Zip **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 1,025.99 Non Recurring Charges Switched Services Term Additional Schedules Attach Term National Services **Facility Services** 2 Month Internet Services Signature by both parties on this document constitutes a service older in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules.

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

Authorized Customer Representative

Title

Title

Term of Agreement; Customer agrees to a minimum tength 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 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 expension, inchining reasonable attorneys fees to: (A) any loss, destruction, or domage to any other handless of the shall 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, an invitees; and (B) infinitement of any capyright, patent, field exercit, or any proprietary or intellectual property right of any third party, asking 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 ornssion 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 falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous 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 affected 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 reptace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or reptacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material attention to the Buckeye Network physical interface or protocol used by the Customer in using Services.



Schedule 3: Facility Services

Site	Сотрапу	Address	ress City/State		
1	- · · · · · · · · · · · · · · · · · · ·	A Section 1			
2					
3					
4					
. 5					
6					
7					
8					
9					
10					

From/To	Service		Price 36	Qty	NRC		Total 36
1-2	100 BT Ethernet P	t to Pt	\$1,025.99	. 1	\$1,125.00		\$1,025.99
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Salata Mariana	A TOTAL CONTRACTOR OF THE STATE		2 1 g 2-88 2 as a	· · · · · · · · · · · · · · · · · · ·	Grabban et et en e	A MAN A LA A A AMERICAN	ಶ್ರೀಕಾರ್ಯಕ್ಕೆ ಗಡುವು ಶ್ರೀಕಾರ್ಯಕ್ಕೆ ಗಡುವು
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Service Level

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

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

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

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



Telecommunications Master Service Agreement Date Quote was generated on this date and is valid for 30 days Move/Transfer Customer **Bill Name** Svc Address Sec Bill Name Figor **Bill Address** City/State Flr/Room Zip City/State Zip **Customer Contact Billing Contact** Contact Tel # Contact Tel# Tax Exempt: No **Switched Local Services** Monthly Unit Monthly Total Switched Local Services Qty Monthly Total/Facility/internet 99.99 Non-Recurring Charges Waived Switched Services Term **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

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 (biling) date. If Customer following the completion of the initial term transitions to a Moreti-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 8TS

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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 dentify or correct any failure caused by facilities and equipment not furnished by Suckeye or to repair damage or interruptions caused by the Customer's

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

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

Claims: "With respect to any service of facility provided by the Company, each party shall indemaity, and defend the other party from all claims, actions, damages, liabelies, obsts, and expenses, including reasonable attorneys' feet for (A) any local 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, demage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemsifying Party, its employees; agents, representatives, or invitees; and (B) infringement of any copyright, patera, bade secret, or any proprietary or sitellectual property signs of any third party, ansing from and to the extent caused by the act or omission of the Indemnifying party

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

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

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

Insolvency: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such faiture 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 Agraement. 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



Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
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2				
3				**
4				
5				
6				
7				**** =
8				*
9				
10				

From/To	Service	Price 36	Qty	NRC	Total 36	Total 36
1-2	512K/3Mbps Asymmetric IA Transpor	t \$51.99	1	Waived	\$0.00	\$51.99
						·
	· ·					
					3% 77 p.5	<u> </u>

Service Level

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

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

A complete inventory of fiber and equipment specimentions, as well as fiber count will be provided in the Commercial

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



Telecommunications Master Service Agreement

Date Quote was generated on this of	 date and is valid for 30 days				
Customer			Bill Name	Same	
Svc Address	•		Sec Bill Name		
Floor			Bill Address		
City/State			Fir/Room		_
Zip			City/State		
			Zip		-
Customer Co	ontact :		Billing Contact	· ·	
Contact Tel #			Contact Tel #		
٠.				Tax Exempt Non-Exempt	<u>X</u>
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٠	Schedule	Attach	Te	rm	
	Switched Local Services	X			
	Additional Schedules	Attach	Te	rm	
	National Services	X	12 M	onth	
	Facility Services				
	Internet Services				
	Signature by both parties on this with the master terms and condite the individual terms	ons attached. Cust			
-	,		•		
Autnorize	ed Castomer Representative	•			
<u></u>	Title	-		-	
	Date	- .		Date	

Term of Agreement Customer agrees to a minimum term length and service type as indicated in the attached Schedulds, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following this completion of the initial ierm 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's party outside of Customer's

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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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 dentify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day 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 exponses, including reasonable attriffiers' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or 2% 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 negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or unvitees; aftir (B) initial general or any copyright, patent, trade secret, or any proprietary in intellectual property light or any thrick party, arising from and to the extent caused by the act or omission of the Indemnifying party سانية

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

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



Schedule 2: National Switched Voice Services 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+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035	,	US Virgin Islands	\$0.11
Canada 8XX	\$.13	\$.13	-	Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

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

Monthly Commitment	· · · · · · · · · · · · · · · · · · ·	\$0.00
Non Reoccurring Charges		\$0.00

Customer							·				·::
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generated on this date	and is valid for 30 days	···					Move/Transf
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Feature - 3-Way Feature - Call T			\$	2.75	7 7	3 5	19.25 19.25
Feature - Caller			\$	2.00	7	\$	14.00
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·Ì	National Services	Х		36 Mon		1	•
T	Facility Services	Х	36 Month]		
. • [Internet Services	Х	36 Month]		
	Signature by both parties on this docu with the master terms and conditions a the individual terms and	attached, Custo	ner signa	ture below a			anderson on the State of the Assessment to
Authoriz	ed Customer Representative	 .		. 1	<u> </u>	· · · · · · · · · · · · · · · · · · ·	
	Title		·		Title		······································
·	Date				Date		

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

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term beging 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 Gustomer 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 puritive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited for acts of God, fire, flood, explosion, or other catastrophes; any taw, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer.

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

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

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and autivodity 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 decreage to property of the Indemnified Party or any third party, or the death, or injury to persons, to the expense of the indemnified party, its exployed party in the extent of the indemnifying party and the indemnifying party.

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

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

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- (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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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 meterial alteration to the Buckeye Network physical interface or protocol used by the Customer in using



Schedule 2: National Switched Voice Services - OHIO OFFICES Agreement Good Through 06/29/07 _____ (initial)

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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+	\$0.033	\$0.033	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.037	\$0.037		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
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	<u>\$0.00</u>

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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 are 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 outhorized and tawful purposes. The service is offered subject to the availability of facilities and may be limited from time to 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 tarriffs of BTS2

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, 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.

Términation 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 malled 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.

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

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

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

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

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

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

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



Schedule 2: National Switched Voice Services

Month to Month Agreement _____ (initial) This is a Special Pricing Agreement for Customers of Deteur Only.

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

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		Us Virgin Islands	\$0.11
Canadian 8xx	\$0.013	\$0.013		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards	ŧ				
From: / To:	Continental US	AK& HI	PR & USVI	Guam	Mariana K
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0,414

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

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

Telecommunications Master Service Agreement

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General: Title 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 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 husiness 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 lariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay.

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

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

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

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

(With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all daims, actions, damages, liabilities, costs, and accessed in the indemnified Party or any itrifficially of the death of or injury to persons, to the additional to the indemnified Party or any itrifficially of the death of or injury to persons, to the additional to the injury and costs of the injury to persons, to the representatives, and (8) infiningement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent.

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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 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 fict, 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 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, Gustomer agrees to take all necessary staps, at its own expense, to remove or contain the asbestos or other hazardous substance and to lest the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed 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 continusioning 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 Servica 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	\$0.036	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
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<u>PR & USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00	
Non Recurring Charges	 \$0.00	**

Customer					~	1.1
Svc Address			17.00			
Floor	• • • •	<i>z.</i> ,		 		
City/State						
Zip						



Schedule 3: Facility Services

Site	Company			Address	City/State	Zip
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4	-					
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From/To	Service	Price 36		Qty	NRC	Total 36	
1-2	8Mbps/1Mbps Ethernet (transport for IP)	\$96.00		1	Waived	\$96,00	
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Service Leve

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 abuilding 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 accompanie with the existing tariff for mean services, or file at the outset of this agreement with the Public Utilities Commission of Ohio.



Telecommunications Master Service Agreement

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MaxPipe Switched Services Terms and Conditions

Services: Bucketife idensystem ("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: 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, a 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 hasis. Such services may be provided by BTS solely or in conjunction with another

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 (""") and the initial term transitions to a Month-To-Month agreement for any reason whatsoever (""). 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 lawfur purposes. The service is offered subject to the availability of facilities and i 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 Minimum Telephone Servic 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 unab 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 ap date of availability and shall not be fiable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date)Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions (4901-6-20). The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. any 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 servic 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 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

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 suc premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

Buckeye reserves the right to pess 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.

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, co and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, and 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, spacial, 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 failu performance or equipment due to causee 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 it 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; pre-emption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way or materials, or strikes, lockour 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 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 b Recurring charges monthly to the Customer in advance of the month which service is provided.

Transfer and Assignments: Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company and without the written consent of the Company. A start of the Company or affiliate of the Company or (C) pursuant to any financing, merger, or reorganization of the Company.

- Termination of the process of the above service address before the completion of the initial term or any subsequent renewal terms for any reason whetsoever other than the process of the above service address before the completion of the initial term or any subsequent renewal terms for any reason whetsoever other than the process of the above service address before the completion of the initial term or any subsequent renewal terms for any reason whetsoever other than 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 winassoever other man.

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 - (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 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

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

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

Marranth, 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 agree 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 contain

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 exten 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 end 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 votes, data and video services to Customer per its tariff rates at within MTSS standard interval of installation in accordance with possible exceptions stated above. (2) The information contained herein is confidential and proprietary and shou 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 us such Information. (3) Service restrictions and additional terms and conditions are defined on Company website (www.buckeye-telesystem.com), and in print marketing materials

5-910: 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, ant that movement of the voice-enabled cable modern for 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 lim 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 limit a 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, Hawaii, Puento Ric



Schedule 2: National Switched Voice Services

Month to Month Agreement _____ (initial)

This is a Special Pricing Agreement for Customers of Detour Only.

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

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0,029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		Us Virgin Islands	\$0.11
Canadian 8xx	\$0.013	\$0.013		Alaska	\$0.51
international	Canada	\$0.05		Hawaii	\$0.07

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

Maintenance: Suckeye 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 nearly abilis 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 nearly notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill.

All analogs of other communications of either party, and all pilis mailed by the Company, shall be presumed to have been delivered to the other party on the third business ray

Craims: With respect to any service or facility provided by the Company, each pany shall indentify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable anomalies and may be assumed to properly or the indentified Party or any third party, or the death of or injury to personative to the extent the lines, destruction, farmage, death, or injury was caused by or resulted from the negligent or intentional act or onission of the indentifying Party, this employees, against, opposed and the party and the party of intentional act or onission of the indemnifying party.

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

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public elecommunications 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 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 Euckeye 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 detay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall relimburse Buckeye for expenses incurred in performing this Agreement until termination.

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



Authorized Buckeye TeleSystem Representative

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The services provided under this agreement involve the construction of contions of the physical network, as well as work in each of the buildings to be served for the construction of the buildings to be served for the construction of the buildings in 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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Term of Agreement; Customer agrees to a minimum, lerin lerigth 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 Elability: 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, action, or request of the United States government or or 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'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's shills delivered electronically. The Company shills designate on the Service of 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 of hand deliver payment on that bill.

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

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and described us other party shall indemnified Party or any third party, or the death of a highly to an expense, including reparts the respect to any state of the indemnified Party or any third party, or the death of a highly to paraons, a the extent the loss, described or the indemnified Party or any third party, as on paraons, a the extent the loss, described or the indemnifying party, as on paraons, and the loss described or the indemnifying party and secretary and the party of interesting the party of the party of the party of the party of interesting the party of the part

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

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

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous wasts or environmental law or regulation) at any site where Buckeys ets to perform services under this Agreement. 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 asbestos or other hazardous substance and to test the perfise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend parformance 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 substances shall entitle Buckeye so terminates, Customer shall relimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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

Standard of Service: 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. _____ (mittal)

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	\$0.060	\$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
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

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

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From/To	Service		Price 36	Qty	NRC	Total 36
1-2	1Mbps/8 Mbps A	sym Internet Transport	\$103.99	1	Waived	\$103.99
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Y SALAN AMPRIMATION	Company of the Company					

Service Level

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

Facility circuits will be information. 22 hours a constraint and 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 City/State Zip Zip **Customer Contact Billing Contact** Contact Tel# Contact Tel # Tax Exempt No **Switched Local Services** Monthly Unit Monthly Total Switched Local Services Qty Business Line/Flat Rate Usage 21:50 1 24/1 130 21.50 \$ 6.75 6.75 Flat Rate Usage Monthly Total Switched-28,25 Non Recurring Charges 30.00 30.00 Switched Services Term Month to Month **Additional Schedules** Attach National Services 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. Title

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

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 to time to 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 tarriffs of BTS

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

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

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

Claim rely the capect beauty strate of cutting provided to the Company, each party shall indomnify, and defend the other party from all claims, accounts all claims, accounts account to the property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, death, or injury was caused by or resulted from the negligent or interbonal act or omission of the indemnifying Party, its employees, agents, representatives, or invites, and (8) infinitement of any copyright, patient, trade section or any property and the act or omission of the indemnifying party.

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

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

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

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



Telecommunications Master Service Agreement Date Quote was generated on this date and is valid for 30 days Move/Transfer Customer Bill Name Svc Address Sec Bill Name Floor **Bill Address** City/State Fir/Room Zip City/State Zip **Customer Contact Billing Contact** Contact Tel# Contact Tel # Tax Exempt: No Switched Local Services Switched Local Services Monthly Unit Monthly Total Qty \$ \$ \$ \$ Monthly Sub-Total/Switched \$ Monthly Total/Switched/Facility/Internet 199.00 Non Recurring Charges Switched Services Term **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.

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

Date

Title

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,

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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 tarriffs of BTS

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (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 limely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE PITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

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

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

Facilities and Equipment; The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and 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



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

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

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

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of 8TS

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

Termination Penalties: Cancellation of Service by the Customer.

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

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

- (8) Any disconnection, early cancellation, or termination charges reasonably incurred and pald 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 not not all or hand deliver payment on that bill.

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

Claims: With respect to any service or facility provided by the Company, each party shall incommity; and defend the other party has all charges affirmed from the death of or injury to service as appears, including reasonable altorneys fees for (A) any loss, destruction, or demand 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 yes clused by or feedled from the feedless of the find from the feedless, and the feedless of the indemnifying party in the party of the feedless, or injury and Culturing meets or any committee of the extent caused by the act or omission of the Indemnifying party.

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Special Provisions: (1) Buckeys Telesystem's responsibility, other man specifical herical, is to provide voice, data and video services to Customer per annual mass and there 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 extant that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

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

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



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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 entrances 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.

and the ourset of this agreement with the existing land for these services, but the ourset 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 Bill Name Customer Svc Address Sec Bill Name Floor **Bill Address** City/State Fir/Room Zip City/State Zip **Customer Contact Billing Contact** Contact Tel # Contact Tel # Tax Exempt: No **Switched Local Services** Monthly Unit Monthly Total Switched Local Services Qty Monthly Total Facility 114.65 Non Recurring Charges Waived Switched Services Term Additional Schedules Attach Term National Services **Facility Services** 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," 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 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 imiting from time to time for reasons beyond the contributor company has the right to protect the technical integrity of the Network. Sustquer has the right to protect the technical integrity of the Network. Sustquer has the right to protect the technical integrity of the Network. Sustquer has the right to protect the technical integrity of the Network. Sustquer has the right to protect the technical integrity of the Network. Sustquer has the right to process 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.

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- (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.

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Claims: With respect to any service or facility provided by the Company, each party shall indepently, as I defend it a other party from at claims, actions, damages, liabilities, costs, and expenses, including reasonable attentions in (4) in its destroy in the indemnified Party or any third party, or time death of or injury to personally in the exism the loss, destruction, damage, den't, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, agents, and a control of the indemnitying Party, and injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, agents, and in the injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, agents, and its extension of the injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, agents, and its extension of the injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, agents, and its extension of the injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, agents, and its extension of the injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent of the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from the negligent or injury was caused by or resulted from caused by the act or omission of the Indemnifying party and the second

Special Provisions: (1) Blickeyo TeleSystem's responsibility, other Lian specified nervin, is to provide voice, data and video services to Customer per its laint 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, than 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



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PORTOC LANGUAGE

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 fariff for these services, on file at the outset of this agreement with the Public Utilities Commission of Ohio.



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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 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
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Cultura: With respect any set ico of facility provided by the Company teach party shall inclemnify, and the potent party from a display from degages, splitting casts, set expenses, including reasonable attorneys: fees for (A) any loss idestruction, or damage to properly of the indemnified Party or any third party or the death of or injury was caused by or resulted from the pedigent of fine toget action of the Indemnifying Party, its employees, agents, representatives, or invitous, and (B) introduction of any copyright passed to any proprietary of file to the party fight of any filed party anging from any introduction caused by the action 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 tentif rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

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

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

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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 reimburse Buckeye for expenses incurred in performing this Agreement until termination

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

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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Telecommunications Master Service Agreement

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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 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 taniffs 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; wers; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

It 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 uneriforceable, 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 heard electronically. The Company shall designate as experted address on each bill for service to which the Customer shall mail or heard 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 the party and the property of the notice communication.

Claims: Valvir med to any service or facility provided by the Company, each party shall indemnify, and setted the other party from all claims, actions, demands, liabilities, costs, and example in the indemnified Party on any third party, or the death of Sirbury 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 emptoyees, so exist, representatives, or invited any fining party in party in party. 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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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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Service Lovel

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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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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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 exponges, including reasonable afformatives feet of (A) only that, destruction, or or injury are to properly and the destruction, defining, and injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, agente, party of the file of the indemnifying party. Its respectives of the indemnifying party and the indemnifying party and the indemnifying party. caused by the act or ordission of the indemnifying party

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

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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	 5.	\$0.00
Non Recurring Charges		<u>\$0.00</u>

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	Business Line		1	\$ 19.50	6	\$ 117.00
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	Non Recurring					\$ 457.50 Waived
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	[Additional Schedules	Attach	Tern	1	
		National Services	 			
	. [Facility Services Internet Services				-
		Signature by both parties on this doc with the master terms and conditions the individual terms an	attached. Cus	stomer signature belov		
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	· ·	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 Tollowing the completion of the initial term transitions to a Month-To-Month agreement for any reason whistsoever 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 ordissions 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; were; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

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

- 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 PARE 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 Mali, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service 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,

Chairs With respect on a raying or farility 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 tess for (A) any loss, destruction, or damage to property of the Indemnified Party or any surface, or the death or printing to proceed actions the Indemnifying Party, its employees, egents, conscribing and (B) infinguished or information of invitees; and (B) infinguished only or printing any control of the Indemnifying Party, its employees, egents, consistent or invited representations of the Indemnifying Party, its employees, egents, consistent or invited representations of the Indemnifying Party, its employees, egents.

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified neetin, is to provide voice, data and video services to Quistor arror is tank 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 interval in the content of t

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 flability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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

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 impelir the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using



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

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

Domestic	Intrastate	Interstate	Off Shore	·	
Outbound 1+	\$0.049	\$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	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	827 × 5	\$0.00
Non Recurring Charges		\$0.00

Customer				ar ist.		
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From/To	Service	Price 36	Qty	NRC	Total 36
1-2	1 Mbps/8 Mbps Asymmetric IA Transport	\$104.00	1	Waived	\$104.00
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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.

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All facility remails will be anonitored 24 frames. Play, 7-3-year-solute incure they are operational,

A complete inveniory of facer and equipment specifications, as well as most count will be provided to the Coutomer.

Other service levels will be in accordance with the existing tanif for these survices, shalls at the outset of this agreement with the Public Utilities Commission of Ohio.

Partie 15



Telecommunications Master Service Agreement Customer BIII Name', Sac Bill Name Svc Address Bill Address Floor. Fir/Room City/State City/State Zīp Ζip Billing Contact **Customer Contact** Contact Tel # Contact Tel # Tax Exempt: Yes Switched Local Services Monthly Total Monthly Unit Switched Local Services City 7,025.99 Monthly Total Facility Non Recurring Charges Switched Services Term Additional Schedules Attach Term National Services Facility Services 36 Month Internat Services Signature by both parties on this document constitutes a service cross in services. with the status terms and conditions attached. Customer alignature below/agreen to the individual terms and pricing in the attached schedules.

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

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

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

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of 8TS

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Limitation of Limbility. 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:

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

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and 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 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 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 tacing provided by the Company, each party shall indemnify, and defend the other party from all claims, ections, damages, liabilities, costs, and extenses, including reasonable altoment fear for (A) any loss destruction, or damage to property of the indemnified Perty 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 and or ordinary interface, and (B) influencement or any copyright, patent, trade secret, or any proprietary or intellectual property right of any shird-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 cariff rates as id 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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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 encleavors 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

Site	Company	Address	City/state	Ζlp
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From/To	Service	Price 36	1	Qty	MHC	Total 36	
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The services provided under this agmentant involve the construction of posters of the physical network, as well as week in each of the buildings to be coreal for the construction of the building entrance for the filter cable.

A complete entering of the set of equipment specifications; as well as fiber over the pointed to the Custome.

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All Sites



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Svc Address	,,	Sec Bill Name	***************************************	
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Zip		City/State	***************************************	
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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 Utilites 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:

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- (8) 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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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 indeptifify and definite the effect party from all claims, actions, damages, liabilities, costs, and expenses, including recognitipal attorneys; feet for (A) any loss, destruction, or damage to properly of the indemnified Party or any third party, or the deeth of or injury to persons, to the axion the isset destruction, damage, useful, or injury was caused by or recognition the religiosition interdional action or associated in indemnifying Party, is employed, segents, representatives, or fiviness; and (B) infinitement of any copyright, patent, trade secret, or any propriets you intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

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

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

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substances. 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 déposit 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



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

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

Calling Cards			-		
From: / To:	Continental US	AK& HI	PR & USVI	Guam	Mariana IS
Continental US	\$0,123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

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

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Authorize	d Customer Representative	-			
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The in of Agreement, Customer agrees to a ministrum termitlength and service type as indicaters in the attached Schedules, which are provided by Buckeye TeleSystem (BTS), Terminal Agreement, Customer agrees are installation (billing) date. If Customer reflowing life completion of the initial form transitions to a Month-To Month agreement for any reason as 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 lawfut purposes. The service is offered subject to the evailability of facilities and may be imited from lime to time for reasons beyond the control of 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 . 19.

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 Gustomer'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 Llability. 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, 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, STATUTICRY 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 hotices 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, Amangements 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,

Content: With respect colony and death of the Company, each party shall indemnify, and defend the other party from all deaths, addings, damages, its idiag constraints attended the other party from all deaths, addings, damages, it is idiag constraints at a second to the indemnified Heaty of any third party, or the death of or Faury to persons. In the colony is a second to the constraint of the indemnified Heaty of any third party, or the death of or Faury to persons. In the constraint is a second to the indemnified the constraint of the indemnified and constraint of the indemnified and constraint of the indemnified party. Adding any arising and any operator of interior and property field of any introduction and party.

Special Provisions: (1) Buckeys FeleSystem's responsibility, other than specified herein, is to provide voice, data and video confedence in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be information. 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, wer, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removat 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 relimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and 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 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	7	 	Address	City/State	Zip
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From/To	Service	Price 36	Qty	NRC		Total 36
1-2	1MB/8MB Ethernet Transport	\$95.52	1	WAIVED		\$95.52
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Service Level

The services provided under this agreement involve the construction or puritors of no plus ruel lieuwork, as well as work in each of the buildings is no served for the construction of the building entrance for the liber cost.

All facility diretits will be monitored 24 hours a day, 7 days a week to insure they are operated as

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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	Facility Services	Х	36 Mo	nth]	
	Internet Services	Х	36 Moi	nth]	

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 abstallation (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

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, aquipment, 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 whatscever 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 repeir damage or interruptions caused by the Customer's or menter a construir de l'Antitrata presse sistèmete de l'analysis de la pression de la pression de la production de l'englisher

endments: 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 deliver all notices and other communications, except that the Customer may also designate a separate address to which the customer shall notice and other communications, except that the Customer shall not or deliver all notices and other communications, except that the Customer shall not or deliver all notices and other communications, except that the Customer shall not ordinate the first that the Customer shall not ordinate the second other communications for credit card or electronic transfer of funds to pay fills. All notices are other communications required to be given presument to the textiff will be in writing. Notices and other communications of officer pathy and all first trained and fire Completia, qualifies absoluted in those cook and selection of the other party on the interesting relationing pulsasit of the notice cook in the section of the other party and the property of the notice cook in the section of the other party and the property of the other party and the property of the other party and the property of the other party and the property of the other party and the property of the prope

Claims: With assets to engine of such tability provided by the congress, each party shall indeninary, and delend the other party from allicialities seriors, damagest, leading, costs, and expenses, including a survival allicialities seriors, damagest, leading expenses, including a survival party, or the great of or into a case of survival party, and the great of or into a case of survival party, and the great of or into a case of survival party, and the great of or interesting from the party, and the great of or interesting from the party, and the great of the extent of caused by the act or omission of the Indemnifying party

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

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

Default: if either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cared 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. It 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 creditworithiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

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

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



Schedule 3: Facility Services

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From/To	Service	Price 36		Qty	NRC	Total 36	
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Service Level

of Ohio.

The services provide under this agreement involve the construction of portions of the physical network, as well as work in each or 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



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Term of Agricuments Customer agrees to a minimum term length and service style as indicated in the article in Schedules, which are provided by Buckeye. TeleSystem (BTS): Term and begins unmodificiely upon the service installation (billing) date. If Customer billions to the LETTLE arm 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 Scryice 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 locitime 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 the properties of the Network. Customer has the right 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 () 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 () 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 () and subject to the State of Ohio, the Research of Ohio,

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 any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

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

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

- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The provate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due 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 PITNESS 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 lacilities 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 aggress 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 to which the Customer shall mail or hand deliver all notices and other communications, except that the Company may designate a separate address to which the Customer shall mail or hand deliver all notices and other communications are placed to be given pursuant to the tariff will be in customer shall mail or hand deliver party and all bits mailed by the Company shall be premium. The customer required to be given pursuant to the tariff will be in the customer shall mail or the customer shall mail or the customer shall mail or hand deliver party and the shall be premium.

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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 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 ornission 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 thereof:

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

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

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

Credit Approval; This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its 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 nousing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

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



Schedule 2: National Switched Voice Services

36 Month Agreement ____ _ (initial)

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

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

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

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Conditions

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Services: Suckeye 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 succriprorated "tip", 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 outstorner requirements on a one-time basis. Such services they be provided by STS solely or in conjunction with another communications carrier.

Jerm 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 rications Master Service Agreement. If Customer following the completion of the bitist term transitions to a Month-To-Month egreement for any reason whatesover the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is differed subject to the availability of facilifi and may be limited from time to time for reasons beyond the control of 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 libs products at the price specified herein.

Equipment/tretailetion/futerrompsation: The Company shell use neasonable 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 tantif referenced in the Services section above. Where a Customer-unique service is being provided another where another carrier provider is involved in service providencing, 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 itable 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 efforte 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, rearrange, disconnect, remove, attempt to repeir, 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 reemange any equipment or facility at any time and from time to time, but shall not thereby alter the technical personners 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 other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customerprovided communications againment.

Space/Access: Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment apace, 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 across 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 it mitation, charges from building owners or other utilities for electrical service or for use of existing witing or facilities.

Chains: Whin respect to any service or facility provided by the Company, each party shall moamhily, 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 Indemnities 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 orniseion of the indemnitying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

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

Liability of the Company will not be institution 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 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 catastrop any law, order, regulation, direction, scripen, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction uses the Company or of any december or agency, normission, bureau; corporation; or differ instituted highly of any other of higher of the company or of any december of education of education service in compliance with hadional emergencies; insurrections; riots; wars; unavailability of ingitte of way or materials, or series, lockouts, work stoppages, or other later difficulties.

Payment: Payment for service, installation, and monthly recurring and Non-Recurring Changes, including applicable tederal, 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 pead by the due date (usually within 30 days of receipt), it then become a past due. The Company والمرابع والمستري والمعلى المعلوق ألمان المستور أأناه والمرابع والمتابع والمرابع والمتابع والمرابع والمستريد والمستريد shall present bills to Recurring charges monthly to the Customer in schance of the ments which earning is provided.

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- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancelletten, or termination charges reasonably incurred and peld to third parties by Company on behalf of Customer, plus (C) The protete portion of a Retartion Incentive Offer provided by Company to Customer, plus (O) 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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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 besis.

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

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 shell 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 shell mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other

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

Mecentry: Company and Customic each represents and warrants that it has turillegal power, right, and authority to execute and perform this agreement, and the time 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

Severability: In the event that one or more of the provisions herein shall to: any reason be held to be illegal or unanforceable, 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 species original intent.

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

Special Provisions: (1) Buckeye TaleSystem'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.buckeyelelesystem.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 es will be (imited if the voice-enable cable modern is moved from the original service location. Further, subscriber expressly acknowledges that the modern must n be left unplugged or with its battery removed, and the coaxial cable must not be disconnected from the modern, the well cuttlet, or from the pround block outside the building. Any of those actions will limit access to emergency 9.11 service.

Resonable Use Policy: MaxPips is a commercial service offered for reasonable commercial and larget use. Any other use may result in discontinuance of service. tnom sed setudim 000. h oer line o ari 2 600 mir



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 Chic.

<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

<u>Calling Cards</u>			The second second		
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0,362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

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

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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 ferm transitions to a Midnth-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.

Soverning 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 taniffs 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 peid by the due date (usually within 30 days of raceipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

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

🐃 🚧 Nottée: The eustomer may choose to have notices and bills delivered via U.S Mail, in parson, or electronically. The Clistomer 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, accept 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 🔗 🖖 🕬 or 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,

Ctaims: With respect to any service or facility provided by the Company, each party shall fident the other party from all claims, actions, damages, liabilities, costs, and visions, wan respect to any sorver or reality provided by the Company, seein party shall independ no enter party from an calinia, actions, nameles, landines, casts, and expenses individually the cast party of the seeing of the seeing of the seeing of the indemnity party of the indemnity of the

Special Provisions: (1) Buckeys lets system; responsibility, cher than special interest to drovide occurrences to Customer per its family 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 Makeure: 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 of 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, fightning 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 pert

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.

Insolvenoy: 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 o 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



Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
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From/To	Service	Price 36	Price 60	Qty	NRC	Total 36	Total 60	1
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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 castle.

Au facility circuits, will be mortioged 2.1 hours a day of days a week in insuling they are operational.

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

the existing tent for these services, on the at the outset of this egreement with the Public, Lithius Commission of Chio,



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Master Terms & Conditions

Master Terms & Condit whatsoever the Customers agrees to pay any forcease in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is Jurnished 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 it imited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is

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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, exemplany, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or nealigence 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 instrumentallity 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 tartif), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:
- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

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

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

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

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

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.

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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 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

Force Majoure: 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

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

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

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



Schedule 3: Facility Services

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	From/To	Service	Price 36	Qty	NRC		Total 36	
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The services provided funder this agreement involve the construction of portions of the physical network as well as work in each of the buildings to be served to: the construction of the building entrance for the liber crible.

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 SERVICE AGREEMENT

Date Customer information		On-Net Renew	at			
Customer Svc. Address Floor City/State Zip Customer Contact Contact Tel. # Customer Contact Contact Tel. #			Bill Name Sec.Bill Name Billing Add/St. Fit/Am. City/State Zip Billing Contact Telephone # Bill Contact Telephone #	(lette		
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usiness Line/Message*		\$19.50		1	\$78.00	
		 				
				 		
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lessage rate billed at \$.07 per call traists toll billed at \$.10 per min			·	 	 	
Monthly Total					\$78.00	
Non-Recurring Charges					Waived	
	•	36-Month Co	ontract. 8/24/04 and is valid for	30 davs.		•
	Future LEC Buckeye res from third pa or maintaini	tariff changes ma serves the right to arties incurred in c ng service includir	y impact this quotation, pass through to Custom connection with establish ng, without limitation, che as for electrical service of	ner charges ning arges from		
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inaturės	on Page 2.			· · · · · · · · · · · · · · · · · · ·		
Authorized Customer 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 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 tartifs 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 faiture 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; wers; unavailability of rights-of-way.

Termination Penalities: Cancellation of Service by the Customer:

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

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

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

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

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company 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 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, dan expenses, including resonable attorneys' tees for (A) any loss, destruction, or demays 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 regligent 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 copyright or intellectual property right of any third party, existing from and to the extent caused by the act or omission of the indemnitying pasty

Special Provisions: (1) Buckeye YeleSystem's responsibility, other than specified herein, is to provide voice, data and video services for 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

Force Majeure: Neither party shail be flable 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 violatios 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,



As an addendum to the Switched Services Agreement with Suckeye TeleSystem, dated 09/13/04, Buckeye TeleSystem will provide: LD Services on a coterminous 36 month term billing:

Domestic	Intrastate	Interstate	Off Share		-
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puedo Rico	\$0.11
Inbound flux	\$0,035	\$0.035		US Virgin Islanda	80.11
Camadian Sox	\$0.130	\$0.130		Alaska	\$0.51
international	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					,
From: / To;	Continental US	AK& HI	PR & USVI	Guarri	M Mariane IS:
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.385
AK & H	\$0,490	\$0,625	\$0.625	\$0.487	\$0.524
Carpole	\$0,294	\$1.170	\$0.412	\$0.362	\$0,359
PR & USVI	\$0,211	\$0.575	\$0.879	\$0.377	\$0.414

Mic	milily Commitment		\$0.00
No	n Recurring Charges	 , , ,	\$0.00

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Customer Cont Contact Tel #	act	- 	Billing Contact _ Contact Tel #			
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Switched Local		_	Monthly Unit	Qty		hly Total
MaxPipe Essenti	al Business Lines	~~~~~~	\$ 26.95	10	\$	269.50
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Γ	Facility Services]	
	Internet Services]	
	Signature by both parties on this do with the master terms and condition the individual terms an	s attached. C	ustomer signature belov			
Authorized (Customer Representative	<u> </u>				
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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,

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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 tarriffs of BTS

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Termination Penalties: Cancellation of Service by the Customer.

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

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Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction; or damage to property of the Indemnified Party of any like in the light party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, without was maked by or restated from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copylight, patent, trace servet, or any proprietary or intellectual property right of any third party, anising from and to the extent Friends A. Warne Gausad 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 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 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

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

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

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 attention to the Buckeye Network physical interface or protocol used by the Customer in using Services



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

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

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

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Confinental US		\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada		\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0,679	\$0.377	\$0.414

Monthly Commitment	fafor process	\$0.00
Non Recurring Charges	4	<u>\$0.00</u>

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Sec Bill Name Bill Address Fir/Room City/State Lip Lustomer Contact Contact Tel # Tax Exempt: No Switched Local Services witched Local Services Wonthly Unit Qty Monthly T Addressage Rate 19,50 2 3 39 Message Rate Usage billed at \$0.07 per call tith the first 100 calls per line free Sentrily Total Switched Services Term 36 Month Additional Schedules National Services Intermet Services Intermet Services Signature by confinences with the memory terms and conditions attached. Customer signature below, agrees to	•			D*II 14			
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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 natwork ("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 cutside 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 pe efformence 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:

Service of

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

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

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

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

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

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other 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 officially das 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 this loss, destruction, damage, death, or injury was crossed by or resulted from the negligent or intentional act or organization, damage, death, or injury was crossed by or resulted from the negligent or intentional act or organization. representatives, of invitees, and (b) lift regement of any copyright, potent, trade securit, or any proprietary as intellecture this perty right of any trade party, and to the extent caused in the action made of the incentifying party

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

Force Majoure: 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 fallure 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

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 given 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 relimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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

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



Schedule 2: National Switched Voice Services

Month to Month Agreement _____ (initial)

This is a Special Pricing Agreement for Customers of Detour Only.

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

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		Us Virgin Islands	\$0.11
Canadian 8xx	\$0.013.73	\$0.013,79	* اسراط النظر	Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

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

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

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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's 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 sate and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer.

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

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

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegat or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) tegat 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

Claims: With respect to the source of facility provided by the Company, each party shall indomnify, and defined the other party from all claims, actions, demages, liabilities, costs, and expenses, including masserules attended from the figure with the loss, destruction, demage, death or injury to receive, to the extent the loss, destruction, demage, death or injury was cased by an invoked from the negligible of intentional act or emission of the Indomnifying Party, its employees, agents, representatives or fiveless; and (6) infingement of any copyright, patent, trade secret, or any proprietary or intellectual property agents and the extent caused by the act or omission of the indomnifying party.

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

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

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

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

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



Schedule 2: National Switched Voice Services

Month to Month Agreement _____ (initial)

This is a Special Pricing Agreement for Customers of Detour Only.

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

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		Us Virgin Islands	\$0.11
Canadian 8xx	\$0,013.73	\$0.013_/		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	Mariana IS
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0,524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

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

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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 Bucking TeleSystem (BTS). Tem begins immediately upon the service installation (billing) table. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General. The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the evailability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its belocommunications 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 tarriffs 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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Limitation of Liability: The Company will not be liable for any inclinect, 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:

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

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

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Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company 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 research 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 ander the loss, dentry then, damage, death, or highly was densely by to review differ the negliging or by highest that or omission of the Indemnifying Party, its minitoriess, adents, representatives, for invitness liken (B) intilingement of any copylight, parker, prioritisenses of any proprietary or analysis of proprietary or analysis of the second proprietary and caused by an act or preiselen of the indemnity are party

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

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

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

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

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



Schedule 2: National Switched Voice Services

Month to Month Agreement _____ (initial) This is a Special Pricing Agreement for Customers of Detour Only.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		Us Virgin Islands	\$0.11
Canadian 8xx	\$0.013.13	\$0.043 - /	3	Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

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

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

Customer						
Svc Address		_				
Floor					-	
City/State	~~~~	A				
Zip			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	*******		



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** 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 Switched Local Services Qty 19.50 682.50 Business Line/Messge Rate* 35 Call Forward Busy \$********0:75 \$ 0.75. ers, in a service of the many amount to many amount with a many control of the service of the se *Message Rate Usage biled at \$0.07 per call with the first 100 calls per line free 583.25 Vionto v Suite : otal/Switched Monthly Total/Switched Facility/Internet \$ 833.25 Non Recurring Charges **Vyaived** Switched Services Term 36 Month Additional Schedules Attach Term **National Services** 36 Month Х 36 Month **Facility Services** 36 Month Internet Services Signature by botto-writes on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, somes to me/individual terms and pricing in the attached schedules. Mithorizes wistomer Reprisentative Title Title

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

Date

Date

Master (erms & Conditions

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

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be ilmited 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 felecommunications 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 tarriffs 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 cutside of Customer's business entity.

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

Severability: in the event that one or more of the provisions herein shall for any reason be held to be illegal or 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 resignate 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 bill for service to which the Customer shall mail or hend 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 engreencies or facility provided by the Company, each party shall indemnify, and defend the other party from all defins, actions, demayes, liabilities, cores, and expected, including gesomethe attorneys fees for (A) any loss, destruction, or demaye to property of the Indemnified Party or any third party, or the death or or injury to persons, to the estant this loss, destruction, destruction, and the expected in the registers of the inferior of the index in the engineers of the expectation of the index in the engineers of the expectation of the index in the engineers of the expectation of th

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

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 nearly.

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



Schedule 2: National Switched Voice Services

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Canadian 8xx	\$0.013,13	\$0,013 / 2		Alaska	\$0.51
International	Canada	\$0.05		Hawali	\$0.07

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer				 	
Svc Address .		 		400 100	. Who
Floor			+0.00	 iliye <u>s</u> e	ilia yeke
G:cy/State	ψ', · · · · · · · · · · · · · · · · · · ·	 Magaz		 	
Zip			. ,		

Schedule 3: Facility Services

Site	Company	Address	City/State Zip
1			
2	·	1996	
3			
4			
5			
. 6			
. 7			
8			
9			
10			

From/To	Service	Price 36		Qty	NRC	Total 36	·
1-2	512K/1Mbps Access	\$45,00		1	Waived ⁻	\$45.00	
1-2	512K/1Mbps Frame Port	\$45.00		1	Waived	\$45.00	
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The conjugate provided under this agreement involve the construction of positions of the physical network, as well as work in each of the buildings to be served for the construction of the 1. Bridge entrance on the fiber cable.

**Conjugate the conjugate and equipment specifications, as well as provided to the Customer.



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: No **Switched Local Services** Monthly Unit Monthly Total Switched Local Services Qty Business Line/Message Rate 19.50 Automatic Call Back *69 \$ 2.75 *Message Rate Usage billed at \$0.07 per call with the first 100 calls per line free ionthly Total/Switched/Facility/Interne 22.25 Non Recurring Charges Waiyeu **Switched Services Term** 36 Month **Additional Schedules** Attach Term National Services 36 Month Facility Services Internet Services Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature hellow, agrees to starIndividual terms and pricing in the attached schedules. Authorized Customer Representative Title

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

Date

Date

Master Terms & Conditions

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

General: The service is turnished 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.

14.

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 husiness entity.

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

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Termination Penalties: Cancellation of Service by the Customer.

- If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:
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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
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International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	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
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PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

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

Customer		•
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Telecommunications Master Service Agreement

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	Internet Services	X		60 Mo	nth]		4
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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 Bückéye 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 aveilability of facilities and may be subject to time for reasons beyond the control of Company, Company has the right to limit the manner in which any podion 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 8TS

Non-Diaclosure: 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 peid 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, tire, flood, explosion, or other catestrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wers; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

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If à 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 repeir 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 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 washes including reasonable attorneys fees for (A) any loss, destruction, or damage to property of the protein first or the party of the party

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

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

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

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

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

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

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

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



Schedule 2: National Switched Voice Services

36 Month Agreement ____ (initial)

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0,029	Outbound +1	Puerto Rico	\$0.11
inbound 8xx	\$0.035 ⁻	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	Continental US	<u> AK& HI</u>	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
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	(* n+ +	Mary 2004	e +41 e 1	\$0 <u>.00</u>	,
Non Recurring Charges			85	\$0.00	

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Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
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From/To	Service		Price 60	Qty	NRC		Total 60
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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, 2 days a week to insure they are operationed:

A complete inventory of fiber and a quint and appending all the provider of the Customer.

Other service levels will be in programme with the exesting tariff for these services, on file at the outset of this agreement with the Public Utilizes Commission of Ohio,



Telecommunications N	Naster	Service	Agreement

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

Master Terms & Conditions

Yerm'of Agreement: Customer screes to a minimum term leright and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (575). 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 firmled from time to time for reasons beyond the control of Company. Company has the right to firmle time to time for reasons beyond the control of Company. Company 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 BTE

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

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

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

Termination Penalties: Cancellation of Service by the Customer.

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

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

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

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

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

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

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

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

Claims: With respect to any service or facility movided by the Commany, each party, and inferrify, and inferrify to any service or facility movided by the Commany, each party, and inferrify to the party from oil dalma, actions, damages, including reasonable attentions, damages, depth, of injury was classed by or resulted from the regigent or interface and action of a indextinitying many been party to personate the loss; destriction; damage, depth, or injury was classed by or resulted from the regigent or interface and of a indextinitying many been party agents, representatives, or invitees, and (8) infringement of any copyright, patent, back-sector any proprietary or interestinal property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party

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

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

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

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

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

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

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

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



Schedule 2: National Switched Voice Services

Month to Month Agreement ____ (initial)

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

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & Hi	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<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		11.0			\$0.00
Non Recurring Charges	 		* **	••	\$0.00

Customer	1.64.42.61.61.66.2		
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Telecommunications Master Service Agreement Date Quote was generated on this date and is valid for 30 days Move/Transfe Customer Bill Name Svc Address Sec Bill Name Floor **Bill Address** City/State Fir/Room Zip City/State Zip **Customer Contact** Billing Contact Contact Tel # Contact Tel # Tax Exempt: No **Switched Local Services** Switched Local Services Monthly Unit Monthly Total Qty MaxPipe Premium Line* 48.95 342.65 \$ \$ MaxPipe Ground Line/Message Rate** 20.50 20.50 \$ \$ Services delivered over fiber *Message Rate Usage billed at \$0.07 per call Monthly Sub-Total/Switched 363.15 Monthly Total/Switched/Facility/Informet 483,15 Waived Non Recurring Charges Switched Services Term 36 Month Additional Schedules Attach Term National Services X 36 Month X **Facility Services** 36 Month X Internet Services 36 Month Note: If Buckeye TeleSystem receives approval from the Public Utilities Commission of Ohio on revised rates, customer will be applicable for the reduced rating scale as long as the contracted services has not been installed. 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

MaxPipe Switched Services Terms and Conditions

Services: Buckeye TeleSystem ("BTS"), in addition to its filed fartiff, 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 oppositive 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.

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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 MedPipe Work Order or Telecommunications Medical Service Agreement. If Customer following the completion of the lifetil 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 lewful purposes. The service is offered subject to the availability of facilities and may be finited 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/matailation/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 acosther 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, arrange, 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

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.

Ciaims: With respect to any service or facinity provided by the Company, each party shall indemoving, and delend the other party from all claims, actions, damages, leabilities, cos 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 Indemnitying Party, its employees, agents, representatives, or invitees, and (B) intringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

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 previsions of its filed tariff referenced above.

Liability of the Company. The Company will not be table for any indirect, incidental, special, consequential, exemplary, or puritive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not 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 or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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.

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

- Including continues Services at the above service of the content o
- 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

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 lattiff 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 Chio 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

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

Amendmenta: 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 strait 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 exidness. Customer expressty acknowledges that the address associated with an emergency 911 call is the authorized address where the Maxi-ipe 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 actnowledges that the modern must not be left unplugged or with its battery removed, and the coexial cable must not be disconnected from the modern, the wait outlet, or from the ground block outside the building. Any of those actions will limit access

Reasonable Use Policy. Mat/Pipe 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, Hawaii, Puerto Rico and the U.S. Virgin islands)

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 Chio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035	,	US Virgin Islands	\$0.11
Canadian 8xx	\$0.130	\$0.130		Alaska	\$0.51
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

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1	Monthly Commitment	- \$9.00 ···
	Non Recurring Charges	\$0.00

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Schedule 4: Internet Connectivity

BTS Usage

A. Compliance with Law and Policy. Any content or transmission through BTS equipment in violation of any local, state, Federal or international laws, regulations or treaties or accepted Internet policy is prohibited. Any such violation may be grounds for termination of BTS Service

B. Customer-Only Traffic. The right to use the BTS Service is strictly limited to Customer only and does not extend to any other person, corporation or entity except for wholly-owned affiliates of Customer and those members of Customer's staff and consultants in the course of performing work for Customer.

C. Third-Party Traffic. Customer may not host worldwide web sites on behalf of third parties. Any other third-party traffic, including packet access and electronic mail, whether sent from Customer's facilities or received on behalf of the third party through BTS Service, is expressly prohibited.

Terms & Bandwidth Service Requested

Bandwidth Quanitity: 3Mbps/512K Ethernet IP

Bandwidth Price: \$62,40

NOC Site Configuration and Electronics:

\$0.00 (non recurring)

Customer Premises-Technician Time: \$125.00 per hour

Buckeye TeleSystem, ("BTS") has established this Acceptable Use Policy to advise the users of its network and services of the acceptable and prohibited uses of its network and services. BTS network and services must be used only for fawful purposes and for purposes consistent with this Acceptable Use Policy.

- 1. Users are prohibited from violating any system or network security measures including but not limited to engaging in:
- unauthorized access or use of BTS or a third party's network, data, or information;
- unauthorized monitoring of BTS or third party's data, systems or network traffic;
- interference with a third party's use of BTS network or service.
- 2. Users are prohibited from engaging in activities that cause interference with a third party's ability to connect to the Internet or provide services to Internet users.
- 3. Users are prohibiting from sending prescribed email messages. Users shall not post ten (10) or more messages similar in content to Useret or other newegroups, fortune, email mailing lists or other similar groups or lists.
- post any Usenet or offier newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owner. published FAQ or description of the group or list;
- Send unsolicited email of commercial content to internet users, or any unsolicited email that could reasonably be expected to provoke complaints.
- 4. Users are prohibited from creating, storing or disseminating any material containing unlawful content including materials protected by trademark, trade secret, copyright or other inter-size property rights without proper authorization, material that is libelous, slanderous, an invesion of privacy or otherwise illegal."
- 3. Users are prohibited from telephone were sometiment revident to DTS cours other arrows in connecting with use of a BUS service.
- I James as prohibited from engaging in any of the foregoing activities by using the service of another provider, but chambering such activities through a SYS account. remailer, or otherwise through a BTS service or using a BTS account as a military for mismoniate or otherwise using the services of another providing for the purpose, of facilitating the forgoing activities if such use of another party's service could reasonably be expected to adversely affect a BTS service.
- 7. SPAM Policy *SPAM poses significant problems for Buckeye's IP network, and significant aggravation and inconvenience for Buckeye's customers. It shall be the policy of Buckeye TeleSystem, Inc. relative to its various Internet access products, that SPAM will be neither supported nor condoned from its network. Any Buckeye customer (network user) who is found to either be:
- A originating SPAM from within the Buckeye network, or
- 8. providing secondary support services (including but not limited to payment processing, order fulfillment, hosting web site associated with any SPAM, etc.) from the Buckeye network in support of SPAM originating from elsewhere
- will receive a warning upon a first offense that such activity is not allowed over the Buckeye network and writ not be tolerated.

*For the purpose of this policy, SPAM is defined as any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it IP Address Use - Customer can not

- A. sell and/or
- C. provide or give away any IP addresses supplied to customer by BTS, without the prior written, express permission of BTS.
- BTS considers the above practices to constitute abuse of its service. Engaging in one or more of these practices may result in termination of a user's access to BTS'

Nothing contained in this policy shall be construed to limit BTS' actions or remedies in any way with respect to any of the foregoing activities, and BTS reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the BTS service, and levying cancellation charges to cover BTS costs. BTS will investigate violations of policy and will cooperate with law enforcement officials for suspected criminal violations. In addition, BTS reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

I have read and agree to the above acceptable use policy set forth by Buckeye TeleSystem:	- <u></u>	



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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 field 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 thild party expenses to provide service to the Customer by the Company.

General: The service is turnished on the condition that it will be used only for authorized and lawfull 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 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 carder 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 guar 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, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company 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 equipment.

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

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.

Claims: With respect to any service or lacility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnitying 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 punitive damages to the Customer as a result of any Company service, equipment, or lacilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any detay 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 or materials, or strikes, lockouts,

Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable lederal, 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.

Transfer and Assignments: Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (by in any suggister), parent company, or affiliate of the Company without the winton consent of the oner party, except that the Company may assign is rights and users by an except party, or immension of the Company or (O) pulsuant to any size of transfer of the Company.

Termination Penalities: 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 reason whatsoever other trans 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-Flecurring 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.

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

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

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 enlorceable against it in accordance with the terms of the agreement and the other appropriate regulatory rules and referenced documents contained

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

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

Special Provisions: (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

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, ant 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 wait 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



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

<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	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	\$0:00

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Telecommunications Master Service Agreement Quote was generated on this date and is valid for 30 days **Bill Name** Customer Svc Address Sec Bill Name Floor **Bill Address** City/State Fir/Room Zip City/State Zip **Customer Contact** Billing Contact Contact Tel # Contact Tel # Tax Exempt: No Switched Local Services Monthly Unit Monthly Total Switched Local Services Qty Maxpipe Essential Lines* 10 *Services delivered over fiber Monthly Total Switched 269.50 Norr Becurring Charge's Switched Services Term 12 Month Attach Term Additional Schedules 12 Month National Services **Facility Services** Internet Services Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules. Authorized Customer Representative Title Title Date

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

MaxPipe Switched Services Terms and Conditions

Services: Buckeye TeleSystem ("BTS"), in addition to its filed taritf, 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 light 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 sofely 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 MaxPips 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.

Gerierat: 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 De 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.

Equipment/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, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the C 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 equipment.

Space/Access: Qustomer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company lacilities 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.

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to properly of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (8) intringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

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 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 catastropties; 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:

<u>Favroent</u>: 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.

Transfer and Assignments; Neither the Company nor the Customer may assign or transfer its rights or cuties in connection with the services and facilities provided by the Company without the written curefully its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company without the written constant of the owner party, except that the Company may assign its rights and office and office of the Company.

On party (B) possional draw sale or transfer of significant follows:

Introduce the company of the Company.

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 of any subsequent females for any reason whatsoever other than

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

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-Disclosurg: 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

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

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.

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 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-letesystem.com), and in print marketing

5-911: 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, ant 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 limit access to emergency 911 service.

Description of the policy MaxPice is a commercial service offered for reasonable commercial and tawful use. Any other use may result in discontinuance of service. Unlimited



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

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

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Non Recurring Charges		\$0.00

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Telecommunications Master Service Agreement

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		with the master terms and conditions	s attached. Co	ustomer signature belo	w. agrees to		
	•	the individual terms and	d pricing in th	e attached schedules			
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	Authorized	Customer Representative					
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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 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 formished 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 Ohjo, the rules of the Public Utilities Commission of Ohjo, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agraement 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 puritive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not 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 tartif), 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 if has full legal power, right, and authority to execute and perform this agreement, and that this agreement

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer 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 and the customer's equipment and

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 pills 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 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 meiled by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indomnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attention if the party of the party or the death of or july to persons, to the extent the basy destruction, damage, decis, conjuly was caused by or assulted from the negligent or intentional act or undespined to the indomnity in party, its improved, appropriate the later of the indomnity in the party, arising from and to the subset of the indomnity in the party, arising from and to the subset of the indomnity of the later minister of the Indomnitying 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 interventions.

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 Suckeye 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 detrect from reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



Schedule 2: National Switched Voice Services

12 Month Agreement _____ (initial)

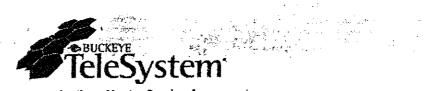
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.035	\$0.035	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

<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
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0,414

Monthly Commitment	\$0.00
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Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company 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
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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 of the 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 enting. Motices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business

Claims: with respect to any service or facility provided by the Company, each party shall indemnify, and defend the other name from all claims, collons, damages, liabilities, costs. and expenses inclinding reasonable attorneys fees to (1) stry loss, destricted, or como a to projectly of the Indomnified Party or any fitted party, or the death of or injury to persons, to the extent the loss, despection, comagin, create, or injury sees a subsection of the extent the loss, despection, comagin, create, or injury sees a subsection of the extent of from and to the extent caused by the notice unitssing of the lighterious jung party

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

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

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

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

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

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

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

Standard of Service: Suckeye 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 profocol used by the Customer in using Services.



Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
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From/To	Service	Price 36	į	Qty	NRC	Total 36	
1-2	10/100Mbps BT	\$420.00		1	\$0.00	\$420.00	·
1-2	Core Router	\$6.00		1	\$0.00	\$6.00	
2-3	DS1 Pt to Pt	\$250.00		2	\$0.00	\$500,00	
2-4	DS1 Pt to Pt	\$450.00		1	\$0.00	\$450.00	
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Service Cavel

The strategy provided under this agreement implies to be served, in of portions of the physical nethods, up set as work in sock of the buildings to be served, for the construction or 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.