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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

RECEIVED-DOCKETING DIV  
2006 DEC 18 AM 10:52  
PUCO

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*

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 document delivered in the regular course of business.  
Technician *[Signature]* Date Processed 12/18/06

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

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of Buckeye TeleSystem, Inc. ) Case No. 06-1017-TP-AEC  
to approve certain contracts.

Name of Registrant(s) Buckeye TeleSystem, Inc.  
Address of Registrant(s) 5566 Southwyck Blvd., Toledo, Ohio 43614  
Company Web Address www.buckeyetelesystem.com  
Regulatory Contact Person(s) Thomas K. Dawson Phone 419-724-9802 Fax 419-724-7074  
Regulatory Contact Person's Email Address askus@buckeye-telesystem.com  
Contact Person for Annual Report Thomas K. Dawson Phone 419-724-9802  
Consumer Contact Information Bonnie Edmonds Phone 419-724-7261  
Date: December 18, 2006 TRF Docket No: 90-9037-TP-TRF

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☐ CTS (IXC) ☐ ILEC ☒ CLEC ☐ CMRS ☐ AOS  
☐ Other (explain) \_\_\_\_\_

**NOTE:** This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. *It is preferable **NOT** to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.*

**I. Please indicate the reason for submitting this form (check one)**

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
  - ☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); *for CMRS, see item No. 15 on this page.*
  - ☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) \_\_\_\_\_
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)  
*NOTE: see item 25 (CTR) on page two of this form for all other contract filings.*
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
  - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
    - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
    - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
    - ☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
    - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
    - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
    - ☐ vi. Grandfather service (30-day approval, 10 copies)
    - ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
    - ☐ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
  - ☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
  - ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
  - ☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
  - ☐ a. CLEC only - Tier 1 (60-day automatic, 10 copies)
  - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Application Involving only Tier 2 Services
  - ☐ a. New End User Service (0-day notice, 10 copies)
  - ☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
  - ☐ c. Withdrawal of service (0-day notice, 10 copies)
- ☐ 19 Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

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

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

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

- ☒ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
- CTR Docket No. **06-1017-TP-AEC** (Use same CTR number throughout calendar year)

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

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

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

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

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

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

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

- ☒ 1+ IntraLATA Presubscription

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

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



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

Joe Jensen	Thomas K. Dawson	Steve Howard
President	Vice President	Attorney
5566 Southwyck Blvd.	5566 Southwyck Blvd.	52 East Gay St., P.O. Box 1008
Toledo, OH 43614	Toledo, OH 43614	Columbus, OH 43612-1008

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

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

### **AFFIDAVIT**

#### ***Minimum Telephone Service Standards***

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

(Name of Company)

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

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

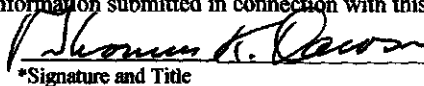
Executed on December 13, 2006 at Toledo, Ohio  
(Date) (Location)

 Vice President December 13, 2006  
\*Signature and Title Date

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

### **VERIFICATION**

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

 Vice President December 13, 2006  
\*Signature and Title Date

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

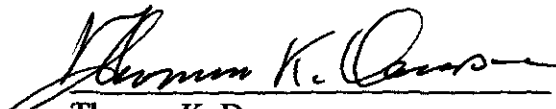
**Send your completed Application Form, including all required attachments as well as the required number of copies, to:**

Public Utilities Commission of Ohio  
Attention: Docketing Division (or to the Telecommunications Division Chief if a pre-filing submittal)  
180 East Broad Street, Columbus, OH 43215-3793

**AFFIDAVIT**

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF LUCAS        )

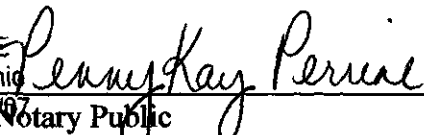
I, Thomas K. Dawson, Vice President for Buckeye TeleSystem Inc., being first duly sworn, state under oath that the total price of each contract submitted in this filing exceeds the total cost of regulated services under this same contract or contracts in this filing.

  
\_\_\_\_\_  
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 Ohio  
Commission Expires 5/23/07

  
\_\_\_\_\_  
Notary Public  
My commission expires on 05/23/07.



**BUCKEYE  
TeleSystem**

**Telecommunications Master Service Agreement**

Date \_\_\_\_\_

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

New ☐

Renewal ☒

Move/Transfer ☐

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

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

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

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

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

**Switched Local Services**

Switched Local Services	Monthly Unit	Qty	Monthly Total
Business Line/Message Rate*	\$ 19.50	13	\$ 253.50
*Message Rate billed at \$0.07 per call			
Monthly Sub-Total/Switched			\$ 253.50
Monthly Total/Switched/Facility/Internet			\$ 393.49
Non Requiring Charges			Waived

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

#### Master Terms & Conditions

**Term of Agreement:** Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (ETS). 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, however, the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**Network:** The service is limited 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 used 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 BT:

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

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 15 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; insurrection; riot; war; 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 term for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

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

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

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

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

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

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

Notwithstanding, notices and other communications of either party, as well as communications 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, suits, damages, liabilities, costs, and expenses, including reasonable attorney's fees for (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

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

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

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

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

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

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

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

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



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒  
Renewal ☐  
Move/Transfer ☐

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Business Line/Measured*	\$ 19.50	8	\$ 156.00
*Day 8a - 9p 1st min \$.03 addl min \$.01/			
Night 9p - 8a 1st min \$.02 addl min \$.01			
Monthly Total/Switched			\$ 156.00
Non Recurring Charges			Waived

Switched Services Term	36 Month
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Additional Schedules	Attach	Term
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	Date

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



BUCKEYE  
TELESYSTEM

Date \_\_\_\_\_  
Customer Information

3



## 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.

<u>Domestic</u>	Intrastate	Interstate	<u>Off Shore</u>		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		Us Virgin Islands	\$0.11
Canadian 8xx	<del>\$0.013</del> .13	<del>\$0.013</del> .13		Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer \_\_\_\_\_

Svc Address \_\_\_\_\_

Floor \_\_\_\_\_

City/State \_\_\_\_\_

Zip \_\_\_\_\_





### 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 BTS solely 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 alter 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 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 catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 14 days from the date of the postmark on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes 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 (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 term for any reason whatsoever other 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-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) 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 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.

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

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

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

Customer \_\_\_\_\_

Svc Address \_\_\_\_\_

Floor \_\_\_\_\_

City/State \_\_\_\_\_

Zip \_\_\_\_\_



Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒

Renewal ☐

Move/Transfer ☐

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

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

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

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

Tax Exempt: Yes \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Monthly Total/Facility			\$ 1,025.99
Non Recurring Charges			\$ 1,125.00

*waived*

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

Additional Schedules	Attach	Term
National Services		
Facility Services	X	36 12 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

Date

Title

Date

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 Services.



### Schedule 3: Facility Services

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

From/To	Service	Price 36	Qty	NRC	Total 36
1-2	100 BT Ethernet Pt to Pt	\$1,025.99	1	\$1,125.00	\$1,025.99

#### Service Level

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

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

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

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



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒

Renewal ☐

Move/Transfer ☐

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Monthly Total/Facility/Internet			\$ 99.99
Non-Recurring Charges			Waived

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

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

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

Authorized Customer Representative

Title

Date

Title

Date

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

#### Master Terms & Conditions

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

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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.

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### Schedule 3: Facility Services

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

From/To	Service		Price 36	Qty	NRC	Total 36	Total 36
1-2	512K/3Mbps Asymmetric IA Transport		\$51.99	1	Waived	\$0.00	\$51.99

#### Service Level

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

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

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

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



# Telecommunications Master Service Agreement

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

7

#### Master Terms & Conditions

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

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**Schedule 2: National Switched Voice Services**  
**12 Month Agreement** \_\_\_\_\_ (initial)

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

<u>Domestic</u>	Intrastate	Interstate	<u>Off Shore</u>		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
<i>Canada 8xx</i>	<i>\$ .13</i>	<i>\$ .13</i>		Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

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

Monthly Commitment	\$0.00
Non Reoccurring Charges	\$0.00

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

cc: cust svc (all) 10/18/06



Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒

Renewal ☐

Move/Transfer ☐

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

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

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

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

Tax Exempt: Yes \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
MaxPipe Essential Business Lines	\$ 26.95	11	\$ 296.45
Feature - 3-Way Calling	\$ 2.75	7	\$ 19.25
Feature - Call Transfer	\$ 2.75	7	\$ 19.25
Feature - Caller ID with Name	\$ 2.00	7	\$ 14.00
Monthly Sub-Total/Switched			\$ 348.95
Monthly Total/Switched/Facility/Internet			\$ 548.95
Non Recurring Charges			Waived

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

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

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

Authorized Customer Representative

Title

Date

Title

Date

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



BUCKEYE  
TeleSystem

Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒

Renewal ☐

Move/Transfer ☐

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

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

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

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

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

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Monthly Sub Total/switched			
Monthly Total/Switched/Facility/Internet			
Non Recurring Charges			

Switched Services Term

Additional Schedules	Attach	Term
National Services	X	*
Facility Services		
Internet Services		

\*NOTE: THIS CONTRACT IS GOOD THROUGH 06/29/07

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

Date \_\_\_\_\_

Date \_\_\_\_\_

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





## Schedule 2: National Switched Voice Services - OHIO OFFICES

Agreement Good Through 06/29/07 \_\_\_\_\_ (Initial)

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

<u>Domestic</u>	Intrastate	Interstate	<u>Off Shore</u>		
Outbound 1+	\$0.033	\$0.033	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.037	\$0.037		US Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

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

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

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



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒

Renewal ☐

Move/Transfer ☐

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total

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

Additional Schedules	Attach	Term
National Services	X	Month to Month
Facility Services		
Internet Services		

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

Authorized Customer Representative

Date

Date

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

#### Master Terms & Conditions

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

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

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

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

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 15 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

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

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

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

- (A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
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**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

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

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

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

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

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

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

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

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

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

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

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

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

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



## Schedule 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.

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒

Renewal ☐

Move/Transfer ☐

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
ISDN PRI Package/Voice/Flat Rate	\$ 376.00	1	\$ 376.00
Flat Rate Usage	\$ 6.75	23	\$ 155.25
DS-1 Link (transport for PRI)	\$ 180.00	1	\$ 180.00
Monthly Sub-Total/Switched			\$ 711.25
Monthly Total/Switched/Facility/Internet			\$ 911.25
Non Recurring Charges			Waived

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_ Title

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

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or filing. 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 of 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's employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

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

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

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

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

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

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

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

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



**Schedule 2: National Switched Voice Services**  
**36 Month Agreement** \_\_\_\_\_ (initial)

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



### Schedule 3: Facility Services

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

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

#### Service Level

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

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

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

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





# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒  
Renewal ☐  
Move/Transfer ☐

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
MaxPipe Essential Line	\$ 26.95	1	\$ 26.95
MaxPipe Ground/Message Rate*	\$ 20.50	1	\$ 20.50
*Message Rate Line billed at \$0.07 per call <i>outgoing</i>			
Monthly Total Switched			\$ 47.45
Non Recurring Charges			Waived

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

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

\_\_\_\_\_  
Authorized Customer Representative  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

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

### MaxPipe 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 of this agreement (the "Service(s)") at the rates and charges described on the service level Rate Sheet for each service attached to this Agreement (which is incorporated into, and made a part of this Agreement) at the address listed on the opposite of this Agreement (the "Service Location"). Services may generally be described as telecommunications services, which are custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications carrier.

**Term of Agreement:** The term of this agreement (the "Term") will begin on the date of service installation and will continue as noted on the MaxPipe Work Order or Telecommunications Master Service Agreement. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever, 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 is 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 dates 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). 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 alter 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, act 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 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 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; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockout 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 15 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 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 (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.

**Termination:** If a Customer terminates service 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 the Company cannot service, the Customer agrees to pay:

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

**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 shall be given in writing.

**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 charge within MTSS standard interval of installation in accordance with possible exceptions stated above. (2) The information contained herein is confidential and proprietary and shall be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. (3) Service restrictions and additional terms and conditions are defined on Company website ([www.buckeye-teleystem.com](http://www.buckeye-teleystem.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 modem from 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 lost if the voice-enabled cable modem is moved from the original service location. Further, subscriber expressly acknowledges that the modem must not be left unplugged or with its battery removed, and the coaxial cable must not be disconnected from the modem, the wall outlet, or from the ground block outside the building. Any of those actions will limit a subscriber's access to emergency 911 service.

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



## 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.

<b>Domestic</b>	Intrastate	Interstate	<b>Off Shore</b>		
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
<b>International</b>	Canada	\$0.05		Hawaii	\$0.07

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer

Svc Address

Floor

City/State

Zip



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒  
 Renewal ☐  
 Move/Transfer ☐

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

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

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

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

Tax Exempt: \_\_\_\_\_

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Monthly Sub-Total/Switched			\$ -
Monthly Total/Switched/Facility/Internet			\$ 205.00
Non Recurring Charges			WAIVED

## Switched Services Term

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

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

Authorized Customer Representative

Title

Date

Date

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 affiliates; and (B) infringement of any copyright, patent, trade secret, or any other proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

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

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

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

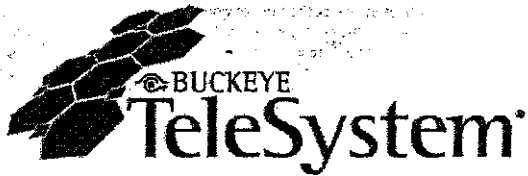
**Insolvency:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall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

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

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

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

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



This document will act as an addendum to the Telecommunications Master Service Agreement, contract for \_\_\_\_\_ dated \_\_\_\_\_. We hereby state that per customer agreement with Buckeye TeleSystem, the following clause is in effect:

- In the initial 36 month term agreement, customer will be allowed to change the amount of bandwidth delivered over the Ethernet transport depending on the specific needs of the customer. Customer agrees to stay with Buckeye TeleSystem for the full 36 month term.

Undersigned below agrees to the conditions listed above:

\_\_\_\_\_  
Authorized Customer Contact

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Buckeye TeleSystem Representative

\_\_\_\_\_  
Date



### Schedule 3: Facility Services

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

From/To	Service	Price 36	Qty	NRC	Total 36
1-2	1MB/8MB Ethernet Transport	\$98.40	1	WAIVED	\$98.40

#### Service Level

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

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

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

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



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☐

Renewal ☐

Move/Transfer ☒

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
MaxPipe Premium Business Lines	\$ 48.95	5	\$ 244.75
MaxPipe Ground Line	\$ 20.50	1	\$ 20.50
Monthly Sub-Total/Switched			\$ 265.25
Monthly Total/Switched/Facility/Internet			\$465.24
Non Recurring Charges			Waived

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

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

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

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

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

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



#### Master Terms & Conditions

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

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

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

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

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 15 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Schedule 2: National Switched Voice Services**  
**36 Month Agreement.** \_\_\_\_\_ (Initial)

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer \_\_\_\_\_

Svc Address \_\_\_\_\_

Floor \_\_\_\_\_

City/State \_\_\_\_\_

Zip \_\_\_\_\_



### Schedule 3: Facility Services

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

From/To	Service	Price 36	Qty	NRC	Total 36
1-2	1Mbps/8 Mbps Asym Internet Transport	\$103.99	1	Waived	\$103.99

#### Service Level

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

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.



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

Renewal ☐Move/Transfer 

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

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

Tax Exempt: No

<b>Switched Local Services</b>	<b>Monthly Unit</b>	<b>Qty</b>	<b>Monthly Total</b>
<b>Business Line/Flat Rate Usage</b>	\$ 21.50	1	\$ 21.50
<b>Flat Rate Usage</b>	\$ 6.75	1	\$ 6.75
<b>Monthly Total Switched</b>			<b>\$ 28.25</b>
<b>Non Recurring Charges</b>	\$ 30.00	1	\$ 30.00

Switched Services Term		Month to Month
Additional Schedules	Attach	Term <u>12</u>
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.

Date	Title
	Date

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 Services.



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒

Renewal ☐

Move/Transfer ☐

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Monthly Sub-Total/Switched			\$ -
Monthly Total/Switched/Facility/Internet			\$ 199.00
Non Recurring Charges			\$ -

## Switched Services Term

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

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

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

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**Claim:** With respect to any service or facility provided by the Company, each party shall indemnify, defend and hold the other party harmless 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) any infringement of the intellectual property right of any third party, arising from or as a result of 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 for 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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### Schedule 3: Facility Services

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

From/To	Service	Price 36	Qty	NRC	Total 36
1-2	1MB/8MB Ethernet Transport	\$95.52	1	WAIVED	\$95.52

#### Service Level

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

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

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

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





# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒

Renewal ☐

Move/Transfer ☐

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

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

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

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

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

## Switched Local Services

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

## Switched Services Term

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

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

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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7				
8				
9				
10				

From/To	Service	Price 36	Qty	NRC	Total 36
1-2	3Mbps/1Mbps Ethernet (transport for IP)	\$67.20	1	Waived	\$67.20

#### Service Level

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

The per line level will be in accordance with the existing tariff for these services, on file at the outset of this agreement with the Public Utilities Commission of Ohio.



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒

Renewal ☐

Move/Transfer ☐

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

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

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

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

Tax Exempt. No

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
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

Date

Title

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

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

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

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

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

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

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

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

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

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

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

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

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

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees, (A) for 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 subcontractors; (B) for loss, destruction, or damage to property of the indemnified party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by the act or omission of the indemnifying party.

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

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

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

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

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

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

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

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



### Schedule 3: Facility Services

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

From/To	Service	Price 36		Qty	NRC	Total 36	
1-2	DS1 Pt to ISP	\$114.65		1	Waived	\$114.65	

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

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

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

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



Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒

Renewal ☐

Move/Transfer ☐

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

Bill Name \_\_\_\_\_  
Sec Bill Name \_\_\_\_\_  
Bill Address \_\_\_\_\_  
Suite \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

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

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

AE:TE/lm

Tax Exempt: No

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Monthly Total/Facility			\$ 126.00
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  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or payment. With respect to any service or facility provided by the Company, each party shall indemnify and hold the other party harmless from all claims, 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 or resulting from the act or omission of the Indemnifying Party.

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

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

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

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

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

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

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

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



[illegible]

**Agreement**

The bank hereby agrees to accept the deposit of the proceeds of the sale of the property and to hold the same for the benefit of the estate of the deceased and to pay the same to the executor of the estate of the deceased or to the person or persons to whom the same may be payable by the executor of the estate of the deceased.

The bank hereby agrees to accept the deposit of the proceeds of the sale of the property and to hold the same for the benefit of the estate of the deceased and to pay the same to the executor of the estate of the deceased or to the person or persons to whom the same may be payable by the executor of the estate of the deceased.

The bank hereby agrees to accept the deposit of the proceeds of the sale of the property and to hold the same for the benefit of the estate of the deceased and to pay the same to the executor of the estate of the deceased or to the person or persons to whom the same may be payable by the executor of the estate of the deceased.



BUCKEYE

TeleSystem

## Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒Renewal ☐Move/Transfer ☐

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

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

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

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

Tax Exempt: Yes \_\_\_\_\_

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Monthly Total/Facility			\$ 135.23
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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Title  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Title  
Date

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

#### Master Terms & Conditions

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

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

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

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

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 15 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



### Schedule 3: Facility Services

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

From/To	Service	Price 36		Qty	NRC	Total 36	
1-2	DS-1 Pt to Pt	\$135.23		1	Waived	\$135.23	

#### 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.



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

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, damage, death, or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or partners; and (B) any loss, destruction, damage, death, or injury to property, to the extent the loss, destruction, damage, death, or injury was caused by the act or omission of the indemnifying party.

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

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

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

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

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

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

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

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



## Schedule 2: National Switched Voice Services

36 Month Agreement \_\_\_\_\_ (initial)

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☐

Renewal ☐

Move/Transfer ☒

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Business Line	\$ 19.50	6	\$ 117.00
Flat Rate Usage	\$ 6.75	6	\$ 40.50
Monthly Total/Switched			\$ 157.50
Non Recurring Charges			Waived

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

Additional Schedules	Attach	Term
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.

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

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

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



#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for: (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death 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 licensees; and (B) infringement of any copyright, patent, trade secret, or other 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 at its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

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

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

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

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

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

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

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



**Schedule 2: National Switched Voice Services**  
**36 Month Agreement \_\_\_\_\_ (Initial)**

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

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

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

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

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



### Schedule 3: Facility Services

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

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

#### Service Level

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

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

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

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


**BUCKEYE**

# TeleSystem

## Telecommunications Master Services Agreement

**ଡାକ୍ତର**

**Circle was generated on this date and is valid for 90 days**

**NEW** 

**Abstract**

Flow Transducer

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

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

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

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

**Tax Exempt:** Yes

### Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Monthly Total Facility			\$ 1,025.99
Non Recurring Charges			Waived

<b>Switched Services Term</b>		
<b>Additional Schedules</b>	<b>Attach</b>	<b>Term</b>
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.

[illegible]

Date \_\_\_\_\_

Date \_\_\_\_\_

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Schedule 3: Facility Services**

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

From/To	Service	Price \$5	Qty	NRC	Total \$5
1-2	100Mbps Ethernet Point to Point	\$1,025.99	1	Waived	\$1,025.99

**Service Level**

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

All facilities 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.

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

All Sites



**Telecommunications Master Service Agreement**

Date \_\_\_\_\_

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

New ☒  
Renewal ☐  
Move/Transfer ☐

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

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

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

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

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

**Switched Local Services**

Switched Local Services	Monthly Unit	Qty	Monthly Total
Monthly Sub-Total/Switched			
Monthly Total/Switched/Facility/Internet			
Non Recurring Charges			

**Switched Services Term**

Additional Schedules	Attach	Term
National Services	X	Month to Month
Facility Services		
Internet Services		

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

\_\_\_\_\_  
Authorized Customer Representative  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

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

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

#### Master Terms & Conditions

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

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

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

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

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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 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)

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.

<b>Domestic</b>	<b>Intrastate</b>	<b>Interstate</b>	<b>Off Shore</b>		
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
<b>International</b>	Canada	\$0.05		Hawaii	\$0.07

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

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

**Customer**

**Svc Address**

**Floor**

**City/State**

**Zip**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



© BUCKEYE

TeleSystem

## Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒Renewal ☐Move/Transfer ☐

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
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.

Authorized Customer Representative

True

Date

Title

Date

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

#### Master Terms & Conditions

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

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

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

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

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 15 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

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

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

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

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

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

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

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

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

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**Consent:** 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 negligence or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or affiliates; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

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

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

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

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

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

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

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

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



### Schedule 3: Facility Services

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

From/To	Service	Price 36	Qty	NRC		Total 36
1-2	1MB/8MB Ethernet Transport	\$95.52	1	WAIVED		\$95.52

#### Service Level

The services provided under this agreement involve the construction or 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 network.

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

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

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



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒

Renewal ☐

Move/Transfer ☐

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
			\$
			\$
			\$
			\$
			\$
			\$
Monthly Sub-Total/Switched			\$
Monthly Total/Switched/Facility/Internet			\$ 490.00
Non Recurring Charges			\$

## Switched Services Term

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

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

Authorized Customer Representative

Title

Date

Date

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notices:** 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 may 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, whether by mail, in person, or electronically, shall be deemed to have been received by the other party on the third business day following deposit of the notice or communication.

**Claims:** With respect to claims for damages 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) damages, destruction, loss, or injury to property of the indemnifying party or any third party, or the person or persons, the estate, or the heirs, caused by or resulting from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

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

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

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

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

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

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

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

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



### Schedule 3: Facility Services

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

From/To	Service	Price 36	Qty	NRC	Total 36
1-2	T1 Transport	\$235.20	1	WAIVED	\$235.20

#### Service Level:

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

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

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

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



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☐  
Renewal ☒  
Move/Transfer ☐

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Business Line/Message Rate*	\$ 19.50	14	\$ 273.00
*Message Rate billed at \$0.07 per call			
Monthly Total Switched			\$ 273.00
Non-Recurring Charges			Waived

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

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

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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



### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

with respect to any service or facility provided by the Company. Each party shall be deemed to have agreed to the other party's liability for damages, costs, and expenses, including reasonable attorney's 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, trademark, service mark, or other intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

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

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

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

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

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

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

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

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



**Schedule 2: National Switched Voice Services**  
**36 Month Agreement** \_\_\_\_\_ (Initial)

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



BUCKEYE

TeleSystem

## Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒Renewal ☐Move/Transfer ☐

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
MaxPipe Essential Line*	\$ 28.95	1	\$ 26.95
*Services delivered over fiber			
Monthly Total/Switched/Facility/Internet			\$ 26.95
Non-Recurring Charges			Waved

Switched Services Term	12 Month
------------------------	----------

Additional Schedules	Attach	Term
National Services	X	12 Month
Facility Services		
Internet Services		

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

X \_\_\_\_\_  
Authorized Customer Representative  
X \_\_\_\_\_  
Title  
X \_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

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

### MaxPipe Switched Service Terms and Conditions

**Services:** Buckeye TeleSystem ("BTS"), in addition to its filed tariff, BTS PUCO No. 2, will provide the master sheet signed ("Customer") the service(s) marked on the opposite side of this agreement (the "Service(s)") at the rates and charges described on the service level Rate Sheet for each service attached to this Agreement (which is incorporated into, and made a part of this Agreement) at the address listed on the opposite of this Agreement (the "Service Location"). Services may generally be described as telecommunications services, which are custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications carrier.

**Term of Agreement:** The term of this agreement (the "Term") will begin on the date of service installation and will continue as noted on the MaxPipe Work Order or Telecommunications Master Service Agreement. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and 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 (billed date). The 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. The Company may substitute, change, or rewire any equipment or facility at any time and from time to time, but shall not thereby alter 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 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 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 state or federal, state or local governments, or of any military authority; preemption of existing services in compliance with national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 14 days from the date of the postmark on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes 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 Assignment:** 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. The Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate; the Company; (B) pursuant to any form of ownership or control of the Company; or (C) pursuant to any financing, merger, or reorganization of the Company.

**Relocation:** If the Customer moves to a new service address before the completion of the initial term or any subsequent renewal term, or any reason whatsoever, or if the service interruption (as defined within the applicable tariff) or if a Customer moves to another service address that Company cannot service, the Customer agrees to pay:

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

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

**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 above. (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. (3) Service restrictions and additional terms and conditions are defined on Company website (www.buckeye-tele.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 modem from 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-enabled cable modem is moved from the original service location. Further, subscriber expressly acknowledges that the modem must not be left unplugged or with its battery removed, and the coaxial cable must not be disconnected from the modem, the wall outlet, or from the ground block outside the building. Any of those actions will limit access to emergency 911 service.

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



**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.

<b>Domestic</b>	<b>Intrastate</b>	<b>Interstate</b>	<b>Off Shore</b>		
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
<b>International</b>	Canada	\$0.05		Hawaii	\$0.07

<b>Calling Cards</b>					
From: / To:	<b>Continental US</b>	<b>AK &amp; HI</b>	<b>PR &amp; USVI</b>	<b>Guam</b>	<b>N Mariana IS.</b>
<b>Continental US</b>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<b>AK &amp; HI</b>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<b>Canada</b>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<b>PR &amp; USVI</b>	\$0.211	\$0.575	\$0.579	\$0.377	\$0.414

<b>Monthly Commitment</b>	<b>\$0.00</b>
<b>Non-Recurring Charges</b>	<b>\$0.00</b>

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



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

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

New ☒

Renewal ☐

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

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

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

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

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

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
			\$
			\$
			\$
			\$
Monthly Total/Switched			\$
Monthly Total/Switched/Facility/Internet			\$ 1,349.00
Non Recurring Charges			\$

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

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

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules. Service compensation will be rendered via the attached WUPW Fox 36 Buckeye CableSystem Buckeye TEL ~~Terms~~ Agreement

\_\_\_\_\_  
 Authorized Customer Representative  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

**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.

**Notices:** 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 identify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for any claim, suit, or action, in or out of court, arising from the use of the service or facility by any party, or the death of or injury to persons, to the extent the loss, death, or injury was caused by or resulted from the negligence, active or passive, of the indemnifying party, its employees, agents, representatives, or invitees, and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

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

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

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

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

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

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

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

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



### Schedule 3: Facility Services

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

From/To	Service	Price 36	Price 60	Qty	NRC	Total 36	Total 60
1-2	100BT Ethernet Transport	\$885.67	\$0.00	1		\$885.67	\$0.00

#### Service Level

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

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

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

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



 **BUCKEYE**

# TeleSystem

## Telecommunications Master Service Agreement

Date 11/11/2011

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

**New** ☒

Renewal ☐Move/Transfer ☐

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

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

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

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

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

### Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Monthly Total Switched			\$ -
Monthly Total Switched/Facility/Internet			\$ 720.00
Non Recurring Charges			\$ -

<b>Schedule</b>	<b>Attach</b>	<b>Term</b>
Switched Local Services		
<b>Additional Schedules</b>	<b>Attach</b>	<b>Term</b>
National Services		
Facility Services	X	36 Month
Internet Services	X	36 Month

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

[illegible]

Date \_\_\_\_\_

Date \_\_\_\_\_

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

#### Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



### Schedule 3: Facility Services

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

From/To	Service	Price 36	Qty	NRC	Total 36
1-2	5Mbps Ethernet Transport	\$345.60	1	WAIVED	\$345.60

**Service Level:**  
 The services provided under this agreement involve the construction of portions of the physical network as well as work in each of the buildings to be served for the construction of the building entrance for the fiber cable.  
 All facility circuits will be monitored 24 hours a day, 7 days a week to insure they are operational.  
 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.



### On-Net Renewal

~~32~~ 31

#### Master Terms & Conditions

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

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

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

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

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 18 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

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

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

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

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

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

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

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

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Notice:** The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, existing prior and to the extent caused by the act or omission of the Indemnifying party.

**Special Provisions:** (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1. (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

**Force Majeure:** Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

**Default:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Insolvency:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Hazardous Substances:** Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

**Credit Approval:** This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

**Facilities and Equipment:** The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

**Standard of Service:** Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



As an addendum to the Switched Services Agreement with Buckeye TeleSystem, dated 08/13/04, Buckeye TeleSystem will provide: LD Services on a continuous 36 month term billing:

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	\$0.385
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.369
PR & USVI	\$0.211	\$0.575	\$0.879	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Authorized Customer Signature

Title

Date

Authorized Buckeye TeleSystem Representative

Title

Date



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New ☐

Renewal ☒

Move/Transfer ☐

Customer \_\_\_\_\_  
Svc Address \_\_\_\_\_  
Floor \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
Sec Bill Name \_\_\_\_\_  
Bill Address \_\_\_\_\_  
Flr/Room \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
MaxPipe Essential Business Lines	\$ 26.95	10	\$ 269.50
Monthly Total/Switched			\$ 269.50
Non Recurring Charges			Waived

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 below, agrees to the individual terms and pricing in the attached schedules.

\_\_\_\_\_  
Authorized Customer Representative  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

The information contained herein is confidential and proprietary and should not be disclosed.

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#### Master Terms & Conditions

**Term of Agreement:** Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Limitation of Liability:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

**Termination Penalties: Cancellation of Service by the Customer.**

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

**Warranty:** Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. **SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED.** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

**Maintenance:** Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Notice:** The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

**Special Provisions:** (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

**Force Majeure:** Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

**Default:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Insolvency:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Hazardous Substances:** Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

**Credit Approval:** This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

**Facilities and Equipment:** The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

**Standard of Service:** Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.





**Schedule 2: National Switched Voice Services**  
 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.

<b>Domestic</b>	Intrastate	Interstate	<b>Off Shore</b>		
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
<b>International</b>	Canada	\$0.05		Hawaii	\$0.07

<b>Calling Cards</b>					
From: / To:	<b>Continental US</b>	<b>AK &amp; HI</b>	<b>PR &amp; USVI</b>	<b>Guam</b>	<b>N Mariana IS.</b>
<b>Continental US</b>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<b>AK &amp; HI</b>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<b>Canada</b>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<b>PR &amp; USVI</b>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_



BUCKEYE  
TeleSystem

Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New ☐

Renewal ☒

Move/Transfer ☐

Customer \_\_\_\_\_  
Svc Address \_\_\_\_\_  
Floor \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
Sec Bill Name \_\_\_\_\_  
Bill Address \_\_\_\_\_  
Flr/Room \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Business Line/Message Rate*	\$ 19.50	2	\$ 39.00
*Message Rate Usage billed at \$0.07 per call with the first 100 calls per line free			
Monthly Total Switched			\$ 39.00
Non Recurring Charges			Waived

Switched Services Term	36 Month
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Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services		
Internet Services		

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules.

\_\_\_\_\_  
Authorized Customer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Master Terms & Conditions

**Term of Agreement:** Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 15 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Limitation of Liability:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

**Termination Penalties: Cancellation of Service by the Customer:**

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- (A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

**Warranty:** Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. **SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED.** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

**Maintenance:** Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Notice:** The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

**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 that such loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying Party.

**Special Provisions:** (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

**Force Majeure:** Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

**Default:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Insolvency:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Hazardous Substances:** Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

**Credit Approval:** This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

**Facilities and Equipment:** The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Services. 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.

<b>Domestic</b>	Intrastate	Interstate	<b>Off Shore</b>		
Outbound 1+	<b>\$0.029</b>	<b>\$0.029</b>	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	<b>\$0.035</b>	<b>\$0.035</b>		Us Virgin Islands	\$0.11
Canadian 8xx	<del>\$0.013</del> <b>.13</b>	<del>\$0.013</del> <b>.13</b>		Alaska	\$0.51
<b>International</b>	Canada	\$0.05		Hawaii	\$0.07

<b>Calling Cards</b>					
From: / To:	<b>Continental US</b>	<b>AK &amp; HI</b>	<b>PR &amp; USVI</b>	<b>Guam</b>	<b>Mariana IS.</b>
<b>Continental US</b>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<b>AK &amp; HI</b>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<b>Canada</b>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<b>PR &amp; USVI</b>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<b>\$0.00</b>
Non Recurring Charges	<b>\$0.00</b>

Customer

Svc Address

Floor

City/State

Zip



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New ☐

Renewal ☒

Move/Transfer ☐

Customer  
Svc Address \_\_\_\_\_  
Floor \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
Sec Bill Name \_\_\_\_\_  
Bill Address \_\_\_\_\_  
Fir/Room \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Tax Exempt No \_\_\_\_\_

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Business Line/Message Rate*	\$ 19.50	2	\$ 39.00
*Message Rate Usage billed at \$0.07 per call with the first 100 calls per line free			
Monthly Total Switched			\$ 39.00
Non Recurring Charges			Waived

Switched Services Term	36 Month
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Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services		
Internet Services		

Signature of both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules.

Authorized Customer Representative

Title

Date

Date

The information contained herein is confidential and proprietary and should not be disclosed.

### Master Terms & Conditions

**Term of Agreement:** Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 15 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Limitation of Liability:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

**Termination Penalties:** Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- (A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

**Warranty:** Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

**Maintenance:** Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Notice:** The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for (A) negligence, 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 negligence or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property, right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

**Special Provisions:** (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

**Force Majeure:** Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

**Default:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Insolvency:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Hazardous Substances:** Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

**Credit Approval:** This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

**Facilities and Equipment:** The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

**Standard of Service:** Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



## Schedule 2: National Switched Voice Services

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	\$0.043	\$0.043		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	\$0.00
Non Recurring Charges	\$0.00

Customer \_\_\_\_\_

Svc Address: \_\_\_\_\_

Floor \_\_\_\_\_

City/State \_\_\_\_\_

Zip \_\_\_\_\_



BUCKEYE  
TeleSystem

Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New ☐

Renewal ☒

Move/Transfer ☐

Customer \_\_\_\_\_  
Svc Address \_\_\_\_\_  
Floor \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
Sec Bill Name \_\_\_\_\_  
Bill Address \_\_\_\_\_  
Flr/Room \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Business Line/Message Rate*	\$ 19.50	6	\$ 117.00
Automatic Call Back *89	\$ 2.75	1	\$ 2.75
*Message Rate Usage billed at \$0.07 per call with the first 100 calls per line free			
Monthly Total Switched			\$ 119.75
Non Recurring Charges			Waived

Switched Services Term	36 Month
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Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services		
Internet Services		

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules.

\_\_\_\_\_  
Authorized Customer Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

The information contained herein is confidential and proprietary and should not be disclosed.



#### Master Terms & Conditions

**Term of Agreement:** Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Limitation of Liability:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

#### **Termination Penalties: Cancellation of Service by the Customer:**

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

**Warranty:** Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. **SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED.** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

**Maintenance:** Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Notice:** The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligence or intent, malice or omission of the indemnifying party, its employees, agents, representatives, or licensees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or trademarked property right of a third party, arising from and to the extent caused by the act or omission of the indemnifying party.

**Special Provisions:** (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

**Force Majeure:** Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

**Default:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Insolvency:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Hazardous Substances:** Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

**Credit Approval:** This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

**Facilities and Equipment:** The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

**Standard of Service:** Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.

**Schedule 2: National Switched Voice Services**

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.

<b>Domestic</b>	<b>Intrastate</b>	<b>Interstate</b>	<b>Off Shore</b>		
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	\$0.043 .13	\$0.043 .13		Alaska	\$0.51
<b>International</b>	Canada	\$0.05		Hawaii	\$0.07

<b>Calling Cards</b>					
From: / To:	<b>Continental US</b>	<b>AK &amp; HI</b>	<b>PR &amp; USVI</b>	<b>Guam</b>	<b>Mariana IS.</b>
<b>Continental US</b>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<b>AK &amp; HI</b>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<b>Canada</b>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<b>PR &amp; USVI</b>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer \_\_\_\_\_

Svc Address \_\_\_\_\_

Floor \_\_\_\_\_

City/State \_\_\_\_\_

Zip \_\_\_\_\_



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New ☐

Renewal ☒

Move/Transfer ☐

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Business Line/Message Rate*	\$ 19.50	35	\$ 682.50
Call Forward Busy	\$ 0.75	1	\$ 0.75
*Message Rate Usage billed at \$0.07 per call with the first 100 calls per line free			
Monthly Sub Total Switched			\$ 683.25
Monthly Total Switched Facility/Interline			\$ 833.25
Non Recurring Charges			waived

Switched Services Term	36 Month
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Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services	X	36 Month
Internet Services	X	36 Month

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature hereby agrees to the individual terms and pricing in the attached schedules.

Authorized Customer Representative

Title

Date

Title

Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Master Terms & Conditions

**Term of Agreement:** Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Limitation of Liability:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

**Termination Penalties:** Cancellation of Service by the Customer:

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- (A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

**Warranty:** Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. **SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED.** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

**Maintenance:** Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Notice:** The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death or injury to persons, in the event the loss, death, destruction, death, or injury was caused by or resulted from the negligence or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

**Special Provisions:** (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

**Force Majeure:** Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

**Default:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Insolvency:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Hazardous Substances:** Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

**Credit Approval:** This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

**Facilities and Equipment:** The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

**Standard of Service:** Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



## Schedule 2: National Switched Voice Services

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	<del>\$0.013</del> .13	<del>\$0.013</del> .13		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	\$0.00
Non Recurring Charges	\$0.00

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

### Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

[illegible]

### 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.

Equity 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.



BUCKEYE

TeleSystem

## Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New ☐Renewal ☒Move/Transfer ☐

Customer \_\_\_\_\_  
Svc Address \_\_\_\_\_  
Floor \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
Sec Bill Name \_\_\_\_\_  
Bill Address \_\_\_\_\_  
Flr/Rm \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Tax Exempt: No

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Business Line/Message Rate*	\$ 19.50	1	\$ 19.50
Automatic Call Back *69	\$ 2.75	1	\$ 2.75
*Message Rate Usage billed at \$0.07 per call with the first 100 calls per line free			
Monthly Total/Switched/Facility/Internet			\$ 22.25
Non Recurring Charges			Waived

Switched Services Term	36 Month
------------------------	----------

Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services		
Internet Services		

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature hereby agrees to the individual terms and pricing in the attached schedules.

Authorized Customer Representative

Title

Date

Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Master Terms & Conditions

**Term of Agreement:** Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Limitation of Liability:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority, preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

#### **Termination Penalties: Cancellation of Service by the Customer:**

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

**Warranty:** Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. **SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED.** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

**Maintenance:** Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Notice:** The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property or the indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

**Special Provisions:** (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

**Force Majeure:** Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

**Default:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Insolvency:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Hazardous Substances:** Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

**Credit Approval:** This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

**Facilities and Equipment:** The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

**Standard of Service:** Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.





## Schedule 2: National Switched Voice Services

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 / 2	\$0.013 / 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	\$0.00
Non Recurring Charges	\$0.00

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New ☒

Renewal ☐

Move/Transfer ☐

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Centrex Standard System Feature Charge	\$ 43.00	1	\$ 43.00
Analog Centrex Lines/Message*	\$ 15.00	10	\$ 150.00
*Message rate billed at \$.07 per call			
Monthly Sub-Total/Switched			\$ 193.00
Monthly Total/Switched/Facility/Internet			\$ 292.99
Non-Recurring Charges			Waived

Switched Services Term	60 Month
------------------------	----------

Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services	X	60 Month
Internet Services	X	60 Month

**Customer must reimburse BTS for construction cost if they do not complete Contract.**

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below agrees to the individual terms and pricing in the attached schedules

Authorized Customer Representative

Title

Date

Title

Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Master Terms & Conditions

**Term of Agreement:** Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Limitation of Liability:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

#### **Termination Penalties: Cancellation of Service by the Customer:**

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

**Warranty:** Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

**Maintenance:** Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Notice:** The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications; except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for: (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

**Special Provisions:** (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

**Force Majeure:** Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

**Default:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Insolvency:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Hazardous Substances:** Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

**Credit Approval:** This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

**Facilities and Equipment:** The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

**Standard of Service:** Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



## Schedule 2: National Switched Voice Services

36 Month Agreement \_\_\_\_\_ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	<u>Off Shore</u>		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<u>PR &amp; USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer \_\_\_\_\_  
 Svc. Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_



### Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

From/To	Service	Price 60	Qty	NRC	Total 60
1-2	512K/3Mbps Asym Ethernet IA Transport	\$51.99	1	Waived	\$51.99

#### Service Level

The services provided under this agreement involve the construction of portions of the physical network, as well as work in each of the buildings to be served for the construction of the building entrance for the fiber cable.

All facility circuits will be monitored 24 hours a day, 7 days a week to insure they are operational.

A complete inventory of fiber and equipment specifications, as well as fiber count will be provided to the customer.

Other service levels will be in accordance with the existing tariff for these services, on file at the outset of this agreement with the Public Utilities Commission of Ohio.



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New ☒  
Renewal ☐  
Move/Transfer ☐

Customer \_\_\_\_\_  
Svc Address \_\_\_\_\_  
Floor \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
Sec Bill Name \_\_\_\_\_  
Bill Address \_\_\_\_\_  
Flr/Room \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Monthly Sub-Total/Switched			
Monthly Total/Switched/Facility/Internet			
Non Recurring Charges			

Switched Services Term	
------------------------	--

Additional Schedules	Attach	Term
National Services	X	Month to Month
Facility Services		
Internet Services		

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules.

K \_\_\_\_\_  
Authorized Customer Representative

\_\_\_\_\_ Title

\_\_\_\_\_ Date

\_\_\_\_\_ Title

\_\_\_\_\_ Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Master Terms & Conditions

**Term of Agreement:** Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 15 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Limitation of Liability:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

#### **Termination Penalties: Cancellation of Service by the Customer:**

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

**Warranty:** Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. **SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED.** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

**Maintenance:** Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Notice:** The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day.

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

**Special Provisions:** (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

**Force Majeure:** Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

**Default:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Insolvency:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Hazardous Substances:** Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

**Credit Approval:** This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

**Facilities and Equipment:** The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

**Standard of Service:** Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



**Schedule 2: National Switched Voice Services**  
 Month to Month Agreement \_\_\_\_\_ (Initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	<u>Off Shore</u>		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canadian 8xx	\$0.130	\$0.130		Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<u>PR &amp; USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_





# Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New ☒  
Renewal ☐  
Move/Transfer ☐

Customer \_\_\_\_\_  
Svc Address \_\_\_\_\_  
Floor \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
Sec Bill Name \_\_\_\_\_  
Bill Address \_\_\_\_\_  
Flr/Room \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
MaxPipe Premium Line*	\$ 48.95	7	\$ 342.65
MaxPipe Ground Line/Message Rate**	\$ 20.50	1	\$ 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/Internet			\$ 483.15
Non Recurring Charges			Waived

Switched Services Term	36 Month
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Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services	X	36 Month
Internet Services	X	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	_____ 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 tariff, BTS PUCO No. 2, will provide the master sheet signed ("Customer") the service(s) marked on the opposite side of this agreement (the "Service(s)") at the rates and charges described on the service level Rate Sheet for each service attached to this Agreement (which is incorporated into, and made a part of this Agreement) at the address listed on the opposite of this Agreement (the "Service Location"). Services may generally be described as telecommunications services, which are custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications carrier.

**Term of Agreement:** The term of this agreement (the "Term") will begin on the date of service installation and will continue as noted on the MaxPipe Work Order or Telecommunications Master Service Agreement. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and 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 alter 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 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 catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 14 days from the date of the postmark on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes 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 (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.

#### Termination of Service by the Customer

If a Customer terminates services at the above service location, the Company shall be liable for the balance of any subsequent interval terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- (A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

**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

**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 above. (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. (3) Service restrictions and additional terms and conditions are defined on Company website ([www.buckeye-tele.com](http://www.buckeye-tele.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 modem from 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-enabled cable modem is moved from the original service location. Further, subscriber expressly acknowledges that the modem must not be left unplugged or with its battery removed, and the coaxial cable must not be disconnected from the modem, the wall outlet, or from the ground block outside the building. Any of those actions will limit access to emergency 911 service.

**Reasonable Use Policy:** MaxPipe is a commercial service offered for reasonable commercial and lawful use. Any other use may result in discontinuance of service. Unlimited use is defined as up to 5,000 minutes per month per line of local use, and 2,500 minutes per month per line of domestic long distance use (excludes Alaska, 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 Ohio.

<u>Domestic</u>	Intrastate	Interstate	<u>Off Shore</u>		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canadian 8xx	\$0.130	\$0.130		Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<u>PR &amp; USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_



## Schedule 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 Quantity:	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

### Acceptable Use Policy

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 lawful 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 prohibited from sending unsolicited email messages. Users shall not:

- post ten (10) or more messages similar in content to Usenet or other newsgroups, forums, email mailing lists or other similar groups or lists;
- post any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owner's 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 intellectual property rights without proper authorization, material that is libelous, slanderous, an invasion of privacy or otherwise illegal.

5. Users are prohibited from falsifying user information provided to BTS or to other users in connection with use of a BTS service.

6. Users are prohibited from engaging in any of the foregoing activities by using the service of another provider, but characterizing such activities through a BTS account, remailer, or otherwise through a BTS service or using a BTS account as a building for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing 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

B. 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 on a first offense that such activity is not allowed over the Buckeye network and will 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

B. lease 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' services.

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:

Authorized Customer Representative



Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New ☒  
 Renewal ☐  
 Move/Transfer ☐

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Maxpipe Essential Lines*	\$ 26.95	6	\$ 161.70
*Services delivered over fiber			
Monthly Total Switched			\$ 161.70
Non Recurring Charges			Waived

Switched Services Term	12 Month
------------------------	----------

Additional Schedules	Attach	Term
National Services	X	12 Month
Facility Services		
Internet Services		

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules.

\_\_\_\_\_  
 Authorized Customer Representative  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Date

The information contained herein is confidential and proprietary and should not be disclosed.

### MaxPipe Switched Services Terms and Conditions

**Services:** Buckeye TeleSystem ("BTS"), in addition to its filed tariff, BTS PUCO No. 2, will provide the master sheet signed ("Customer") the service(s) marked on the opposite side of this agreement (the "Service(s)") at the rates and charges described on the service level Rate Sheet for each service attached to this Agreement (which is incorporated into and made a part of this Agreement) at the address listed on the opposite of this Agreement (the "Service Location"). Services may generally be described as telecommunications services, which are custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications carrier.

**Term of Agreement:** The term of this agreement (the "Term") will begin on the date of service installation and will continue as noted on the MaxPipe Work Order or Telecommunications Master Service Agreement. If Customer, following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and 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 alter the technical parameters of the service provided to 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 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 catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 14 days from the date of the postmark on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes 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 (A) in 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.

**Termination Penalties:** Cancellation of Service by the Customer:

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- (A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

**Renewal:** Unless the Customer or the Company notify the other in writing of its intent to terminate the agreement at least 30 days prior to the end of the term, this Agreement will be renewed and extended on a month-to-month basis.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Notice:** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the 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 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 above. (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. (3) Service restrictions and additional terms and conditions are defined on Company website ([www.buckeye-teleystem.com](http://www.buckeye-teleystem.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 modem from 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-enabled cable modem is moved from the original service location. Further, subscriber expressly acknowledges that the modem must not be left unplugged or with its battery removed, and the coaxial cable must not be disconnected from the modem, the wall outlet, or from the ground block outside the building. Any of those actions will limit access to emergency 911 service.

**Reasonable Use Policy:** MaxPipe is a commercial service offered for reasonable commercial and lawful use. Any other use may result in discontinuance of service. Unlimited



**Schedule 2: National Switched Voice Services**  
**12 Month Agreement \_\_\_\_\_ (initial)**

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	<u>Off Shore</u>		
Outbound 1+	\$0.049	\$0.049	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.060	\$0.060		US Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<u>PR &amp; USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New ☒

Renewal ☐

Move/Transfer ☐

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
Maxpipe Essential Lines*	\$ 26.95	10	\$ 269.50
*Services delivered over fiber			
Monthly Total Switched			\$ 269.50
Non Recurring Charges			Waived

Switched Services Term	12 Month
------------------------	----------

Additional Schedules	Attach	Term
National Services	X	12 Month
Facility Services		
Internet Services		

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules.

Authorized Customer Representative

Title

Date

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 tariff, BTS PUCO No. 2, will provide the master sheet signed ("Customer") the service(s) marked on the opposite side of this agreement (the "Service(s)") at the rates and charges described on the service level Rate Sheet for each service attached to this Agreement (which is incorporated into, and made a part of this Agreement) at the address listed on the opposite of this Agreement (the "Service Location"). Services may generally be described as telecommunications services, which are custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications carrier.

**Term of Agreement:** The term of this agreement (the "Term") will begin on the date of service installation and will continue as noted on this MaxPipe Work Order or Telecommunications Master Service Agreement. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

**Equipment/Installation/Interconnection:** The Company shall use reasonable efforts to make available services to a Customer in accordance with 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 alter 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 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 catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 15 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 (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.

#### **Termination Penalties: Cancellation of Service by the Customer:**

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

**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

**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 above. (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. (3) Service restrictions and additional terms and conditions are defined on Company website ([www.buckeye-telestystem.com](http://www.buckeye-telestystem.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 modem from 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-enabled cable modem is moved from the original service location. Further, subscriber expressly acknowledges that the modem must not be left unplugged or with its battery removed, and the coaxial cable must not be disconnected from the modem, the wall outlet, or from the ground block outside the building. Any of those actions will limit access to emergency 911 service.

**MaxPipe Use Policy:** MaxPipe is a commercial service offered for reasonable commercial and lawful use. Any other use may result in discontinuance of service. Unlimited



**Schedule 2: National Switched Voice Services**  
 12 Month Agreement \_\_\_\_\_ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	<u>Off Shore</u>		
Outbound 1+	\$0.049	\$0.049	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.060	\$0.060		US Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<u>PR &amp; USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_



# Telecommunications Master Service Agreement

Date \_\_\_\_\_

Quote was generated on this date and is valid for 30 days

New ☒

Renewal ☐

Move/Transfer ☐

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Monthly Sub-Total/Switched			\$ -
Monthly Total/Switched/Facility/Internet			\$ -
Non Recurring Charges			\$ -

Switched Services Term
------------------------

Additional Schedules	Attach	Term
National Services	X	12 Month
Facility Services		
Internet Services		

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below agrees to the individual terms and pricing in the attached schedule.

\_\_\_\_\_

Authorized Customer Representative

Title

Date

Title

Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Master Terms & Conditions

**Term of Agreement:** Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Limitation of Liability:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

#### **Termination Penalties: Cancellation of Service by the Customer:**

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

**Warranty:** Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. **SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED.** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

**Maintenance:** Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Notice:** The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees for (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees, and (B) any infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

**Special Provisions:** (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

**Force Majeure:** Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

**Default:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Insolvency:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Hazardous Substances:** Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

**Credit Approval:** This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

**Facilities and Equipment:** The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

**Standard of Service:** Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



**Schedule 2: National Switched Voice Services**  
 12 Month Agreement \_\_\_\_\_ (Initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

<u>Domestic</u>	Intrastate	Interstate	<u>Off Shore</u>		
Outbound 1+	\$0.035	\$0.035	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

<u>Calling Cards</u>					
From: / To:	<u>Continental US</u>	<u>AK &amp; HI</u>	<u>PR &amp; USVI</u>	<u>Guam</u>	<u>N Mariana IS.</u>
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<u>PR &amp; USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

Customer: \_\_\_\_\_  
 Svc Address: \_\_\_\_\_  
 Floor: \_\_\_\_\_  
 City/State: \_\_\_\_\_  
 Zip: \_\_\_\_\_

#100495



## Telecommunications Master Service Agreement

Date \_\_\_\_\_

New ☐

Quote was generated on this date and is valid for 30 days

Renewal ☒

Customer \_\_\_\_\_  
 Svc Address \_\_\_\_\_  
 Floor \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Bill Name \_\_\_\_\_  
 Sec Bill Name \_\_\_\_\_  
 Bill Address \_\_\_\_\_  
 Flr/Room \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Zip \_\_\_\_\_

Customer Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Billing Contact \_\_\_\_\_  
 Contact Tel # \_\_\_\_\_

Tax Exempt: No \_\_\_\_\_

## Switched Local Services

Switched Local Services	Monthly Unit	Qty	Monthly Total
ISDN PRI Pkg/Voice/Flat Rate(incl in price)	\$ 645.00	1	\$ 645.00
DS1 Link	\$ 180.00	1	\$ 180.00
Business Lines/Flat Rate	\$ 19.50	4	\$ 78.00
Flat Rate Usage	\$ 6.75	4	\$ 27.00
Virtual Line Remote Forwarding	\$ 29.50	4	\$ 118.00
Monthly Total/Switched			\$ 1,048.00
Monthly Total/Switched/Facility/Internet			\$ 2,598.00
Non Recurring Charges			Waived

Switched Services Term	36 Month
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Additional Schedules	Attach	Term
National Services		
Facility Services	X	36 Month
Internet Services	X	36 Month

Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules

Authorized Customer Representative

Title

Date

Date

The information contained herein is confidential and proprietary and should not be disclosed.

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#### Master Terms & Conditions

**Term of Agreement:** Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Charges & Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Limitation of Liability:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

**Termination Penalties:** Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

**Warranty:** Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. **SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED.** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

**Maintenance:** Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Notice:** The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business

**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 attorney's fees for: (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying Party.

**Special Provisions:** (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

**Force Majeure:** Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

**Default:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the

**Insolvency:** If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

**Hazardous Substances:** Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

**Credit Approval:** This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

**Facilities and Equipment:** The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

**Standard of Service:** Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



### Schedule 3: Facility Services

Site	Company	Address	City/State	Zip
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

From/To	Service	Price 36		Qty	NRC	Total 36	
1-2	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	

#### Service Level

The services provided under this agreement include the construction of portions of the physical network, as well as work in and on 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.