Vorys, Sater, Seymour and Pease LLP

52 East Gay Street • Post Office Box 1008 • Columbus, Ohio 43216-1008 • Telephone (614) 464-6400 • Facsimile (614) 464-6350 • Cable vogysates

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not "source" documents.

Stephen M. Howard Direct Dial (614) 464-5401 Facsimile (614) 719-4772 E-Mail - smhoward@vssp.com Attached contracts are not

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June 5, 2007

Filing II

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

Re:

Case No. 07-1017-TP-CTR Buckeye Telesystem, Inc.

Approval of 15 Contracts

Dear Ms. Jenkins:

Please find attached an electronic copy of a completed Telecommunications Application Form and 15 contracts between Buckeye TeleSystem, Inc. and 15 End Use Business Customers. Pursuant to the Commission's policy, we have redacted the name, address and any other information which might identify the customers. These contracts are for switched services. Also enclosed is an affidavit of Thomas K. Dawson.

If you have any questions, please feel free to call me. Thank you in advance for your cooperation.

Sincerely yours,

/s/

Stephen M. Howard

Attorneys for Buckeye Telesystem, Inc.

SMH/jab Enclosures

Thomas K. Dawson cc:

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)

	of the Application of Buckeye TeleSystem, Inc.) Case No. 07-1017-TP-AEC rtain contracts.
••	
	istrant(s) Buckeye TeleSystem, Inc. egistrant(s) 5566 Southwyck Blvd., Toledo, Ohio 43614
	b Address www.buckeyetelesystem.com
	ontact Person(s) Thomas K. Dawson Phone 419-724-9802 Fax 419-724-7074
	ontact Person's Email Address <u>askus@buckeye-telesystem.com</u>
Date: June 3	5, 2007 TRF Docket No: 90- 9037 -TP-TRF
Motion for p	protective order included with filing? □ Yes ⋈ No
Motion for v	waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]
	ype (check all applicable): ☐ CTS (IXC) ☐ ILEC ☐ CMRS ☐ AOS
	Other (explain)
Case No. 99-9	orm must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in 98-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is 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 i	indicate the reason for submitting this form (check <u>one</u>)
	Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
□ 2 (ABN)	Abandonment of all Services
,	□ a. CLEC (90-day approval, 10 copies) □ b. CTS (14-day approval, 10 copies) □ c. ILEC (NOT automatic, 10 copies)
□ 3 (ACE)	New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.
	□ a. Switched Local □ b. Non-switched local □ c. CTS □ d. Local and CTS □ e. Other (explain)
	LEC Application to Change Ownership (30-day approval, 10 copies)
	LBC 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)
# (A 3 ##D)	NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
	LEC Merger (30-day approval, 10 copies)
□ 8 (ARB)	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)
18/27/	□ 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)
□ 19 Other	c. Withdrawal of service (0-day notice, 10 copies)

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

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

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

□ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
 □ CTR Docket No. 07-1017-TP-AEC (Use same CTR number throughout calendar year)

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

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

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

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

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

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

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

[x] 1+ IntraLATA Presubscription

<u>SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):</u>

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

President	Thomas K. Dawson	Steve Howard
	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
completion to the address and individua	l(s) identified in this Section unless ano	ompany on an annual basis. The annual report form will be sent for ther address or individual is so indicated.
		of any affiliates you have operating in Ohio under If needed, use a separate sheet and check here: Ohio Ohio
	<u>AFFIDA'</u>	<u>VIT</u>
	Minimum Telephone S	ervice Standards
I attest that these tariffs comply with the Telephone Service Standards, as modifi	(Name of Company) Minimum Telephone Service Standard ed and clarified from time to time, supe nderstand that noncompliance can result	authorized to make this statement on its behalf. Is (MTSS) for the state of Ohio. I understand that the Minimum reede any contradictory provisions in our tariff. We will fully comply tin various penalties, including the suspension of our certificate to
Executed on May 30, 2007 (Date) * This affidavit is required fauthorized agent of the ap		Nay 30, 2007 Date nay be signed by counsel or an officer of the applicant, or an
	VERIFICA	TION
I, Thomas K, Dawson ,ver	rify that I have utilized verbatim, the C	Commission's Telecommunications Application Form and that all of the
miormation submitted nere, and all add		with this case, is true and correct to the best of my knowledge. Wice President May 30, 2007 Date
	(A)	ounsel or an officer of the applicant, or an authorized agent o

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

AFFIDAVIT

STATE OF OHIO)	
) ss:	
COUNTY OF LUCAS)	

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

> Thomas K. Dawson Vice President

Sworn and subscribed before me in my presence this 30th day of May, 2007.

PENNY KAY PERRINE 1 MW
Notary Public, State of Objectary Public
My Commission Expires 05-23-2012 Public

My commission expires on 05/23/12



tomer signed original	Telecommunications I	viasier St				
to mar signed original			STAICE AGICOMO			Renewal
tomer signed original			<u> </u>			ve/Transfer
tomer signed onlyman	Contract for 5 BLs 12/13/05; Addend	dum for ad	ditional 13 BLs not	signed; this	is a	
Origation of those two	documents for customer signature.)		•			
Customer	<u> </u>		ill Name _ <u>-</u> _	<u> </u>		
		S	ec Bill Name			
_		_	ill Address			
Floor City/State		_	Ir/Room			
Zip			ity/State			
ш.р		2	ip			
		-	Billing Contact			
Customer Cor	ntact		contact Tel #			
Contact Tel #		`	_			
			Т	ax Exemp	t: <u>No</u>	
		•				
•	Switched	l Local S	ervices		Mon	thly Total
Switched Loc	al Services		Monthly Unit	Qty		351.00
Business Line			\$ 19.50	<u>18</u> 18	\$	121.50
Flat Rate Usa			\$ 6.75	10	Ψ_	
	<u> </u>					
.					- \$	472.50
Monthly Tota	al/Switched				-\ " -	Waived
Non Reoccur	ring Charges		l			
			Town		7	
	Schedule		36 Mg			
	Switched Local Service		7		7	
	Additional Schedules	Attach	Ter 36 M			
	National Services	<u> </u>	30 100	51761	_	
	Facility Services					
	Internet Services					

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

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be General: The service is turnished on the condition that it will be used only for authorized and lawful purposes. The service is turnished on 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-Disc Josurs: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), if 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 LIMITAGE OF LIABILITY. THE COMPANY WILL NOT DE HADIE FOR ANY INDIFFECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXPENDIALLY, OF PORTHUM COMPANY SERVICE, E-QUIDMENT, OF TACIFIES, OF the acts of omissions or negligence of the Company's employees or agents. The Company shall not be table for any delay or failure of performance or service, e-quipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be table for any delay or failure of performance or securios, equipirioris, or reducios, or une acus or unicipantia or requirigence or une company a emproyees or agenta. The company a sea tax or sales for any detay or ratifice 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, explosion, or other catastrophes; any law, order, regulation, direction, action, equipment due to causes not reasonably within its control, including but not immed to; acts of eoo, line, nood, expured to; acts of eoo, acts of eoo, acts of eoo, acts 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 of eoo, acts 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 or request or the united brates government or or any other government, including state and local governments having or calming jurisdiction over the Company, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

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

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (8) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on bahalf of Customer, plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus (D) The full amount of monthly recurring charges that would have been due 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 AGREEM ENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AURIEM CIVIT, ALL CUMULTIUMS AND WARKANTIES, EAPNESS OR IMPLIES STATUTURED 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

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

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall to miled at a company analistic enver all notices and other communications, except that the customer may also designate a separate address to which the customer shall mail or defiver all notices and other communications, except that the Customer shall mail or defiver all notices and other communications, except that the Company may designate a separate address as each bill for space to which the Customer shall mail or defiver all notices and other communications, except that the Company may designate a separate address as each legislation of the company may designate a separate address as each legislation of the company may designate a separate address as each legislation. be melled or qualverso electronically. The company shall designate on the Sarvice Green an address to which the Customer shall half or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall half or hand deliver payment on that bill. Arrangements also can be made Except that the company may designate a separate address on each oill for service to which the customer shall main or hand deliver payment on that bell. Arrangements also can be made for credit can't or electronic transfer of tunds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications

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 tees 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, exient the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or internoonal act or different or the indemnitying marty, its employees, agents, representatives, or invitees; and (B) intringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent

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 intermediately communicate with the other party the source, timing and use of such intermediately communicate with the other party the source, timing and use of such intermediately communicate with the other party the source, timing and use of such intermediately communicate with the other party the source, timing and use of such intermediately communicate with the other party the source, timing and use of such intermediately communicate with the other party the source, timing and use of such intermediately communicate with the other party the source, timing and use of such intermediately communicate with the other party the source, timing and use of such intermediately communicate with the other party the source, timing and use of such intermediately communicate with the other party the source, timing and use of such intermediately communicate with the other party the source, timing and use of such intermediately communicate with the other party the source, timing and use of such intermediately communicate with the other party the source.

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 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 to the extent that such damage or railure is due to any cause beyond the first party's reasonable control including without immitation any act or 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 orisission 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 operations.

Detault: 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.

Insolven cy: 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 Cored within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting

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

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed 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, the customer shall provide at all times suitable secure accuminodation, assistance, ractimes, and environmental conditions for the installation and housing service Equipment, and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that Such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications

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



Schedule 2: National Switched Voice Services

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.

			255 21 - 11-		
Domestic	Intrastate	Interstate	Off Shore		
		\$0.036	Outbound +1	Puerto Rico	\$0.11
Outbound 1+	\$0.040			US Virgin Islands	\$0.11
Inbound 8xx	\$0.036	\$0.040			
				Alaska	\$0.51
	Odo	\$0.05		Hawaii	\$0.07
International	Canada	φυ,υυ			

Calling Cards				Curam	N Mariana IS.
From: /To:	Continental US	AK& <u>Hl</u>	PR & USVI	<u>Guam</u>	IV IMATICATIO
		\$0.423	\$0.179	\$0.328	\$0.365
Continental US	ψ0.120	***************************************	00.005	\$0.487	\$0.524
AK & HI	\$0.490	\$0.625	\$0.625	Ψ0.407	
Canada	4	\$1.170	\$0.412	\$0.362	\$0.399
			\$0,679	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	\$0.073	φοιοτι	<u></u>

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

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

ustomer signed Contract 8/15/06; we have faxed copy but need origin					Renewal 🗸
ustomer signed Contract 8/15/06; we have faxed copy but need origin					ve/Transfer
Istomer signed Contract 8/15/06; we have laxed sopy	al signa	ture. Contra	ct is being	re-issued	İ
customer signature.)					
	Bill Nai	me Name			
m & Johnson		dress			
Floor	Fir/Roc				
an total	City/State				
-7:	Zip	_			
		Contact			
Contact Tel #	Conta	ct Tel#_			
		Т	ax Exemp	t: No	
		·			
Switched Local S	Service	es		155	thly Total
Switched Local Services	Mon	thly Unit	Qty		
	\$	19.50	11	\$	214.50 74.25
Business Line	\$	6.75	11	\$	74.23
Flat Rate Usage	<u> </u>				
	 				
	 			_	
				_	
	+			\$	288.75
Monthly Total/Switched					Waived
Non Reoccurring Charges					
		Teri	m		
Schedule		36 Mc		-	
Switched Local Services				\neg	
Additional Schedules Attac	h	Ter			
National Services X		36 M	ווווו	\dashv	
Facility Services				\dashv	
Internet Services					

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

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 whalsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company

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

Il a Cuslomer 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 Relention Incentive Oller provided by Company to Customer, plus
- (D) The Iuli 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 WARTANNY: ENDOKEYE WARTANIS HIAL SERVICES STIAL DE PENDIMEN IN A BITTEL AND AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bilts 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 Indemnitying Party, its employees, agents, representatives, or invitees; and (B) intringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

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

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

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

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.

			Off Shore		
Domestic	Intrastate	Interstate		Puerto Rico	\$0.11
Outbound 1+	\$0.040	\$0.036	Outbound +1		
		\$0.040		US Virgin Islands	
Inbound 8xx	\$0.030	Ψ3.0.0		Alaska	\$0.51
			<u> </u>	Hawaii	\$0.07
International	Canada	\$0.05			

				·	
Galling Cards			PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US		\$0,179	\$0.328	\$0.365
Continental US	\$0.123	\$0.423	\$0.625	\$0.487	\$0.524
AK & HI	\$0.490	\$0.625		\$0.362	\$0,399
Canada	\$0.294	\$1_170	\$0.412	\$0.377	\$0.414
PR & USV	\$0.211	\$0.575	\$0.679	40,077	<u></u>

er the Commitment	\$0.00
Monthly Commitment	\$0,00
Non Recurring Charges	3(7070X

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement Renewal Date Move/Transfer Quote was generated on this date and is valid for 30 days Bill Name Customer Sec Bill Name Svc Address Bill Address Floor Fir/Room City/State City/State Ζlp Zlp **Billing Contact Customer Contact** Contact Tel # Contact Tel# Tax Exempt: No Switched Local Services Monthly Unit Monthly Total Qty Switched Local Services 595.95 Monthly Total/Facility/Internet Waived Non Recurring Charges Switched Services Term Term Attach Additional Schedules National Services 36 Month Facility Services 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 19 the individual terms and pricing in the attached schedules. J. ASIGNATION Date

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

3

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 fransitions to a Month-To-Month agreement for any reason whatever like Customer agrees to pay any increase in direct and/or third party expenses to provide acrylice 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 Ilimited 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 roles of the Public Utilities Commission of Ohio, the FCC and the tariffs of STS

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring ch arges 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, examplary, or punitive damages to the Customer as a result of any Company **Ervice, *quipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or fallure of performance or requipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any taw, order, regulation, direction, Esclors, or request of the United States government or of any other government, including state and local governments having or claiming furticition over the Company, or of any other government or agency, commission, bureaut, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any milliary suthority, preemption of extelling service in compliance with national emergencies; insurrections; riots, wars, unavailability of rights-of-way.

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

- (B) Arry disconnection, early cancellation, or lemmation charges reseanably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Relention 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 (liegal or unenforceable, this Agreement shall be revised only to the extent Песвевалу to make euch provision(s) legal and enforceable; provided, however, that the agreement во 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 FIT NESS 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 suthority 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 suppressor is a valid and trial this processor. terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement,

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

Ameridments: This Agreement may only be amended in writing and any emendment must be agreed to and algrical by both Company and Customer.

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

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, habilities, costs, and Customs: with respect to any service or lecting provided by the Company, each party shall indentify, and determined Party or any third party, or the death of or injury to possess, to the experience, including east-order lead to the loss, death, or injury was caused by or resulted from the negligent or intentional act or obtains of the indemnifying Party, its employees, agents, extent the loss, death-order (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, adaing from and to the extent representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, adaing from and to the extent caused by the act or omlasion of the indemnifying party

Special Provisions: (1) Buckeys TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and changes 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 clisciosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such

Force Majaure: Neither party shall be liable to the other for any lose or damage which may be suffered by the other party, or for any failure to perform its obligations under the Perce Majoure: Neuner party shall be liable to the other for say loss or carriage which may be surfered by the other party, at on any secure to perform the objections where the Agreement lib the extent that such damage or tellure is due to any cause beyond the first party's responsible control including without limitation any set of God, indement weather, failure or shortage of power supplies, flood, drought, lightning or tire, strike, lock-out, trade dispute or labor disturbance, the set or omission of Government, highway sufficilities, public tellscommunications 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 tellscommunications 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 falls to perform any malenal 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.

Inscrivency: If either party fells to perform any material abligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not curred within 30 days following receipt of a default notice from the other 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 creations was or environmental taw or regulation; at any site waste blockeys is to perform service; under this Agreement. If during such performance successed employees of significant encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the abbestos or other hazardous substance, and to test the premise to ensure that exposure does not exceed the lowest exposure in the transport of the workers. Buckeye may subspand performance under this Agreement shall be extended for the or containment has been completed and approved by the appropriate governmental agency and guides. Performance obligations under this Agreement shall be extended for the delay caused by seld clean up or removal. Customer's failure to remove or contain the hazardous substance shall entire Buckeye to terminate this Agreement without further liability. If Buckeys so terminates, Customer shall reimburse Buckeys for expanses incurred in performing this Agreement until termination

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

Fectilities and Equipment: The Customer shall provide at all times autrable secure accommodation, assistance, facilities, and environmental conditions for the Installation and housing of February and Equipment, the Costante shall provide at all affects and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that Service Equipment, and all necessary electrical power supplies and other installations and first installation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Siles and in accordance with the specifications movided by Buckeye

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



Schedule 3: Facility Services

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

From/To	Service	Price 38	Qty	NRC	Total 36
1-2	3Mbps EDIA Internet Transport	\$285.95	1	Waived	\$285.95
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The services provided under this agreement involve the construction of portions of the physical network, as well as work in each of the buildings to be served for the construction of the building entrance for the fiber cable.

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

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

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



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

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term 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 Denietal. The Service is intrinsiced on the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used limited from time to time to reassons beyond the control of Company. to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

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

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

Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. service, equipment, or received, or me auto or consistence or me company's employees or egeneration, or other catastrophes; any law, order, regulation, direction, action, 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 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 or request or the chined states government or or any other government, including state and occal governments having or claiming junisdiction over the company, or or any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in Compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service if a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service п а сыстите полительно запись апис запись
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 prograte 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 legal this agreement is a valid and his direction policy and authority to execute and perform this agreement. FILINESS OF THE SERVICES OR ANY FART THEREOF FOR A FARTHOUGHA FURTOSE) ARE HELDED EXCLUDED. Company and customed easily resembles and warrants that has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address Notice: The customer may choose to have houses and only delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Choice and 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 Claims. VVIII Trespect to any service or racing provided by the Company, each party shall indemnify, and detend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of 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) infingement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

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

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

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous satisfances. Customer certains making in the presence of any aspessos of office mazardous substance (as defined by any applicable state, recertain, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise encounter any such substance, customer agrees to take all necessary steps, at its own expense, to remove or contain the aspessos or other nazarious substance and to test the premoval or to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay 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 Ap proval: 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 ractifies and Equipment, the customer shall provide at all times solitable secure accommissation, assistance, ractifies, and environmental conditions for the installation and housing Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications

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



Schedule 3: Facility Services

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

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

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



as gener	rated on this date and	is valid for 30 days				
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If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable fariff), 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 terminalion 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.

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Warranty: Buckeye warrants that Services shall be performed in a limely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE 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

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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 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 disclosed.

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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 taw 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 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 such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications

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



Schedule 3: Facility Services

		Address	City/State	Zip
Site	Company	Addless		
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From/To	Service	Price 36	Qty		\$265.00
2-3	3Mbps Ethernet Pt to Pt	\$265.00		Waived	
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The services provided under this agreement involve the construction of portions of the physical network, as well as work in each of the buildings to be served for the construction of the building entrance for the fiber cable.

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



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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

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

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

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

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

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

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, 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 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 agents encounter any such substance of the substance until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement. without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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

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



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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

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

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Claims: With respect to any service or facility provided by the Company, each party shall indemnity, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' lees 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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Default: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the

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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 claused 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 ferminales, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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Telecommunications	Master	Service	Agreement
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The information contained herein is confidential and proprietary and should not be disclosed.

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

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

Facilities and Equipment The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations, and filtings and for the commissioning and provision of Service. The Customer shall housing of Service Equipment; and all necessary electrical power supplies and other installations, and filtings and for the commissioning and provision of Service. The Customer shall housing of 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 incoming the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer 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.



<u>.</u> .			Bill Name			
Customer		_	Sec Bill Name			
_			Bill Address			
Floor			Fir/Room			
City/State _ Zip		_	City/State		_	
Zip			Zip			
			p			
Customer Con	tact		Billing Contact_			
Contact Tel #			Contact Tel #			
		-				
				x Exemp		
			Build	Required	<u>oN</u> ?t	
			Monthly Unit	Otre	[Mo:	nthly Tot
Switched Loca	I Services		WOITHING OTHE	Oty	INC	Thinly Tot
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					-	
No. all by Taball	Cility/Internet				\$	2,637.9
	Facility/Internet				\$	1,500.0
Non Reoccurrin	ig Charges		<u> </u>			· · · · · · ·
	Schedule		Term		7	
	Switched Local Service	es				
j		Attach	Term		7	
	Additional Schedules	Attacii	16,111			
	National Services	X	36 Mor	nth	-	
	Facility Services Internet Services	$\frac{\hat{x}}{x}$	36 Mor		-	
	Internet Services	^_	00 11101			
	Signature by both parties on this do	cument cons	titutes a service order i	n áccordanc	e e	
	with the master terms and condition	is attached. C	Sustomer signature belone the attached schedules	.w, agrees to	0	
	the individual terms ar	па рискид ви с	TIE ALLACTIEU SCHOULIES	,		
						
-		- -		<u> </u>		
Authorize	d Cuswiffer Representative	-				
		_				

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

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

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the 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 lederal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penaltles: 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 n a customer reministres set the applicable tailff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

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

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

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

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

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

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Nelwork 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 lumished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

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

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' lees 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 negligant 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 Indemnilying 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 leminate this Agreement upon written notice to the

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

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

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

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are 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
Site	Company			ļ
1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
2				
3				
4				2.1
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7				
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9				
10				

	Service	Price 36	Qty	NRC	Total 36	
From/To	<u> </u>	\$700.00	1	\$1,500.00	\$700.00	
	Full Rack Co-Location Space				\$395,00	
	5Mbps Native LAN Extension (transport for IP)	\$395.00		 	\$395.00	
2-3	5Mbps Native LAN Extension	\$395.00		-		
	2Mbps Native LAN Extension	\$275.00	1		\$275.00	
	2Mbps Native LAN Extension	\$275.00	1		\$275.00	
	2Mbps Native LAN Extension	\$275.00	1	<u> </u>	\$275.00	
				 		
				<u> </u>		

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

					Henewa Move/Transfe
vas generated on this da	te and is valid for 30 days				micro Italiais
	·				
Customer		_	Bill Name		
Svc Address			Sec Bill Name _		
Floor			Bill Address		
City/State			Flr/Room _		.
Zip			City/State _ Zip _		
			- LP		
Customer C	ontact		Billing Contact_		
Contact Tel		_	Contact Tel # _		
_	-		-	Гах Ехетр	ot; Yes
·					
		d Local S	ervices Monthly Unit	Qty	Monthly Tota
	ocal Services			26	\$ 390.00
Analog Centi	rex Line/Measured*		\$ 15.00 \$ 43.00	1	\$ 43.00
Centrex Star	ndard System Features		φ 43.00		
*Manaurad r	ate billed at \$.01 1st min				
	08 Day or Night		-		
adds trait die					
Monthly To	tal/Switched				\$ 433.00
Non Recurri					WAIVE
	Switched Services To	erm		23 Mont	h
					-
	Additional Schedules	Attach			
	National Services	Х	Month to	Month	_
	Facility Services				4
	Internet Services		<u> </u>		
	Signature by both parties on this do with the master terms and condition the individual terms a	ns attached.	stitutes a service order Dustomer signature be the attached schedule	low/agrees to	ne 0 /
					
<u> </u>					
		<u></u>		·	***************************************
				7.5 10	** *
	Date			Date	
	The information contained herein is	confidential a	nd proprietary and she	ould not be di	sclosed.

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 fallure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, periorinance or equipment due to causes not reasonably within the control, including but not minited to account including state and local governments having or claiming jurisdiction over the 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

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

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

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

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, Agreement to the extent that such damage of landie is due to any cause beyond the first party of resourced control including without mitteen any act or cost, indefinent weath 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 until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. 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.

Domestic	Intrastate	Interstate	Off Shore		· · · · · · · · · · · · · · · · · · ·
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0,13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

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

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

Customer	
Svc Address	
Floor	
City/State	
Zip.	



Telecommunications Master Service Agreement

<u></u>	and Is valid for 30 days						
	•						
Customer			Bill N				
Svc Address		_		lill Name			
Floor				ddress			
City/State		_	Fir/Re	-		_	
Zip			City/S	state _			
			Zip	•			
Customer Co	intact		Billin	g Contact			
Contact Tel #				act Tel#			
Contact rei #	·	-		-			
					Tax Exemp	ot: Yes	
						-	
		d Local S		es thly Unit	Obr	1 Mor	ithly To
Switched Loc					Qty	_	
Analog Centre	ex Line/Measured*		\$	15.00	13	\$	195.0
Centrex Stand	dard System Features		\$	43.00	1	\$	43.0
						+	
	te billed at \$.01 1st min		-				
addl min \$.00	8 Day or Night						
						s	238.
Monthly Tota						- P	WAIVE
Non Recurrin	g Charges						VVIVE
-							
	Switched Services Te	rm	<u> </u>		23 Mont	n	
		<u> </u>				-7	
	Additional-Schedules	Attach		Teri			******
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The state of the s	Facility Services					4	
		1				i	
	Internet Services						
	Internet Services Signature by both parties on this document in the master terms and condition.	s attached.	Custom	er signature b	elow, aørees t	ce ió	
	Internet Services Signature by both parties on this do	s attached.	Custom	er signature b	elow, aørees t	ce ó	and the second
	Internet Services Signature by both parties on this document in the master terms and condition.	s attached.	Custom	er signature b	elow, aørees t	ce o	
Authori	Internet Services Signature by both parties on this do with the master terms and condition the individual terms and	s attached.	Custom	er signature b	elow, aørees t	ce Ó	
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Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date, if Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company

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

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

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

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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or cialming 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-ur-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 AGREEMENT, ALL CONDITIONS AND WARROWING, EATILES ON NUMBEROOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

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

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

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

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

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 rorce majeure; neither party shall be liable to the other for any loss or damage which may be surrered 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 tabor 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)

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
	\$0.035	\$0.035		US Virgin Islands	\$0.11
Inbound 8xx		\$0.13		Alaska	\$0.51
Canada 8XX		\$0.05		Hawaii	\$0.07
International	Canada	Φ0.00			

Calling Cards					N. 16
From: /To:	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
		\$0.625	\$0.625	\$0,487	\$0.524
<u>AK & HI</u>				\$0.362	\$0,399
Canada	\$0.294	\$1.170	\$0.412		\$0.414
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$U.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

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

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due Charges & Payment. Payment to Service, inscallabori, and monthly recentling and non-recogning onlings, including approach cooling, and, and some account in the service and the service in 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, performance or equipment due to causes not reasonably within its contact, molecular due to cause of social potential and the states government or of any other government, including state and local governments having or claiming jurisdiction over the regulation, diffection, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

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

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (E) 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 AGREEMENT, ALL CONDITIONS AND WARRANTIES, EAFRESS OR INFELED, STATUTION ON OTHERWISE, (INCLUDING BUT INCLUDING BUT INCLUDING BUT INCLUDING TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

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

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

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

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

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, 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

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 of 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 curtain the asbestos or other hazardous substance and to agents encounter any such substance. Customer agrees to take all necessary steps, at its own expense, to remove or curtain the asbestos or other hazardous substance and to agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or curtain the asbestos or other hazardous substance and to agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or curtain the asbestos or other hazardous substance and to agents encounter any such substance. until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. 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 nousing or service Equipment, and an necessary electrical power supplies and outer installations and manage and for the commissioning and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with 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.



Month to Month Agreement

(initial)

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

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
		\$0.035		US Virgin Islands	\$0.11
Inbound 8xx	\$0.035		 	Alaska	\$0.51
Canada 8XX	\$0.13	\$0.13			\$0.07
International	Canada	\$0. 0 5		Hawaii	Φυ.υ/

Calling Cards					
	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
		\$0.625	\$0,625	\$0.487	\$0.524
AK & HI	7	\$1,170	\$0,412	\$0.362	\$0,399
<u>Canada</u>				\$0,377	\$0.414
PR & USVI	\$0.211	\$0.575	\$0.679	Φ0.311	1 40.414

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

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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 Chio, the rules of the Public Utilities Commission of Chio, the FCC and the tariffs of BTS

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

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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplery, or punitive damages to the Guatomer 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

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 Meil, 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 educes to writing the Company shall deliver all notices and obtain communications, except that the Customer may also designate a separate accress to writing 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, 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, earnis, voint respect to any service or racing provided by the Company, each party snati incertainty, and determined Party from an Learnis, actions, claimages, manufects, 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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental lew 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 test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. until the removal or containment has been completed and approved by the appropriate governmental agency and Buckaye. 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 extended not the delay caused by said clean up of removal, substitute of lemoval truther 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 instellation 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 Siles and in accordance with the specifications provided by Buckeye.

Standard of Sarvice: 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.



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.

	lutus atata	Interstate	Off Shore		
Domestic	Intrastate		Outbound +1	Puerto Rico	\$0.11
Outbound 1+	\$0.029	\$0.029	Outbound + 1		
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
·	Canada	\$0.05		Hawaii	\$0.07
International	Canada	ψ0.00			

Calling Cards					N. 38 - 5 - 10 - 10
	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
		\$0,423	\$0.179	\$0.328	\$0.365
Continental US				\$0.487	\$0.524
AK & HI	\$0.490	\$0.625	\$0.625		
Canada	\$0.294	\$1,170	\$0.412	\$0.362	\$0.399
		\$0.575	\$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.515	40.0.		

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

Customer Svc Address	
SVC Address	
Floor	
City/State	
Zip	



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Muster Terms & Conditions

Term of Agreement Customer agrees to a min/mum term langth and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term term or a squeezing to consume agrees to a magnific continuing and entries type as invocated in the anticined Schooling, which are provided by successful continuing the completion of the initial term transitions to a Month-To-Month agreement for any reason begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatspever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be timited 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 fixe products at the price specified herein.

Governing Law. This Agreement is governed by and aubject to the laws of the State of Ohio, the rules of the Public Children Commission of Ohio, the FCC and the tarifs 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

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. It 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 flable for any indirect, incidental, special, consequential, exemplary, or puritive damages to the Customer as a result of any Limitation of Listoliny. The Company will not be liable for any discrete, including, apecial, consequential, exemple, or particles and solve any discrete factors of registers of the Company's employees or agents. The Company shall not be liable for any discrete factors or registers or security service, equipment, or lacilities, or the acts or missions or registers of the Company's employees or agents. The Company shall not be liable for any disky or fallure of company service, equipment due to causes not reasonably within its control, including but not limited to: acts of God, tire, flood, explosion, or other calestrophes; any law, order, performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, tire, flood, explosion, or other calestrophes; any law, order, performance or equipment due to causes not reasonably within the control, including but not limited to: acts of God, tire, flood, explosion, or other catastrophas; any law, order, regulation, direction, action, or request at 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, elete or local governments, or of any militiary authority; preemption of existing service in compliance with national emergencies; insurrections; flote; wars; unavailability of rights-of-evay.

Termination Penalties: Cancellation of Service by the Customer:

I service interruption (as defined within the applicable lartif), or if a Customer moves to another service address the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable lartif), 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 Guetorner, plus (8) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus (C) The prorate portion of a Ratention incantive 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 harein shall for any reason be held to be illegal or unaniorceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and entorceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shell be portormed in a timely and protessional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPUED, 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 the protessing and prot It has full legal power, right, and authority to execute and parform this agreement, and that this agreement is a welld and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Meintenence: 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 letter caused by facilities and equipment not tendened by Buckeye or to repair damage or interruptions caused by the Customer or Customer's eculoment

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

Nollice: The customer may choose to have notices and bills delivered via U.S Mali, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver ell notices and other communications, except that the Customer may also designate a separate address to which the company shall designate a service order an address to which the Customer shall mail or deliver at notices and other service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver at notices and other service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver at 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.

Arrang ements 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 tailf will be in writing. Notices and other communications of either party on the third business day

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

Spacial Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide vokes, data and video services to Customer par 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 tegal means, the party receiving notice shall immediately communicate with the other party the source, liming and use

Force Majaura: 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 latitude is due to any cause beyond the first parry's reasonable control including without limitation any act of God, inclament weather, failure or shortage of power supplies, flood, drought, lightning or lire, strike, lock-out, trade dispute or lation disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, milliary operations, or not, difficulty, delay or fallure in manufacture, production or supply by third parties, of the ervice Equipment or any pan thereof.

Default: If either party falls to perform any material obligation within this Agreement or violates any material term or concilion 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 talk 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 defaultimo party.

Hazardous Substances: Customer certilles that it is not aware of the presence of any aspestos or other hazardous substance (as deliked by any applicable state, tederal, local hazardous Substances: Customer certilies that it is not aware of the presence of any asbasics or other hazardous substance (as delined by any applicable state, tederal, 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 auch substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbastos or other hazardous substance and to test agents encounter any auch substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbastos 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 will the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement without further for the delay caused by said cleen up or removal. Customer's fallure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall relimbures Buckeye for grantses incurred to partornion this Agreement until termination. liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in parforming 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 tank referenced above.

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

Standard of Sarvice: 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 expanse and Buckeye shall use reasonable endeavors to ensure it does not materially detect modification, change, addition or replacement shall be carried out at Buckeye's own expanse and Buckeye shall use reasonable endeavors to ensure it does not materially detect modification, change, addition or replacement shall be carried out at Buckeye's own expanse and Buckeye shall use reasonable endeavors to ensure it does not materially detect modification, change, addition or replacement shall be carried out at Buckeye shall use reasonable endeavors to ensure it does not materially detect modification, change, addition or replacement shall be carried out at Buckeye shall use reasonable endeavors to ensure it does not materially detect modification, change, addition or replacement shall be carried out at Buckeye shall use reasonable endeavors to ensure it does not materially detect modification. in using Services



36 Month Agreement _____ (initial)

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

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

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Calling Cards					
	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
	1	\$0.423	\$0,179	\$0,328	\$0.365
Continental US	\$0.123			\$0.487	\$0.524
AK & HI	\$0.490	\$0,625	\$0.625		
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
		\$0.575	\$0,679	\$0.377	\$0.414
PR & USVI	\$0.211	Ψυ.στο	4444		

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

Customer	·	
Svc Address		
Floor	•	
City/State		
Zip		



Schedule 3: Facility Services

Site	Company	Address	Clty/State	Zip
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2				<u> </u>
3				
4				
[′] 5				
6				-
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From/To	S Gervice	Price 36	Qty	NRC		Total 36
		\$98.40	1	WAIVED		\$98.40
1-2	1MB/1MB Ethernet Transport	<u> ф90.40</u>		 ••••		
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The services provided under this agreement involve the construction of portions of the physical network, as well as work in each of the buildings to be served for the construction of the building entrance for the fiber cable.

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

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



Flat Rate Usage 5.7.7 Starthir Total Switched \$ 3		even UE and Micro					<u> </u>	Aove/Tran
Sec Bill Name Styre Address Floor City/State Zip Customer Contact Zip Customer Contact Contact Tel # Tax Exempt? Yes Build Required? No Switched Local Services Monthly Unit Qty Monthly Business Line \$ 19.50 12 \$ 23 Flat Rate Usage \$ 6.75 12 \$ 8 Monthly Total Switched Switched Local Services Monthly Total Switched Switched Local Services Additional Schedules Attach Term National Services X 36 Month Facility Services X 36 Month	generated on this date and is	valid for 60 days						
Sec Bill Name Styre Address Floor City/State Zip Customer Contact Zip Customer Contact Contact Tel # Tax Exempt? Yes Build Required? No Switched Local Services Monthly Unit Qty Monthly Business Line \$ 19.50 12 \$ 23 Flat Rate Usage \$ 6.75 12 \$ 8 Monthly Total Switched Switched Local Services Monthly Total Switched Switched Local Services Additional Schedules Attach Term National Services X 36 Month Facility Services X 36 Month								
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Internet Services		Facility Services					_	
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Signature by both parties on this document constitutes a service order in accordance	_	 : =		,				
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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 remit of Agr Contents. Common agrees to a minimum term longer and solvice type as modated in the actioned contenties, minimal and provided by brunkeys relegished (DTC). It is a minimum term longer and solvice type as modated 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 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 be limited from time to time for reasons beyond the control of Company. Company has the right to purchase additional like products at the price specified herein.

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

Non-Disclos-ure: 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

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 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 Company service, equipment, or ractities, 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, 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, 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, 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, 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, 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, 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, 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, performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, order, performance or equipment due to causes not reasonably within the control including the catastrophes. regulation, direction, accord or request or the ornized states government or or any other government, including state and rocal governments raving 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 Company, or or any department or egency, commission, pureau, corporation, or other missioninentality or any one or more or more or close receiving state or military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

if a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than If a Customer retininates services at this above service address before the completion of the another service address that Company cannot service the Customer agrees to pay:

service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay: A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

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

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

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTIORY 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 fitness of the Services or any Part Thereof For A PARTICULAR PURPOSE) are thereby excluded by the services of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Malmenanica: 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 manifestion res. Durkeye and the responsible for the injurity and out the purpose of the purpose and the state of the control of the customer or customer's 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 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

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

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

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

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

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 falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cred 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

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 Pagallucus Substances. Customer ceruies tract a is not aware or the presence or any aspestos or other nazardous 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 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 aspector of other hazardous substance and to agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the sepector of other nazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement 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 shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye and Buckeye to terminate this Agreement extended for the delay raused 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 racinities 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

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.



36 Month Agreement _____ (initial)

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

					
Domestic	Intrastate	Interstate	Off Shore		
		\$0.029	Outbound +1	Puerto Rico	\$0.11
Outbound 1+	\$0.029		Calboaria	US Virgin Islands	\$0.11
Inbound 8xx	\$0.035	\$0.035			
		\$0,130		Alaska	\$0.51
Canadian 8xx	\$0.130			Hawaii	\$0.07
International	Canada	\$0.05	<u> </u>	7 (50,11 50.1)	
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Calling Cards		A1/0 UI	PR & USVI	Guam	N Mariana IS.
	Continental US	AK& HI	\$0.179	\$0.328	\$0.365
Continental US		\$0.423 \$0.625	\$0.625	\$0.487	\$0.524
AK & HI			\$0.412	\$0,362	\$0.399
Canada	- 1	\$1.170 \$0.575	\$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	Ψ0.010		

\$0.00
\$0. <u>00</u>

Customer	
Svc Address	
Floor	
City/State	
Zip	

This foregoing document was electronically filed with the Public Utilities

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Case No(s). 07-1017-TP-CTR

Summary: Application Telecommunications Application and Approval of 15 Contracts - Filing II electronically filed by Stephen M Howard on behalf of Buckeye Telesystem, Inc.