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Aithur L Vorys 1856-1943 Lowiy L. Salci. 1867-1935 Augustus T. Seymour 1873-1926 Edward L. Pease 1873 1924

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Tcl 513.7/3.1000 Lax 513 723 (056) ALEXANDRIA 277 South Washington St. Alexandria, VA 22 314

Too South Main Street Suite Hoo Alaon Off (1308)

4el 703 837 6000 4cl 330.208.1000 Tax 703 519 1192 Lax 330 208 1001

Stephen M. Howard Direct Dial (614) 464-5401 Facsimile (614) 719-4772 E-Mail - smhoward@vssp.com

August 22, 2007

in electronic format and are not "source" documents.

Attached contracts are not

Filing 1

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 25 Contracts

Dear Ms. Jenkins:

Please find attached an electronic copy of a completed Telecommunications Application Form and 25 contracts between Buckeye TeleSystem, Inc. and 25 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-CTR extrain contracts.
Name of Reg	gistrant(s) Buckeye TeleSystem, Inc.
	egistrant(s) 5566 Southwyck Blvd., Toledo, Ohio 43614
	eb Address www.buckeyetelesystem.com
Regulatory C	Contact Person(s) Thomas K. Dawson Phone 419-724-9802 Fax 419-724-7074
	Contact Person's Email Address _ askus@buckeye-telesystem.com
	on for Annual Report Thomas K. Dawson Phone 419-724-9802
	ontact Information Joye Stevens Phone 419-724-3863
Date: Augu	
Motion for	protective order included with filing? ☐ Yes ☒ No
	waiver(s) filed affecting this case? ☐ Yes ⊠ No [Note: waiver(s) tolls any automatic timeframe]
Company 1	ype (check all applicable): ☐ CTS (IXC) ☐ ILEC ☐ CMRS ☐ AOS
	☐ Other (explain)
Case No. 99-9	form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in 198-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	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)
□ 5 (ACN)	LEC Application to Change Name (30-day approval, 10 copies)
□ 6 (AEC)	Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
	NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
	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)
	\Box viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
	□ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
	□ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
□ 10(ATC)	Application to Transfer Certificate (30-day approval, 7 copies)
□ 11 (ATR)	LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
□ 12(ATW)	Application to Withdraw a Tier 1 Service
()	□ a. CLEC (60-day approval, 10 copies) □ b. ILEC (NOT automatic, 10 copies)
□ 13 (CIO)	Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
□ 14 (NAG)	Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
□ 15 (RCC)	For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
□ 16(SLF)	Self-complaint Application
, ,	□ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
	b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
□ 17(UNC)	Unclassified (explain) (NOT automatic, 15 copies)
□ 18 (ZTA)	Tariff Application Involving only Tier 2 Services
	□ a. New End User Service (0-day notice, 10 copies)
	□ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
	□ c. Withdrawal of service (0-day notice, 10 copies)
□ 19 Other	(explain)(NOT automatic, 15 copies)

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

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

Paper Tariff	☐ Electronic Tariff.	If electronic,	provide the tariff's web address:	 	

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

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

_	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls
		any automatic timeframe associated with this filing.
0	[3]	Completed Service Requirements Form.
	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
0	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
0	[3]	Brief description of service(s) proposed.
	[3a-b,3d]	Explanation of whether applicant intends to provide \square resold services, \square facilities-based services, or \square both resold and facilities-based services.
0	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
	[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:
<u> </u>	[54 0,54]	1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources.
		Describe internally generated sources of cash and external funds available to support the applicant's operations that
		are the subject of this certification application.
		2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial
		statements are based on a certain geographical area(s) or information in other jurisdictions
		3) Documentation to support the applicant's cash an funding sources.
_	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and
	[Ja-uj	proposed service area.
_	(2. 4)	
	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
	[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):
"	[54-0,54]	□ interconnection agreement, □ retail tariffs, or □ resale tariffs.
D.	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
		Explanation of whether applicant intends to provide Local Services which require payment in advance of
<u> </u>	[3a-b,3d, 9a(i-iii)]	Customer receiving dial tone.
	[3a,3b,3d, 9a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
	[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.
_	[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.
	1	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
-	[3] [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-	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected.
	13,16,18-23,25]	Specify for each service affected whether it is \square business; \square residence; or \square both. Also indicate whether it is a \square switched or \square
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:
	20- 21]	☐ Tier 1 price list increases must be within an approved range of rates.
		□ SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
	[2,4-5,9a(v),	Copy of real time notice which has been/will be provided to customers.
	9b, 10,12-13,16,	NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
	18(b-c),20-21]	
	[1,2,5,9a(v),11-13,	Affidavit attesting that customer notice has been provided.
	18, 21 (increase	
<u> </u>	only)]	C CY I I I I I I I I I I I I I I I I I I
	[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.
0	[14]	The interconnection agreement adopted by negotiation or mediation.
	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority
]		to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this
		Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio
		Secretary of State.
	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
D	[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 must be clearly reflected
		on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large
1 1		ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map
] [attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all
		exchanges to which local calls can be made from each of those exchanges.
		If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): •
		Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the
		involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps
	:	for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography
1 1		maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
1.		maps, these maps are statistical topographic Quantum grounds, the minute the 1900.
		Other information requested by the Commission staff.
	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff:
1		□ Paper Tariff □ Electronic Tariff - If electronic, provide the web address for the tariff:

Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as III. 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]

IV. List names, titles, phone numb behalf of the applicant:	ers, and addresses of those persons author	orized to make and/or affirm or verify filings at the Commission on
Joe Jensen	Thomas K. Dawson	Steve Howard
President	Vice President	Attorney
5566 Southwyck Blvd.	5566 Southwyck Blvd.	52 East Gay St., P.O. Box 1008
Toledo, OH 43614	Toledo, OH 43614	Columbus, OH 43612-1008
NOTE: An annual report is required to completion to the address and individu	o be filed with the Commission by each co val(s) identified in this Section unless and	ompany on an annual basis. The annual report form will be sent for other address or individual is so indicated.
		of any affiliates you have operating in Ohio under (If needed, use a separate sheet and check here:
	<u>AFFIDA</u>	<u>VIT</u>
	Minimum Telephone S	Service Standards
I am an officer of the applicant corpora	ation, Buckeye TeleSystem, Inc., and arr (Name of Company)	authorized to make this statement on its behalf.
Telephone Service Standards, as modi	fied and clarified from time to time, supe	ds (MTSS) for the state of Ohio. I understand that the Minimum er cede any contradictory provisions in our tariff. We will fully complete in various penalties, including the suspension of our certificate to
I declare under penalty of perjury that	the foregoing is true and correct.	
Executed on _ August 17, 2007 (Date)	at Toledo, Ohio (Location)	<u>)</u>
	Signature and Title	Vice President August 17, 2007 Date
authorized agent of the a	pplicant.	may be signed by counsel or an officer of the applicant, or an
	<u>VERIFICA</u>	
I, Thomas K. Dawson ,v	erify that I have utilized, verbatim, the C	Commission's Telecommunications Application Form and that all of
information submitted here, and all ad	ditional information submitted in connec	with this case, is true and correct to the best of my knowledge.
	Herry K (August 17, 2007
	*Signature and Title	Date
*Verification is required for the applicant.	or every filing. It may be signed by c	counsel or an officer of the applicant, or an authorized agent
Send your completed Appli	cation Form, including all required	attachments as well as the required number of copies, to:
•	Public Utilities Com	-

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 17th day of August, 2007.

PENNY KAY PERRINE

Notary Public, State of Ohio

My Commission Expires 05-23-2012

Notary Public

Notary Public

My commission expires on 05/23/12



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Telecommunications				Move	Transfer
as generated on this date and is valid for 30 days					
(2)					
	Bi	Il Name			
Customer	Se	Bill Name			
Svc Address	Ві	II Address _			
Floor		r/Room _			
City/State		ity/State _			
Zip	Zi	ip _		-	
	ם	illing Contact			
Customer Contact		ontact Tel #			
Contact Tel #					
			Tax Exemp	t: <u>No</u>	
		Bu	ild Required	i: <u>No</u>	
Switched	Local Se	ervices		Month	nly Total
		Monthly Unit	Qty		19.50
Switched Local Services		\$ 19.50	1	\$	19.50
Business Line/Message*			ļ	_	
			ļ		
			ļ		
*Message rate billed @ \$.07 per call		 	 	\$	19.50
te a this Cub. I of all 5 William			<u> </u>	\$	19.50
Monthly Total/Switched/Facility/Internet				\$	30.00
Non Recurring Charges					
		T. T.	rm	7	
Schedule			Month	_	
Switched Local Service	es				
Additional Schedules	Attach		rm		
National Services	X	12	Month	\dashv	
Mational Co. Mariano					
Facility Services		1			
Facility Services Internet Services				ce	
Internet Services	•			نات	
Internet Services	cument con	stitutes a service ord	heine : acrees	to	
Facility Services Internet Services Signature by both parties on this do with the master terms and condition the individual terms a	cument con	stitutes a service ord Customer signature the attached sched	ier in accordan below ; agrées ules.	to	

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

Date

Title

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 Deneral. The service is rumished on the condition that it will be used only for authorized and lewful purposes. The service is ordered 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 Nework. 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 Stale 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 tederal, state, and local taxes shall not be due earlier Charges a rayment, rayment or service, installation, and monthly recurring and non-recurring Charges, including applicable lederal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company Limitation of Liability. The Company will not be liable for any moment, including, special, consequenced, exemplary, or pulmine 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 recinies, or me acts or uninstance or negrigence or me company a employees or agents. The company sharmed be near or any delay or remarks or requirement due to causes not reasonably withinks control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, equipment due to causes not reasonably withintis control, including but not limited to: acts or dod, tire, thou, expression, or other catastrophies, any taw, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

If a Customer terminales 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 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

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

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and Name tenance, buckeye and the responsible of the manifements of the buckeye Newton and Dervice Equipment and allowing the fight to draige 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

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 company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other service order an address to which the Customer shall mail or deliver all notices and other service order an address to which the Customer shall mail or deliver all notices and other service order an address to which the Customer shall mail or deliver all notices and other service order an address to which the Customer shall mail or deliver all notices and other service order an address to which the Customer shall mail or deliver all notices and other service order an address to which the Customer shall mail or deliver all notices and other service order an address to which the Customer shall mail or deliver all notices and other service order and other service communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. communications, except that the company may designate a separate address on each oill for service to writch 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

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 ioss, 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 autoneys less to (A) any loss, destruction, or damage to property or the indemnified many or any unito party, or the death or or injury to persons, 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, existing the loss, destruction, damage, dealt, or injury was caused by or resulted from the negligent or interproperties of or one indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be MINOS SIGNOBED INITIALIZATION IN ACCORDANCE WITH POSSIBLE exceptions Stated on Page 1 (2) he information contained herein is contidential and proprietary and should not be stated on the party initialization of the party initia

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 Force majeure: Neitner pany snall be liable to the other for any toss or bamage which may be surfered by the other pany, 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, droughl, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public or shortage or power supplies, about, brought, signaling or hie, surke, rock-out, hade dispute or labor distribution, the act or ornission or government, righway 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

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

Insolvency: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not 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 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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the protection of the workers, and the protection of the workers are containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the protection of the workers are present the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the protection of the workers. Buckeye may 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 fallure 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 littles solitable secure accommissioning and provision of Service. The Customer shall assure that Set vice Equipment, and an necessary encourses power supplies and outer materials and interest 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 Standard of Service; Buckeye reserves the fight to modify, change, add to or replace the buckeye network of the Service; Buckeye reserves the fight of 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 defract 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 defract from replacement in the contract of the Buckeye Network physical interface or protocol used by the Customer in using Services.



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

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

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

Calling Cards		. 100 111	PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	\$0.179	\$0.328	\$0.365
Continental US		\$0.423	\$0.625	\$0.487	\$0.524
AK & HI		\$0.625		\$0.362	\$0.399
Canada		\$1.170	\$0.412	\$0.377	\$0.414
PR & USVI		\$0.575	\$0.679		

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

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement	
manufactions Master Service Agreement	Renewal 🗸
Telecommunications	. [-
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Switched Local S	ervices		\$ 21.95			
Essential						
						263.40
					\$	
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-	Additional Schedules	Attaci		o Month		
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1	Facility Services	X	36 1	vionth		
	Internet Services	X				
•	Signature by both parties on this doc with the master terms and conditions the individual terms an	cument con attached ad pricing i	nstitutes a service ord Customer signature In the attached schedi	er in accorda below/agree ules	ance es to	
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	Date The information contained herein is	. confident	ial and proprietary an	d should not	be disclose	ed.
	The information contained herein is	CONTIDEN	ini ane to t			

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). Tember 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 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 Degrito is intercept upon the service insulation (company). The Company expenses to provide service to the Customer by the Company. Whatsos ver 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 rumished 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 Selected and the service is contained on the control of Company to authorized and lawing purposes. The service is phened subject to the availability of facilities and may be limited from time to time to reasons beyond the control of Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governiting 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 teriffs of BTS

Non-Diesclosure: 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

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 taclifities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any detay or raiture 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, 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, ecrequest 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 edupartment or egency, commission, bureau, corporation, or other instrumentality of any one or more of these tederal, state or local governments, or of any military authority; preemption of existence in compliance with national emergencies: insurrections: riots; wars: unevailability of rights-ol-way. of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-ol-way.

Termination renames. Candengation of Service by the customer.

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

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

(C) The profile portion of a Relation incentive oner 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 DEVERSIONITY; In the event that one of more of the provisions neven shall be any reason be filed to be niegal or brieflocasore, this Agreement is named from the parties' original intent 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 AGRE EMENT, 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 PURPOSEL ARE HEREBY EYCLLIDED. COMPANY and CHARGE CONTROL OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSEL ARE HEREBY EYCLLIDED. AGRE EMENT, 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 FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and customer each represents 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.

Maint-enance: 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 Maintenance: buckeye shall be responsible to the instituenance of the buckeye retirement and Service Equipment and breat damage or interruptions caused by the Customer or Customer's expensive 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 NOTE: The customer may choose to have notices and only 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 address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other service shall be mailed or delivered electronically. The company shall designate on the Service Under an address to which the Customer shall mail or hand deliver payment on that bill, communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. CONTRIBUTIONS, except that the company may designate a separate address on each bill service to which the customer shall make or nano 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. Arranagements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other confinuntications required to be given pursuant to the tarm whit 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 indemnity, and defend the other party from all claims, actions, damages, liabilities, costs, and CHARMS: With respect to any service or racing provided by the Company, each pany shall indemnify, and defend the other pany from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attempts' fees for (A) any loss, destruction, or damage to properly of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses, including reasonable attempts' fees for (A) any loss, destruction, or damage to properly intentional act or omission of the Indemnifying Party, its employees, agents, extend the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intellectual property right of any third party, are included. extern the loss, destruction, damage, deam, or injury was caused by or resulted from the negligent or intentional act or omission or the indemnitying Party, its employees, agents, representatives, or invitees; and (B) infiningement 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 teriff rates and charges within SPECIAL Provisions: (1) Buckeye releasystems responsibility, other main specified melent, is to provide voice, data and video services to customer per its term rates and charges with MTS-S 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 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 Force majoure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, offer any railure 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, indement 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 or smortage of power supplies, flood, drought, lightning or rire, 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

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

Inscrivency: 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 INSCIVENCY: If either party tails to perform any institute objection within this Agreement of violates any material return or compliant of this Agreement upon written notice to the defaulting 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

Hazardous Substances: Customer certifies that it is not sware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local Hazardous Substances: Customer certifies that it is not eware 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 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 under this Agreement until the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the premoval or ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Performance obligations under this Agreement shall be extended for the or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement without further liability. If 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. party. 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 teriff 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 PARISHORS and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, racities, 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 Service Equipment, and all necessary electrical power supplies and other installations and tituings and for the commissioning and provision of Service. The Customer shall assure 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 suich modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable enceavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using



Schedule 2: National Switched Notice Services Month to Month Agreement ______, quitial)

Time 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 Inbound 1+ Inbound 8xx Canada 8XX	\$0.029 \$0.035 \$0.13	\$0.029 \$0.035 \$0.13	Off Shore Outbound +1	n Dico	\$0.11 \$0.51
Canada 8XX International	Canada	00 OF		Fiawaii	

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

No. o wit	\$0.00
Monthly Commitment	\$0.00
Non Recurring Charges	2012

Customer Svc Address	
Floor	
City/State	
Zip	



Schedule 3: Facility Services

			City/State Zip
		Address	
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DEFINITE LEVEL

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

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

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

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



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	*Message rate b	illed at \$.07 per call				\$	351.00	20100
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The information contained herein is confidential and proprietary and should not be disclosed.

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term term of Agreerneen: Customer agrees to a minimum term tengin and service type as indicated in the attached schedules, which are provided by Buckeye i elesystem (B.15). I begins immedia tely 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 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 kindled 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 white non-time to time to reasons beyond the control of company, Company has the right to limit the manner in writch any portion of its tell 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 fariffs 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 & Payament: 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 charg es monthly to the Customer in advance of the month which service is provided. Limitation of Lability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Limitation of Laburity. The Company will not be liable for any indirect, incloental, special, consequential, exemplary, or pullilize damages to the Costonier 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 racilities, or the acis or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or falling performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, lire, flood, explosion, or other catastrophes; any law, order, penormance or equipment due to causes not reasonably within its control, including but not limited to: acts or doo, life, tiood, 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, 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 tederal, state or local governments, or of any company, or or any department or agency, commission, oureau, corporation, or other instrumentality or any one or more or more or more unifies recersal, state or military authorit y; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

- Termination F € Hautes. Centreliation of Service by the Customer.

 If a Customer t € minates 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 terminates services at the above service address detore the completion of the initial term of any subsequent renewal terms for any reason whatsoever other service interruption (as defined within the applicable tarill), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay.
- A) All Non-Hect urring unarges reasonably expended by company to establish service to customer, plus

 (B) Any discon medition, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (D) The full ara ount 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

Deverability: I from eventional one or more or the provisions nerein shall for any reason be need to be inlegal or unenforceable, this Agreement shall be revised in an ake 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 SET WISES OF THE SERVICES OR ANY PART THEREOF FOR A PARTICLE ARE PROPOSED ARE HEREBY EXPLIENCES OF THE SERVICES OR ANY PART THEREOF FOR A PARTICLE ARE PROPOSED ARE HEREBY EXPLIENCES. AGHERMENT, ALL CUNDITIONS AND WARHANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that If has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with

the learns 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 Main tenance: Buckeye snall 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 Edentify 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 Coustomer 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 Caustomer may choose to have notices and this 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 acutes to warried the company small deliver all notices and other communications, except that the customer may also designate a separate address to which the company's bills for separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to which the customer shall mail or deliver all notices and other separate address to the customer shall mail or deliver all notices and other separate address to the customer shall mail or deliver all notices and other separate address to the customer shall mail or deliver all notices and other separate address to the customer shall mail or deliver all n Service shall be maked a delivered electronically. The company shall designate on the Service order an address to which the Customer shall mail or hand deliver payment on that bill, communicall one, 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 lunds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in the company shall be created to be provided to the other control of the company shall be created to be only the company shall be created to be provided to the other control of the control of Arrangements also can be made for credit carb or electronic transfer of tunos to pay bits. An notices of other communications required to be given pursuant to the latt 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 indemnity, and delend the other pany from all claims, actions, damages, liabilities, costs, Course. VILLE respect to any service or racing provided by the company, each party shall indefiniting, and detentine other party from an craims, actions, damages, including reasonable altomacys less for (A) any loss, destruction, or damage to property of the indemnified Party or any third party, or the death of or injury to persons, and the expectation of the property of the property of the indemnified Party or any third party, or the death of or injury to persons, and the property of the loss destruction of the property and expensess, including reasonable altorneys lees for (A) any loss, destruction, or damage to property of the indemnitied Hany or any finite pany, or the death of or injury to plot 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 employee to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or unission of the indemnitying many, its employees, agents, representatives, or invites; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to

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 Special Provisions: (1) buckeys relessystems responsibility, other man specified nerell, is to provide voice, data and video services to customer per its tanti 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 WILLIE TO IT SHE WILLIAM SHE W

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 lirst party's reasonable control including without limitation any act of God, inclement wealther laiture or s'hortage of power supplies, thou, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, Habitire of schorlage of power supplies, flood, drought, lightfung or line, strike, lock-out, trace dispute or labor distinuarice, the act or omission or Government, nightway authorities, public tele-communications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the

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 detault 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 INSURENCE. It eather party tails to perform any material obligation within this Agreement of violates any material term of corrollation of this Agreement, and such failure of violates any material term of corrollation of this Agreement upon written notice to the cuted within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardo us 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 PAZAFOOLIS SUBSIANCES: Customer centiles that it is not aware of the presence of any aspessos of other nazafoolis 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 nazaroous 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 ground for containment has been completed and approved by the appropriate governmental graphs and Buckeye. ine premise to ensure that exposure does not exceed the lowest exposure limit for the pistection of the workers, ouckeye may suspend pendimence 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 removal or containment has been completed and approved by the appropriate governmental agency and buckeye. Penormance 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 ion the delay caused by salo clean up or removal. Customer's failure to remove or contain the flazardous substance small enuite buckeye to liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approvat: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment ancilor 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 ractifies and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, labilities, 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 nousing of Service Equipment, and an necessary electrical power supplies and other installations and mittigs and for the commissioning and provision of Service. 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 Standard of Service: Buckeye reserves the right to modify, change, add to or replace the buckeye Network of the Service Equipment or any apparatus comprised inferient. 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 flowers. in using Services.



Schedule 2: National Switched Voice Services

36 Month Agreement ____ (initial)

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

Domestic Intrastate \$0.029 \$1.000 Inbound 8xx \$0.035 \$2.035 \$3.000	terstate Off Shore 50.029 Outbound +1 \$0.035 \$0.13 \$0.05	E to the Direction	
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International					
Calling Cards From: / To: Cor Continental US AK & HI Canada	\$0.123 \$0.490 \$0.294 \$0.211	AK& HI \$0.423 \$0.625 \$1.170 \$0.575	PR & USVI \$0.179 \$0.625 \$0.412 \$0.679	Guam \$0.328 \$0.487 \$0.362 \$0.377	N Mariana IS. \$0.365 \$0.524 \$0.399 \$0.414
PR & USVI	30.211				

	\$0.00
Monthly Commitment	\$0.00
Non Recurring Charges	

Customer	
Svc Address	
Floor City/State	
Zip	



Essential Business Lines* Essential Business Lines* Monthly Total/Switched \$ 21.95		Telecommunications				Mov	e/Transfer
Customer Svc Address Floor City/State Zip Customer Contact Contact Tel # Customer may disconnect up to 5 lines with no termination penalty. Switched Local Services Essential Business Lines* Suitched Local Services Sesential Business Lines* Schedule Switched Local Services Additional Schedules Attach Non Reoccurring Charges Schedule Switched Local Services Additional Schedules Attach National Services Additional Schedules Facility Services Internet Services Internet Services Signature by both parties on this document constitutes a service order in Accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedules.	nerated on this date and is va	lid for 30 days					
Suc Address Sec Bill Name					: fett		
Floor City/State Zip Customer Contact Zip Signature by both parties on this document constitutes a service order in Accordance with the master terms and conditions attached. Customer signature briow, agrees to the individual terms and pricing in the attached schedules.				Name			
Find City/State Zip Customer Contact Contact Tel # *Customer may disconnect up to 5 lines with no termination penalty. Switched Local Services Essential Business Lines* Monthly Total/Switched Non Reoccurring Charges Schedule Switched Local Services Schedule Switched Local Services Schedule Switched Local Services Schedule Switched Local Services Additional Schedules Attach National Services Internet Services Internet Services Signature by both parties on this document constitutes a service order in Accordance with the master terms and conditions attached. Customer signature below, agrees to the individual terms and pricing in the attached schedulesy							
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	ı	Signature by both parties on this do	ocument co ons attached and pricing i	nstitutes a service of Customer signature In the attached sched	der in áccordi below, agree luies/	ence es to	
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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 Form of Agreement: Lustomer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). The 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 begins to the Customer server to provide and service type as indicated in the attached Schedules, which are provided to the customer by the Customer by the Customer to a contract the customer by Degins immediately upon the service insidiation (ulling) date. If Customer tollowing the completion of the initial term transitions to a Month-To-Mi 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 officed subject to the availability of facilities and may be General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to lime for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its relecommunications network ("Network") is used to project the jeconical 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 rariffs 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 Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable rederal, state, and local taxes shall not be due earlier than 19 days from this edites on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company 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 of 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 of omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or agents. The Company shall not be liable for any delay or failure of performance or agents. The Company shall not be liable for any delay or failure of performance or agents. The Company shall not be liable for any delay or failure of performance or agents. service, equipment, or radiates, or the acts or omissions or negligence or the company's employees or agents. The company small not be liable for any beliaty or radiates 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, equipment due 10 causes not reasonably within its control, including out not limited to: acts of God, life, lifety, 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 equest of the United States government or of any other government, including state and local governments. or request of the United States government or or any other government, including state and local governments naving or claiming 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 agency, continuation, poreau, surprinciple, or once insurantinally or any one or more or make recording the service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

Termination Permanes, Cententation of Service by the Customer.

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

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

(U) The profate portion of a retention incentive other provided by Company to Customer, plus

(D) The full am Cunt 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 Severability: IT1 the event that one or more of the provisions herein shall for any reason be new to be negal or unemorceable, this Agreement shall be revised in consistent with the parties' original intent 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, 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 PARTTHEREOF 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 Maintenance: Huckeya snall be responsible for the mainlenance of the Buckeye retwork and Dervice Equipment and Shall have the right to charge the Customer for Riscosts 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 inwriting and any amendment must be agreed to and signed by both Company and Customer.

Notice: The Customer may choose to have notices and tills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address NODICE: THE CUSTOMER may choose to have honces and only delivered via U.5 mail, in person, or excurringly. The customer shall designate an ine service Order an appropriate address to which the Company's bills for service shall 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 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 company shall deliver all notices and other communications. to which the Company shall deliver all notices and differentiations, except that the Lustomer may also designate a separate address to which the Customer shall mail or deliver all notices and other communications, the 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, and the company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, and the company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications. 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, executed 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 after 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 after 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 after 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 after 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 after 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 after the customer shall mail or deliver payment on that bill be in writing. 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 can't 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 required to be given pursuant to the tariff will be in writing. Notices and other communications required to the other party on the third business risk following densiting the police. Tor credit card or electronic transfer of tunos to pay bills. All nouces or other communications required to the given pursuant to the tariff will be in writing. Notices and other communications of either party on the third business day following deposit of the notice, communication, of either party, and all bills maited 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: With respect to any service or facility provided by the Company, each party shall indemnity, and detend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' lies for (A) any loss, destruction, or damage to property of the Indemnitied Party or any third party, or the death of principly to persons, to the expenses, including reasonable attorneys' lies for (A) any loss, destruction, or damage in property of the Indemnitiation Party, its productor costs and extend the loss destruction damage death or injury was caused by or resulted from the performance of the Indemnitiation Party. expenses, including reasonable attorneys rees for (A) any loss, destruction, or damage to property of the indemnity or any trato party, for the death of or injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, agents, and the loss of the indemnitying Party, its employees, agents, and in the indemnity party of the indemnity party in the indemnity of the indemnity party is expensed. 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) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, ansing from and to the extent caused by the aid or omission of the Indemnitying 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 charges within NTES standard intended in tended of installation in eccurious with possible expensions stated on Dage 1 (2) The information contained herein is confidential and provision and should not be Decial Provisions: (1) buckeys i elepystem's responsibility, other than specialed nerein, is to provide voice, data and video services to customer per its tantrates and charges will 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 lend mass. The party requires chall imperiately computingly with the other party the page 1 (2) the page 1 (2) the information contained herein is confidential and proprietary and should not be caused by time a ct or omission of the Indemnifying party MISO stancard mierval or installation in accordance with possible exceptions stated on Mage 1 (2) the information contained nerein is continental and proprietary and should not be information. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, liming and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the other 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 other 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 other 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 other 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 other 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 other 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. Force Majesure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any tailure to perform its obligations under the Agreement to the external 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 the external 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 the external 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 the external 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 the external 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 the external 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 short and the first party of the external that such damage or failure is due to any cause beyond the first party of the external that such damage or failure is due to any cause beyond the first party of the external that such damage or failure is due to any cause beyond the first party of the external that such damage or failure is due to any cause of the external that such damage or failure is due to any cause of the external that such damage or failure is due to any cause of the external that such damage or failure is due to any cause of the external that such damage or failure is due to any cause of the external that such damage or failure is due to any cause of the external that such damage or failur to the extern that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act or God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or firs, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications of power supplies, flood, drought, lightning or first, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications. or power supplies, 11000, drought, lightning or life, strike, lock-out, trade dispute or labor disturbance, trie act or ornission or Government, riighway authorities, public relecommunications of power supplies, 11000, drought, lightning or life, strike, lock-out, trade dispute or labor disturbance, trie act or ornission or Government, riighway authorities, public feet equipment or any particles of the Service Equipment or any particles or any p

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 upon the 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 upon the 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 upon the 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 upon the 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 upon the 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 upon the 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 are party fails to perform any material obligation within the other party shaded and the party failure or violation are party failure or violation and the party failure or violation are party failure or violation and the party failure or violation are party failure or violation and the party failure or violation are party failure or violation and the party failure or violation are party failure or violation and the party failure or violation are party failure or violation and violation are par Detault. If eacher party talls to perform any malerial congenion, which talls Agreement or violates any material term or continuon or this Agreement upon written notice to the detaulting party, 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 detaulting 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 greatly allowed by the final to terminate this Agreement upposition of this Agreement, and such failure or violation is not greatly allowed by the final to the final terminate this Agreement upposition of this Agreement, and such failure or violation is not greatly the first through the first party than the other party th Insolvency: If either party rails to perform any material outligation within this Agreement or violation is not continuous of this Agreement, and such failure or violation is not controlled to the default of the defa

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous substances: Customer certiles that it is not aware of the presence of any assessing of other mazardous substances; Customer certiles that it is not aware of the presence of any assessing of other mazardous substances; Customer certiles that it is not aware of the presence of any assessing of other hazardous substances. If during such performance Buckeye employees or agents assessing the presence of th hazardou's 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 asbestos or other hazardous substance and to test the premise encounter that exposure door not expense that exposure the exposure that exposure the exposure that exposure the exposure that exposure that exposure the exposure that exposure the exposure that encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the assessits or other nazardous substance and to test the processor 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 one sure 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 one sure 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 one sure 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 one sure 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 one sure 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 one sure that exposure does not exceed the lowest exposure limit for the protection of the workers. 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 Buckeys. Performance obligations under this Agreement shall be extended for the delay scaused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeys to terminate this Agreement without further liability. If Caused by Said Clean up or removal. Customer's faithe to remove or contain the hazaroous substance shall entire buckeye to tell 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

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing Service Equipment, and all necessary electrical power supplies and other installations and filtings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the conditioning Service Equipment, and all necessary electrical power supplies and other installations and nittings and for the commissioning and provision of Service. The customer shall assure the 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 Standard of Service: Buckeye reserves the right to modify, change, and to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using



Schedule 2: National Switched Voice Services

36 Month Agreement

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

<u>Domestic</u> Outbound 1+ Inbound 8xx	\$0.040	\$0.040	Off Shore Outbound +1	
International	Canada	\$0.05		

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

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

Customer	
Svc Address	
Floor	
City/State	
Zip	



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w	in the master terms and condition	and pricing in	the attached schedur	e\$.	
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				I	Date
	he information contained herein				

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 Term of Agreement. Customer agrees to a minimum term length and service type as indicated in the diluteral schedules, which are provided by buckeye i elebystem (BTS).

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 Degits in thredicity upon the service installation (Dilling) date. It Customer following the completion of the initial term transitions to a month-10-M whatsoev er 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 tawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governiang 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-Dis closure: 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 Charges & Payment: Payment for service, installation, and morting recurring and Non-Recurring Charges, including applicable receipt, state, and local taxes shall not be due earlier and 9 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 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

Limitali on 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 Limital on or 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 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 are uniformly company to the classification of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure or or equipment out to causes not reasonably within its control, including out not limited to, acts or God, life, indud, explosion, 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 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 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.

Fermination Penalties, Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service. If a Customer terminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever 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.

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

Severa bility: 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 Severations, in the event that the or more or the provisions nergin shall be any reason be not to energy or unanioceasie, this Agreement as a revised is consistent with the parties' original intent. 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 Warranty: Buckeye warranis that services shall be performed in a limety 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, 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 nas that regar power, nigrat, and addroing to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate Notice: The customer may choose to have houses and bills delivered via U.S. Mail, in person, or electromically. The customer may also designate on the service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Customer may also designate as the Customer may also designate on the Service Customer may also designate as the Customer m audiess to which the Company shall deliver all notices and other communications, except that the customer may also designate a separate address to which the Customer shall mail or deliver all notices and other service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other service shall be mailed or delivered electronically. The company shall designate unline deliving controlled to which the Customer shall mail or hand deliver payment on that bill communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. communications, except that the company may designate a separate address on each bin to service to which the communications required to be given pursuant to the tariff will be in writing.

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. Arrangements also can be made for credit care or electronic transfer or funds to pay bills. All houses or other communications required to the other party on the third business day following. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following.

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and Claims: vivin respect to any service or racinity 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 properly 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 properly of the Indemnified Party or any third party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intellectual property right of any third party arising from and to the content of any conviction patent trade secret or any proprietary or intellectual property right of any third party arising from and to the content. extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intellectual property right of any third 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 extend by the get or registrion of the Indomntified 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 DESCRIPTIONS (1) DUCKEYE LERBYSTER S LESPOTISIUMITY, OUTER UTABLE SPECIAL TREETING TO PROVIDE VOICE, ORIZ AND VIDEO SELVICES TO CUSTOMER PER ITS TABLE THE AND CHARGES WITH MISS STANDARD INTERIOR OF INSTALLATION OF INSTALLA without standard interval of installation in accordance with possible exceptions stated on rage | (2) the information contained herein is continuously 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 rustice majeure, weinner party shall be liable to the other for any ross of damage which may be sometime party, or for any ratione to personant so onigations ander 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 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 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 or shortage of power supplies, 1000, grought, lighthing or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission or Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or fol, difficulty, delay or failure in manufacture, production or supply by third parties of the Service

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 Detault: If either party tails to perform any malenal obligation within this Agreement of violates any malenal term of condition or this Agreement, and such failure of violation is not cure 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.

In solvency: 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 In solvency: If either party tails to periorn any material congenion within units Agreement or violates any material continuous or units agreement upon written notice to the defaulting current 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 reazardous substances: Cusiomer cerulies that it is not aware of the presence of any aspestos of other mazardous substances; cusiomer cerulies that it is not aware of the presence of any aspestos of other mazardous substances; cusiomer cerulies that it is not aware of the presence of any aspestos under this Agreement. If during such performance Buckeye employees or agents hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye amployees or agents n azaroous waste or environmental law or regulation) at any site where duckeye is to perform services under this Agreement. It during such performance buckeye employees or at 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 errounier any such substance, customer agrees to take all necessary steps, at its own expense, to remove or contain the aspestos or other nazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the premise to ensure that exposure ones 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 removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement will 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 The delay caused by sale clean up or removal. Customer's railing to remove or contain the nazardous substance shall entire buckeye to 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 racilities and Equipment, the Customer shall provide at all virties suitable secure accommodation, assistance, racilities, and environmental continuous for the commissioning and provision of Service. The Customer shall assure 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 of Service Equipment; and all necessary electrical power supplies and other installations and murings 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 Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material atteration to the Buckeye Network physical interface or protocol used by the Customer in using



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.

International Canada \$0.05	Domestic Outbound 1+ Inbound 8xx Canada 8XX	\$0.029 \$0.035 \$0.13	\$0.029 \$0.035 \$0.13 \$0.05	Off Shore Outbound +1		
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International					
<u>AR di Fin</u> Canada	\$0.123 \$0.490 \$0.294 \$0.211	AK& HI \$0.423 \$0.625 \$1.170 \$0.575	PR & USVI \$0.179 \$0.625 \$0.412 \$0.679	Guam_ \$0.328 \$0.487 \$0.362 \$0.377	N Mariana IS. \$0.365 \$0.524 \$0.399 \$0.414
PR & USVI	\$U.Z11				•

	\$0.00
Monthly Commitment	\$0.00
Non Recurring Charges	

Customer	
Svc Address	
Floor	·
City/State	
Zip	



Schedule 3: Facility Services

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

					Total 36
		Price 36	Qty	NRC	 \$67.25
From/To	Service	\$67.25	. 1	Waived	
	1Mbps/5Mbps EDIA Internet Transport	\$67.23			
1-2	TMIDDSTOTTO				
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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 huilding and the building and the physical network. for the construction of the building entrance for the fiber cable.

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. of Ohio.



	Telecommunications Ma				Move/Transfer
s generated on this date and is v	and for 30 days				
s generated on this date and is v					
		Bi	Name _		
Customer			c Bill Name		
Svc Address		ll Address			
Tions		Fi	r/Room		
City/State		Ci	ty/State		
Zip		Zi	р.		
		P	illing Contact		
Customer Contact	·	- 0	ontact Tel #		
Contact Tel#		-			
Jonata .				Tax Exempt?	No No
			· Bu	ild Required?	140
			Monthly Unit	Qty	Monthly Total
1000	doos				\$ 195.00
Switched Local Ser	Vices		\$ 19.50 \$ 6.75		\$ 67.50
Business Lines			\$ 6.75	<u>'</u>	
Flat Rate Usage					
					900 50
					\$ 262.50
Monthly Total/Switch	hed				\$ 262.50
Monthly Total/Swi	tched				Waived
Non Reoccurring C	harges		\		
			Т	erm	
	Schedule			Month	
 -	Switched Local Services		 	erm	
 	Additional Schedules	Attach	·	Month	
 	National Services	X		TWO THE T	
· -	Facility Services				
·	Internet Services				<u>-</u>
<u>-</u>	Signature by both parties on this docu with the master terms and conditions the individual terms and	ument constitut attached. Cus	es a service order tomer signature be attached scheduler	in eccordance low agrees to 5.	
	the individual terms and	1 buong in ale			
					<u></u>
	Title			. Di	ate
				Di	

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 iumished on the condition that it will be used only for authorized and tawful purposes. The service is offered subject to the availability of facilities and may be General; The Service is infinished on the container that it will be used only for admontzed and lawful purposes. The service is infinished to the availability of facilities and may be limited from time to fine 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 rechnical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), 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 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 recurses, or the east or consistent regrigence or the company's employees or agents. The company of the control including but not limited to: acts of God, fire, flood, explosion, 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 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 agency, 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-Re curring 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 armount 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 line 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: Bu ckeye 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, ALE CONTINUES AND WARTANTEE, OF THESE 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 iclentify 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, DE Hidlieu of Lieuvereu elevironicelly. The company and casignate of the Corona to the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may resigned a separate accessor of each on its communications required to be given pursuant to the tariff will be in writing. Notices and other communications for credit carct 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. of either party, and all bills malled 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: Will'n 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' fees for (A) any loss, destruction, or damage to properly of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the los s, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

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

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

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any aspessos 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 nazardous waste or environmental law or regulation) at any site where buckeye is to periorim services under this Agreement. In during such periorimance 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 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 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 asbestos or other hazardous substance and to test the premise encounter any such substance. to ensure that exposure does not exceed the lowest exposure that for the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay 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 Lenninates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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

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

Domestic Outbound 1+ Inbound 8xx Canada 8XX International	\$0.029 \$0.035 \$0.130	\$0.029 \$0.035 \$0.130 \$0.05	Off Shore Outbound +1	E de Dico	\$0.11
International					

memass					
Calling Cards		1400 111	PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	\$0.179	\$0.328	\$0.365
Confinental US	\$0.123	\$0.423	\$0.625	\$0.487	\$0.524
AK & HI		\$0.625	\$0.412	\$0.362	\$0.399
Canada		\$1.170 \$0.575	\$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	1		

	\$0.00
Monthly Commitment	\$0.00
Non Reoccurring Charges	

	V'
Customer	
Svc Address	
Floor	
City/State	
Zip	



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vas generated on this date and is vali	d for 30 days					
ias generated on the						
	•		Name _			
Customer	·	Se	c Bill Name			
37071001			Address r/Room			
Floor			ty/State _	·		
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			,			
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Customer Contact	<u> </u>	С				
Contact Tel#			-	Tax Exempt	? <u>No</u>	
*			Bui	ld Required	? <u>No</u>	
					i Mon	thly Total
			Monthly Unit	Qty		25.95
Switched Local Se	ervices		\$ 25.95		\$ 5	19.50
Frantial Line			\$ 19.50	11		
Business Line/Mes	sage Rate*			 		
	led at \$0.07 per call					
*Message Rate bil	led at 30.07 ps.			+		
Boy Inter	net Service 5.0 \$36,99 per m	onth)				
NOTE: BEX III.					\$	45.45
Monthly Total/Sv	vitched					Waived
Non Reoccurring	Charges					
NON RECESTIVE			Т	erm	1	
Γ	Schedule			Month		
-	Switched Local Service	es				
†	Additional Schedules	Attac	11	erm Month		
<u> </u>	National Services	X	12	IVIONUI		
-	Facility Services					
}	Internet Services					
	Signature by both parties on this do with the master terms and condition the individual terms a	ocument co ons attached and pricing	onstitutes a service d. Customer signatu in the attached sch	order in accord tre below, agree edules	ance	
				سسائر ماديي		
-	ed Customer Representative	- '		_		
Authorize	in Customer 1209.				Title	
	Title					
	Date he information contained herein is con				Date	

Term of Agreemeral: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term Ferm of Agreemeral: Customer agrees to a minimum term length and service type as indicated in the attracted screenes, which are provided by duckeye relessesten (BTS).

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 Degins infrieducely upon the service installation (billing) date. It Customer tollowing the completion of the initial term transitions to a Month-To-Mi whatsoever the Cu stomer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and tawful purposes. The service is offered subject to the availability of facilities and may be General: The Service is turnished on the condition that it will be used only for authorized and fawful purposes. The service is offered subject to the availability of facilities and may be limited from time to lime for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technoical 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 & Payrnent: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than Charges & Payrinetic Playment for service, installation, and monthly recurring and into horizontal payrinetic receipts, all the property of the bill. If the bill is not paid by the due date (usually within 30 days of receipts), it then becomes past due. The Company shall present bills for Recurring charges the contraction of the month which engine is provided.

Limitation of Lia collisty. 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 monthly to the Customer in advance of the month which service is provided. Limitation of Liaxphility. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or puritive damages to the Lustomer 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 detay 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 detay 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 detay or failure of performance or the company of the acts or omissions or negligence of the Company's employees or agents. service, equipment, or racinities, or the acts or omissions or negligence or the Lompany's employees or agents. The Lompany shall not be haute for any detay or failure of performance of 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, 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 order 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, commiss ino, bureau, corporation, or other instrumentally of any one or more of these tederal, 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.

I emination Perhatites: Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service if a customer terminates service and following the customer cases in accordance to the customer cases in accordance to the customer cases. 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 whatsoes interruption (as d. efined 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

(U) The prorate portion of a Recention incentive Oner 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 nerein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent Deverability. III The Event diatone of more of the provisions neterin shall for any reason be field to be inegation unannotesable, and Agreement shall be revised is consistent with the parties' original intent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buck ≥ye 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 WATTAINY: BUILD BY WAITAINS IN SERVICES SHALL DEPOTE SHALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, FALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF TIME 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 waintenance: Duckeye shall be responsible for the maintenance of the buckeye relievors and before Equipment and shall have the right to charge the Customer for fus costs and equipment of furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's expresses to de-nifty 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 bits derivered via U.5 Mail, in person, or electronically. The Customer 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 which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver adversed on that kill Appearance and other communications, except that the Customer shall mail or denoted that kill Appearance and other communications, except that the Customer shall mail or denoted that kill Appearance and other communications, except that the Customer shall mail or deliver adversed on that kill Appearance and other communications, except that the Customer shall mail or deliver adversed on the communications. De maileu of the Inverse electronically. The Lompany shall designate on the Service Order an address to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made to 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 to 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 to company 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 to company the company that the customer shall mail or hand deliver payment on that bill. Arrangements also can be made to company the company that the customer shall mail or hand deliver payment on that bill. Arrangements also can be made to company that the customer shall mail or hand deliver payment on that bill. Arrangements also can be made to company that the customer shall be company to the company that the customer shall be company to the company that the customer shall be company to the customer sh except that the Company may designate a separate address on each bit for service to which the customer shart mall or nano deliver payment on that bit. 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 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. Tor credit card Or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tarm will be in whiting. Notices and other communications required to be given pursuant to the tarm will be in whiting. Notices and other communications required to be given pursuant to the tarm will be in whiting deposit of the notice, communication, 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, 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 expresses including presentable attenuate the death of principal to property of the Indemnified Damage to Indemnified Craims: 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 Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extend the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, and the Indemnifying Party in the In extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission or the indemnitying marty, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent

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

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement Force majeure: Neither pany shall be liable to the other for any loss or damage which may be suffered by the other party, or for any tailure to periorin 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 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 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 and act of God, inclement weather, failure or shortage that the extent of the extent o 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 Government, highway authorities, public telecommunications 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 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 or production or supplies of the Segrica Southeast or control of the complete telephone or supplies of the Segrica Southeast or control of the complete telephone or supplies of the Segrica Southeast or control of the complete telephone or control of the control of the complete telephone or control of the c or power supplies, flood, drought, lightning or tire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications of the production of supply by the 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 region of a default point from the other party shall be in the right to demand the property of the default point from the other party shall be in the right to demand the party failure region of a default point from the other party shall be in the right to demand the party failure region of the default point from the other party shall be in the right to demand the party failure region of the default point from the other party shall be in the right to demand the party shall be in the right to demand the party shall be in the p Delault. If ellings party rails to periors any material dolligation within this Agreement or violates any material term or condition of this Agreement upon written notice to the defaulting party. 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 over the other 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 INSOINERLY: IT eather pany rails to perform any material bullgarion 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 native

Hazardous Substances: Customer certifies that ill is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local nazardous Sulpstances. Cusiomer centiles that it is not aware or the presence of any aspectos or other nazardous substance (as defined by any applicable state, rederal, local paradous 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 appropriate any site substances. Customer organization of the substances of the substances of the substance of th nezardous waste or environmental law or regulation) at any site where bluckeye is to perform services under this Agreement. It during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to pensure that exposure right of the production of the workers. Buckeye may suspend performance under this Agreement until the consult of the workers. 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 premote or consumer that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement without further liability. If 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 עם שביים עם אינים ביים Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit App roval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above. Faculties and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing the Service Equipment, and all necessary electrical power supplies and other installations and fillings and for the commissioning and provision of Service. The Customer's shall assure that such operating and provision are effected at the Customer's sole cost before Service and Service Equipment are included at the Size and is coordinated with the constraints. 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 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: Buckeys reserves the right to modify, change, add to or replace the Buckeys Network or the Service Equipment or any apparatus comprised therein. Any such Standard of Service: Buckeye reserves the right to modify, change, and 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 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 provided by Buckeye. Services.



Schedule 2: National Switched Voice Services

12 Month Agreement _____ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications

Commission and the Public Utilities Commission of Ohio.

Domestic Intrastate Outbound 1+ \$0.029 Inbound 8xx \$0.035 Canada 8XX \$0.13 International Canada	\$0.035 \$0.13	Off Shore Outbound +1		\$0.11 \$0.51
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International					
Calling Cards From: / To: C Continental US AK & HI Canada PR & USVI	\$0.123 \$0.490 \$0.294	AK& HI \$0.423 \$0.625 \$1.170 \$0.575	PR & USVI \$0.179 \$0.625 \$0.412 \$0.679	\$0.328 \$0.487 \$0.362 \$0.377	N Mariana IS. \$0.365 \$0.524 \$0.399 \$0.414

	\$0.00
Monthly Commitment	\$0.00
Non Recurring Charges	

Customer Svc Address	
SVC Address	
Floor	
City/State	
Zip	



	Telecommunications is					Renewal
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Monthly Total	l/Switched/Facility/Internet					Waived
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	Facility Services	X	12 Mc			
	Internet Services	X	12 1010) 1U I		
	Signature by both parties on this do with the master terms and condition				nce to	
	with the master terms and continuon the individual terms ar	nd pricing in	the attached schedule			
		,		<i>i</i> 	·	
Authori	ized Customer Hepresentative				· 	
	Title		- 	Tit	ile 	
	Date			Da	ite	

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 LETTI OF Agreement. Customer agrees to a minimum term rengin and service type as indicated in the anached schedules, which are provided by Buckeye Telesystem (BTS). 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 begins immediately. Degins immediate upon the service installation (pilling) date. If Customer following the completion of the initial term transitions to a womin-10-N whatsoever the Ci∎ Stomer 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 lurnished 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 Company. Company has the right to prove the technical integrity of the Neurott Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to prove the happing integrity of the Neurott Company. umited from time ic time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its lefe 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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable lederal, state, and local taxes shall not be due earlier Charges & Payment. Payment for service, installation, and morning and inon-necuring undarges, including applicable recertal, state, and local taxes shall not de duting a day 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 charge a monthly to the Customer in advance of the month which service is provided. Limitation of Lia billity. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punilive damages to the Customer as a result of any Limitation of Life Duty. The Company will not be fiable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment, 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, or facilities, or the acts of control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, remarkable to accept the 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, remarkable to accept the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be liable for any delay or failure of the company shall not be company shall not be liable for any delay or failure of the company shall not be company sh performance or a quipment que lo causas not reasonady within its control, including out not limited to: acts of Goo, tire, todo, explosion, or other catastrophes; any taw, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the regulation, offects on, action, or request of the United States government or of any other government, including state and local governments having or claiming junsdiction 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 largy department or agency, commission, oureau, corporation, or other instrumentality or any one or more or mose rederar, state or 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 If a customer terminates services at the above service address perore the completion or the initial term or any subsequent renewal terms for any reason whatsoever other service interrupt ion (as defined within the applicable tarill), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- (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 Resention Incentive Oller provided by Company to Customer, plus

(C) The proface position of a herention incentive Otter provioed by company to customer, pros

(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 litegal or unenforceable, this Agreement shall be revised only to the extent Severability. HE the eventuriatione or more or the provisions nerein shall for any reason be need to be negation unennonceable, this Agreement shall be revised in consistent with the parties' original intent. 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 Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE PITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that the services of the SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) and that this agreement is a valid and binding obligation enforces the agreement with the services of the services FILNESS OF 1 THE SERVICES OF ANY PART IMERICULF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and customer each represents and warrants may be a supported by the second performance of the second performance with the second performance of the second performance with the second performance of the It has run regar power, right, and admonty to execute and periorit rus agreement, and that this agreement is a valid and binding obligation entorceable 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 Maintenance: Duckeye sitali de responsible for the maintenance of the buckeye inetwork and before Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate Notice. The obtainmentary choose to have houses and time derivered via bits main, in person, or electronically. The customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications. address to written the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other service shall be malled or delivered electronically. The company shall designate on the service of order an address to which the Customer shall mail or hand deliver payment on that bit. 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 Arrangements: also can be made for credit card or electronic transfer of tunos to pay bills. All notices or other communications required to be given pursuant to the tanit 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 indemnily, and defend the other party from all claims, actions, damages, liabilities, costs, CHIMES. WHICH respect to any service or facility provided by the Company, each party Shall induminity, and determine party from all chams, additing, damages, nabilities, costs, and expenses, including reasonable attorneys' less for (A) any loss, destruction, or damage to property of the indemnified Party or any third party, or the death of or injury to persons, to the party that have destruction damages and by a regular transfer of the indemnified Party or any third party. The aminuses and expenses, including reasonable attorneys nees for (A) any loss, destruction, or damage to properly of the indemnified Party or any united pany, or the death of or injury to perform the negligent or intentional act or omission of the indemnifying Party, its employees 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 Marty, 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

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 Special Provisions: (1) Buckeye Telesystem's responsibility, other than specialed nareth, is to provide voice, data and video services to customer per as attain rates and dialigns within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is contidential and proprietary and should be disclosured in the source of the page 1 to provide voice, data and video services to customer per as attain rates and disclosure in the source of the page 1 to provide voice, data and video services to customer per as attain rates and disclosure in the page 2 to provide voice, data and video services to customer per as attain rates and disclosure in the page 2 to provide voice, data and video services to customer per as attain rates and disclosure in the page 2 to provide voice, data and video services to customer per as attain rates and disclosure in the page 3 to provide voice, data and video services to customer per as attain rates and disclosure in the page 3 to provide voice, data and video services to customer per as attain rates and disclosure in the page 3 to provide voice, data and video services to customer per as attain rates and disclosure in the page 3 to provide voice, data and video services to customer per as attains and data and data and data are per as attains and data are per where we look interval or installation in accordance with possible exceptions stated on rage (2) the information contained nerein is continental 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, Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without imitation any act of God, inclement weather, and the standard of the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without imitation any act of God, inclement weather, and the standard of the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without imitation any act of God, inclement weather, and the standard of the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without imitation any act of God, inclement weather, and the standard of the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without imitation any act of God, inclement weather, and the standard of the extent that such damage or failure is due to any cause beyond the first party is reasonable control including without including the standard of the extent that such as a Agreement to the extent that such damage or failure is due to any cause beyond the tirst party's reasonable currico including without immittation any act of edu, inclement wearing failure or sho raige of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities. railure or sho nage or power supplies, 1100d, drought, lightning or tire, strike, 100k-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities of the 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

Default: If either party tails 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 tollowing receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the

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 Answersely. If entire party tails to periorial any material obligation within this Agreement of violates any material tails to terminate this Agreement upon written notice to the current 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

HazardoLas 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 HazardoLas Substances: Customer certifies that II is not aware of the presence of any asbestos or other hazardous substance (as defined 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 hazardous substance and to test 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 shall be extended the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Performance obligations under this Agreement shall be extended the proposition of the workers. the premi set 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 the lower enterminate customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If the lower enterminate customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If the lower enterminate customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If the lower enterminate customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. ion the delay caused by said clean up or removal. Costomer's failure to remove or contain the nazarobus substance shall entire buckeye to liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Cradit A pproval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment. a not/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 sultable secure accommodation, assistance, facilities, and environmental conditions for the installation and Facilities and Equipment: The Customer shall provide at all times sultable secure accommodation, assistance, facilities, and environmental conditions for the installation and rousing of Service Equipment; and all necessary electrical power supplies and other installations and filtings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifical force provided by Buckage.

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 Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus compnised 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 protocol use in using Services.



Schedule 3: Facility Services

		Address	City/State
Site	Company		
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From/T o S 1-2 1Mbps/384K Nat	ervice tive LAN Extension	Price 36 \$43.20	Qty 1	Waived	\$43.20
1-2 1Mbps/384K Nat	tive LAN Extension	\$43.20		772.70	
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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 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 (



Bill Address Fir/Room City/State Cit						Мо	ve/Transfer
Switched Local Services	nerated on this date and is valid for 30 days						
Sec Bill Name Sill Address Bill Research Billing Contact Contact Tel # Tax Exempt? No Build Required? Yes		ni	II Nlai	me			
Switched Local Services	Number of the second se	_					
Flority/State	Suc Address			_			
City/State Zip						-	
Switched Local Services		Ci	ty/St	ate	·		
Switched Local Services		Zi	p	_			
Switched Local Services							
Switched Local Services			illing	Contact			
Switched Local Services Monthly Unit Oty Monthly Total	Customer Contact	- 6	onta	ct Tel #			
Switched Local Services Monthly Unit Cty Monthly Total							
Switched Local Services				•	Tax Exempt	? No	
Switched Local Services Satistic Satis				Bu	ild Required	1 185	
Switched Local Services Satistic Satis							
Switched Local Services ISDN PRI Package/Voice/Fial Rate* S 180.00 DS-1 Link (transport for PRI) S 65.00 PRI Caller ID Number & Name S 2.25 DID # Group of 20 Business Line/Message Rate** *Flat Rate included in price. *Message Rate billed at \$0.07 per call Monthly Total/Switched Non Reoccurring Charges Schedule Switched Local Services Additional Schedules National Services Internet Services Internet Services Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees/**, the individual terms and pricing in the attached schedules. Authorized Customer Representative			11	thly Unit	T Otv	Mon	thly Total
Switched Local Services ISDN PRI Package/Noice/Fiat Rate* \$ 180.00 1 \$ 180.00 DS-1 Link (transport for PRI) \$ 65.00 1 Waived PRI Caller ID Number & Name \$ 2.25 1 \$ 2.25 DID # Group of 20 Business Line/Message Rate** "Flat Rate included in price. "Message Rate billed at \$0.07 per call \$ 17.50 Monthly Total/Switched Waived Non Reoccurring Charges Schedule \$ 36 Month Switched Local Services \$ 36 Month Additional Schedules Attach Term Additional Services X 36 Month Facility Services X 36 Month Signature by both parties on this document constitutes a service order in accordance, with the master terms and conditions attached. Customer signature below, agreesting the individual terms and pricing in the attached schedules. Authorized Customer Representative	Li con Congres					\$	
ISDN PRI Package votes in the test of the price of the pr	Switched Local Services						180.00
PRI Caller ID Number & Name DID # Group of 20 Business Line/Message Rate** *Flat Rate included in price. *Message Rate billed at \$0.07 per call *Monthly Total/Switched Non Reoccurring Charges Schedule Switched Local Services Additional Schedules National Services Internet Services Internet Services Signalure by both parties on this document constitutes a service order in accordance, with the master terms and conditions attached. Customer signature below, agrees/rey the individual terms and pricing in the attached schedules. Authorized Cüstomer Representative Title	ISDN PHI Package/Voice/ Int PRI)						
Business Line/Message Rate** *Flat Rate included in price. *Message Rate billed at \$0.07 per call Monthly Total/Switched Non Reoccurring Charges Schedule Switched Local Services Additional Schedules National Services Facility Services Internet Services Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature below, agrees/ve, the individual terms and pricing in the attached schedules. Authorized Customer Representative Title	DS-1 Link (transport is 1 - 17						
Business Line/Message Rate *Flat Rate included in price. **Message Rate billed at \$0.07 per call Schedule Schedule Schedule Schedule Schedules Attach Term Additional Schedules Attach Term National Services X 36 Month Facility Services Internet Services Internet Services Signature by both parties on this document constitutes a service order in accordance, with the master terms and conditions attached. Customer signature below, agrees/re, the individual terms and pricing in the attached schedules. Authorized Customer Representative Title	DID # Group of 20					\$	17.50
*Flat Rate included in price. **Message Rate billed at \$0.07 per call **Monthly Total/Switched Non Reoccurring Charges Schedule	Business Line/Message Hate*						
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Schedule Term	Monthly Total/Switched						AAGIAGO
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Facility Services Internet Services Internet Services Signature by both parties on this document constitutes a service order in accordance, with the master terms and conditions attached. Customer signature below, agrees/	Additional Schedules		+-	36	Month		
Signature by both parties on this document constitutes a service order in accordance, with the master terms and conditions attached. Customer signature below, agreed the individual terms and pricing in the attached schedules. Authorized Customer Representative	National Services	~-	T^{-}				
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Title Date					_		

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term, 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). I 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 tawful 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 offered subject to the availability of facilities and may be limited from time et o 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

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 Livinges & rayment, rayment for service, its language, and monthly recorning and redirected into charges, including applicable rederat, since, and rocal taxes strain not be due. The Company shall present bills for 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 Limitation of Liability, the Company will not be liable for any indirect, increental, special, consequential, exemplary, or purnitive partiages to the Costomer as a result of any consequential, exemplary, or purnitive partiages to the Costomer as a result of any consequential, exemplary, or purnitive partiages to the Costomer as a result of any consequential, exemplary, or purnitive partiages to the Costomer as a result of any consequential, exemplary, or purnitive partiages to the Costomer as a result of any consequential, exemplary, or purnitive partiages to the Costomer as a result of any consequential, exemplary, or purnitive partiages to the Costomer as a result of any consequential, exemplary, or purnitive partiages to the Costomer as a result of any consequential, exemplary, or purnitive partiages to the Costomer as a result of any consequential, exemplary, or purnitive partiages to the Costomer as a result of any consequential, exemplary, or purnitive partiages to the Costomer as a result of any consequential partiages. Company service, equipment, or tacilities, or the acts of omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay of fallic performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, lire, flood, explosion, or other catastrophes; any law, order, pendifinance of equipment due to causes not reasonably within its control, including out not limited to, acts of out, life, tidod, 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, differential, action, or request of the Online 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 authors ty, preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

- Termination Penalties. Concendation of Service by the Customer.

 If a Gustomer 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 terminates services at the above service address before the completion of the mittal term of any subsequent reflects for any teason whatsoever other service internulption (as defined within the applicable tarill), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:
- (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 Deverability: In the event that one or more or the provisions nerein shall for any reason be need to be liefd to be liefded in orientorceasile, this Agreement shall be reversely 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 Warranty. Buckeye warrants that services shall be performed in a timely and professional manner and with reasonable skill and care. Save as exphessly 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 WARHANTIES, EXPRESS OR IMPLIEU, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that If has full legal power, right, and authority to execute and perform this agreement, and that this agreement 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 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 turnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate NOTICE: The Customer may choose to have notices and bills delivered via 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 address to writing the company shall deriver all notices and other communications, except that the customer may also designate a separate accress to which the Customer shall mail or deliver all notices and other service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other Service shall be made on delivered electromically. The company shall designate on the Service of which the Customer shall mail or hand deliver payment on that bill, to 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 farilf will be in Arrangements also can be made for credit card or electronic transfer or turns to pay bits. An indices or other communications required to be given pursuant to the tant will be in writing. Notices and other communications of either party, and all bits mailed by the Company, shall be presumed to have been delivered to the other party on 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' less for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, the death of the extent the less destruction and expenses, including reasonable attorneys' less for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, and expenses, including reasonable attorneys lees for (A) any loss, destruction, or damage to properly of the indemnitied Party or any third party, or the death of or injury to per 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 to the extent the loss, destruction, damage, dearn, or injury was caused by or resulted from the negrigent or interfucinal act or omission or the indemntying many, 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

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 Special Provisions: (1) Buckeye Telesystem's responsibility, other than specialed herein, is to provide voice, usits and video services to customer per its latin 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 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 within MISS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) the information contained nerein is contidential 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, tailure or short-age of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, of such information. tailure or shortage of power supplies, 1000, drought, lightning or life, strike, lock-out, trace 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

Default: If elither 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 DEBUIL IT ENTIRE PARTY INTO EXPORTED THE ANY TRAINING AND SHORT AN

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 Insolvency: It either party tails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violates any material term or condition of this Agreement upon written notice to the condition 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 conditions are conditionally associated as a second condition of the condition of the other party shall have the right to terminate this Agreement upon written notice to the condition of 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 nazarous Substances: Customer centiles that it is not aware of the presence of any aspessos or other nazarous substance (as defined by any applicable state, lederal, 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 hazardous visited and to less that the control of the present 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 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 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 the delay caused by said clean up or removal. 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 tarill referenced above.

Facilities and Equipment The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and ractities and Equipment: The customer shall provide at all times suitable secure accommodation, assistance, ractities, and environmental conditions for the commissioning and provision of Service. The Customer shall 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 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 housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. nousing of Service Equipment, and an necessary electrical power supplies and utner installations and fittings and for the commissioning and provision of Service. The Customer sasture 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 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 merein. Any surface in the Service and Buckeye shall use reasonable endeavors to ensure it does not materially detract 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 modification. 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 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 Welce Services

36 Month Agreement ____ (Inilial)

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

			Off Shore		
Domest	ic intrastate	Interstale		Puerto Rico	\$0.11
Outbound		\$0.019	Outbound +1	US Virgin Islands	
Inbound 8		\$0.029		Alaska	\$0.51
Canadian 8		\$0.130		Hawall	\$0.07
Internation		\$0.05			
interreces	1314			·	
					N Sharlore 18

Calling Cards			PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	\$0.179	\$0,328	\$0.365
Continental UB	\$0.123	\$0.423	\$0.625	\$0,487	50.524
AK & HI	\$0.490	\$0.625	\$0.412	\$0,362	\$0.399
Canada	\$0,294	\$1.170 \$0,575	\$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.070		<u> </u>	

\$0.00 Monthly Commitment Non Reoccurring Charges

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Customer	
Svc Address	
Floor	
City/State	
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eneraled bit with							
		Bii	Name				
Customer		Se	Bill Name				
Svc Address	Sac Bill Natine Bill Address						
Finor		Fli	/Room				
City/State		Ci	y/State		•		
Zip		Zi			-		
			illing Contact		·		
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Customer Contact		C	ontact lei#				
Contact Tel#			T:	ax Exemp	(Yes)		
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	Switched	i a ani Se	rvices		and the		
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Switched Local S	ervices		\$ 19.95	11	\$ 219.4		
Essential Business	Lines		\$		5 -		
Essential Business					\$ -		
					\$ -		
					\$ -		
					- S -		
Monthly Total/Swi	tched				\$ 409.4		
intentity Total/Si	witched/Facimy/interrior				Walvoo		
Non Reoccurring	Charges						
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Γ	Schedule		60 Month				
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	Internet Services		1 60 10	J			
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• •	10				Title		
	Title						
	1 1176				Date		

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckaye TeleSystem (BTS). Term Term of Agreement: Lusiomer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye feedsystem (BTS). begins immediiately upon the service installation (billing) date, if Customer following the complotion of the initial term transitions to a Month-To-Month agreement for any reason

begins immeditablely upon the service installation (osting) date. It Customer following the compation of the initial term transitions to a Month-To-M whatsoner 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 leadul purposes. The service is offered subject to the availability of facilities and may be used only for authorized and leadul purposes. The service is offered subject to the availability of facilities and may be used only for authorized and leadul purposes. The service is offered subject to the availability of facilities and may be used only for authorized and leadul purposes. 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 firms to time for reasons beyond the control of Company. Company has the right to burnit the manner in which any portion of its telecommunications network ("Nerwork") is used to protect the sectional integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

Non-Otsclos-Life: 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 & P-sayment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than Charges & P. ayment: Payment for service, installation, and monmy recurring and Non-Recurring charges, including applicable recipit, state, and local taxes shall not be due as first man 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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive gamages to the Customer as a result of any Company Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive garages to the Customer as a result of any Company of service. Buttomers, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable to: any datay or failure of performance or service. Buttomers, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable to: any datay or failure of performance or service. Buttomers, or facilities, or the acts or omissions or negligence of the Company and the company of the Company equipment of the locauses 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 other government, including state and local governments having or claiming jurisdiction over the Company, or of any other government or of any other government, or of any military authority; presmption of existing specific in committee or complete the committee of the service in co-repliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Terminations Penaluss: Cancellation of Service by the Customer:

[3 2 Customer Terminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any feason whatsoever other than service in a customer terminates services at the above service before the completion of the initial term of any subsequent renewal terms for any feason whatsoever other than service in a customer terminates services at the above service and the customer moves to applied service and the customer moves to applied service and the customer moves to applied services and the customer moves to applied the customer moves to applied the If a Customs if terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever interruption (as defined within the applicable tarift), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay: interruption (as defined within the applicable land), or if a Customer moves to another service address that Company cannot service the Customer agree.

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

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

(C) The provide portion of a Retermion incentive direct provided by Company to Customer, plus

(D) The full between 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 unentorceable, this Agreement shall be revised only to the extent Severability: In the event user that of the provisions never area of why reason to need to be image of unemoreace, the Agreement and the parties' original man. necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original man.

Warranty: B ubbeys warrants that Services shall be performed in a limety and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE Warranty: B uckeys warrants that Services shall be performed in a limety 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, 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 FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and customer each represents and variants that I has built legals power, right, and authority to execuse and perform this agreement, and that his agreement is a valid and binding obligation enforceable against it in accordance with the nas rull legas power, right, and authority to execuse and perform this agreement, and that this agreement is a valid and origing terms of the agreement. If it is accordance with the terms of the agreement.

Mahienance: Buckeys 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 Maintenance: Buckeye small be responsible for the maintenance or the Buckeye Network and Service Equipment and Enail have the right to charge the Customer for its costs and expenser 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

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

Notice: The customer may choose to have notices and bills delivered via U.S.Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the company's bills for service shall not only in the company shall deliver at notices and other communications, except that the Customer may also designate a separate address to which the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver all notices and other communications to make the service of the customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made to 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 to communications except that the Customer shall mail or deliver payment on that bill be in writing. Notices and other communications required to be given pursuant to the taff will be in writing. Notices and other communications are communications required to the other party on the third business day following deposit of the notice, communications are other communications. tor creds card or electronic grasser of unions to pay bills. All notices or other communications required to be given pursuant to the tarkf will be in writing. Notices and other communications of electronic grasser of unions to pay bills. All notices or other communication, 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 indemnity, and detend the other party from all claims, actions, damages, liabilities, costs, and expenses, including responsible attorneys: fees 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 expenses, including responsible attorneys: fees for (A) any loss, destruction, or damage to property of the indemnitied Party or injury or party is employed, as a caused by or resulted from the negligent of injectional act or unission of the indemnitying Party, a rising from and to the extent representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or injectional property right of any third party, a rising from and to the extent secret, and by the act or omission of the indemnitying party.

Special Provisions: (1) Budgeye TeleSystem's responsibility, other than specified trerein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS as a derd interval of installation in accordance with possible exceptions stated on Page 1 (2) The Information contained herein is confidential and proprietry and should not be MTSS as an end interval of installation in accordance with possible exceptions stated on Page 1 (2) The Information contained herein is confidential and proprietry and should not be disclosured. Where disclosure is required by appropriate legal means, the party receiving notice shall knowledge communicate with the other party the source, timing and use of such interval of inter

Force Majeurs: Nelliner party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any issure to perform its obligations under the Agreement Force Majorite: 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 extert that such damage or failure is due to any cause beyond the first party's reasonable control including without smitation any act of God, inclement weather, failure or shortage to the extert that such damage or failure is due to any cause beyond the first party's reasonable control including without smitation any act of Government, highway authorities, guillic telecommunications of power supplies, flood, thought, kighting or fire, strike, lock-out, trade dispute or labor disturbance, the act or orbits on or Government, highway authorities, guillic telecommunications of power supplies, flood, thought, kighting or fire, strike, lock-out, trade dispute or labor disturbance, the act or orbits on or Government, highway authorities, guillic telecommunications. of power supplies, flood, drought, sprining or tire, strike, indicate, trade dispute or labor disturbance, the act or omission of Government, highway sulhorities, public talecommunications of power supplies, flood, drought, sprining or tire, strike, indicate, trade dispute or labor disturbance, the act or omission of Government, highway sulhorities, public talecommunications or power supplies, flood, drought, sprining or tire, strike, indicate, indicate, and indicate any particular or supplies, flood, drought, sprining or tire, strike, indicate, indicate, and indicate any particular or supplies, flood, drought, sprining or tire, strike, indicate, indicate, and indicate any particular or supplies, flood, drought, sprining or tire, strike, indicate, indicate, and indicate any particular or supplies of the Service Equipment or any particular or supplies of the Service Equipment or any particular or supplies of the Service Equipment or any particular or supplies of the Service Equipment or any particular or supplies of the Service Equipment or any particular or supplies of the Service Equipment or any particular or supplies of the Service Equipment or any particular or supplies of the Service Equipment or any particular or supplies of the Service Equipment or any particular or supplies or supplies

Default: If either party taks 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 deaps 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 detauting party.

Insolvency: if either party talk to perform any material chilipation within this Agreement or violates any material term of condition of this Agreement, and such failure or violation is not cured within \$0 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 detaulting

Hazardou's Substances; Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, faderal, local Hazardous s'substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, faderal, local nazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or apental nazardous substance, customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance, clustomer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance, clustomer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance, clustomer agreement with the removal or on expense and substance, clustomer agreement with for the prosection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the delay to ensure that exposure does not exceed the kneet proposal agreement Containment has been completed and approved by the appropriate governmental agency and buckeys. Penormance collegators under this Agreement without further liability. If Gaussia by said clean up or removal. Customer's failure to remove of contain the hazardous substance shall entitle Buckeys to terminate this Agreement without further liability. If caused by said cleen up or removal. Customers lature to remove or contain the nazaroous substance shall entitle buckaye to le Buckaye so terminates, Customer shall reimburse Buckaye for expenses incurred in performing this Agreement will termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance of the control profit deserving the control pro

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 assure that Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer's sole cost before Service Equipment are installed at the Sites and in accordance with the specifications such proparation 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: Buckeys reserves the right to modify, change, add to or replace the Buckeys Network or the Service Equipment or any apparatus comprised thatein. Any such modification, change, addition or replacement shall be carried out at Buckeys's own expense and Buckeys shall use reasonable endeavors to ensure it does not materially detract from expense and Buckeys shall use reasonable endeavors to ensure it does not materially detract from expense and Buckeys Network physical Interface or protocol used by the Customer in using resolution or replacement and performance or operation of Services, or require any material attention to the Buckeys 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 Ohic.

Commission				
Domestic Outbound 1+ Inbound 8xx	\$0.029 \$0.035	\$0.029 \$0.035	Off Shore Outbound +1	
International	Canada	Ψ0.02		

Calling Cards From: / To: Continental US AK& HI PR & USVI Solution Continental US \$0.123 \$0.423 \$0.179 \$0.328 \$0.524 Continental US \$0.123 \$0.625 \$0.625 \$0.487 \$0.524 AK & HI \$0.490 \$0.625 \$0.412 \$0.362 \$0.399 Canada \$0.294 \$0.575 \$0.679 \$0.377 \$0.414	International					
	Calling Cards From: / To: Co Continental US AK & Hi	\$0.123 \$0.490 \$0.294	\$0.423 \$0.625	\$0.179 \$0.625 \$0.412	\$0.328 \$0.487 \$0.362	\$0.524 \$0.399

	\$0.00
Manthly Commitment	\$0.00
Non Reoccurring Charges	

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Customer		
Svc Address		
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Service Level

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

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

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



Telecommunications Master Service Agreement

Customer	_	Bill Name			
Svc Address					
Floor	1	Bill Address			
City/State		Ir/Room			
Zip		-	<u> </u>		
•	•	Zip			
		Billing Contact_			
Customer Contact		Contact Tel #			
Contact Tel #		_			
		Ta	ax Exempt		No
		Build	Required	?	No
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Switched Local Services		Monthly Unit	Qty		
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Essential Lines					
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Monthly Total/Switched		L		\$	71.
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Additional Schedul		36 Mo		7	
National Services				7	
Facility Services					
Internet Services		<u> </u>			

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

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

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time to 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 lechnical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

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

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

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

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

A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) Any dis connection, 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 WARTANTLY. DUCKEYE WAITANTS THAT SERVICES SHEED & PERIODICE OF A BUILDING 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 AGREEMEN 1, ALL CONDITIONS AND WARRANTIES, CAPRESS OR IMPLIED, STATISTICAL ON OTHERWISE, INCLUDED, Company and Customer each represents and warrants that it 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 Mall, 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 except that, the company may designate a separate address on each office to which the communications required to be given pursuant to the tariff will be in writing. Notices and other communications for credit card or electronic transfer of funds to pay bills. All notices or other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

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

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

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

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents nazardous waste or environmental law or regulation) at any site where buckeye is to periori services under this Agreement. In during soch periorinance buckeye emproyees 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 containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement without subscit. 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 lerminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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

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



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

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

Domestic Outbound 1+ Inbound 8xx	\$0.029 \$0.035	\$0.029 \$0.035 \$0.130	Off Shore Outbound +1	Puerto Rico US Virgin Islands Alaska	\$0.11
Canada 8XX International		20.05		Hawaii	\$0.07

Calling Cards			-D 0 UCV/	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	PR & USVI	\$0.328	\$0.365
Continental US	1	\$0.423	\$0.179	\$0.487	\$0.524
AK & HI	i I	\$0.625	\$0.625	\$0.362	\$0.399
Canada	ma 004	\$1.170	\$0.412 \$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	\$0.075	<u></u>	

	\$0.00
Monthly Commitment	\$0.00
Non Recurring Charges	<u> 40.00</u>
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Customer	·
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

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	Customer Conta	act			Contact ct Tel #			
	Contact Tel #		,	Olita				
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			 -	Mon	thly Unit	Qty	Mon	thly Total
	Switched Local			\$	170.00	1	\$	170.00
	DS-1 Link (for D	igital Trunk)		<u>φ</u>	24.00	5	\$	120.00
	Digital Trunk DII	D Channels		\$	10.00	5	\$	50.00
	Digital Trunk 2-	Way Channels		Ψ				
		billed at \$.07 per call						340.00
	*Message rate i	witched					\$	
	Monthly Total/S	Switched/Facility/Internet					- \$	485.00
	Monthly Total	Charges					\	Waived
	Non Reoccurring	lg Charges						
		Schedule			Term	3		
		Switched Local Service	es		60 Moi	nth		
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		Additional Schedules	Attach X	 	36 Mo			
		National Services	+ ^ x	 	60 Mo			
		Facility Services	$\frac{\hat{x}}{x}$	+	60 Mo			
		Internet Services						

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 term or Agreement. Consumer agrees to a minimum term rengon and service type as indicated in the analysis decided, which are provided by country is recompleted in the analysis 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 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 Sensor. The service is runnished on the control of company in authorized and rawful purposes. The service is onered 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

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 due to contract the course and the course are transported to the course of contract of the Company shall not be liable for any delay or failure of company shall not be liable for any delay or failure of course of contract of the Company shall not be liable for any delay or failure of company shall not be liable for an Company service, equipment, or racinities, or the acts of ormissions or negligence of the Company's employees of agency has company search as a company of the company of t 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, 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 terminales services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than Termination Penalties: Cancellation of Service by the Customer. n a customer formulated service at the quote service audices before the completion of the property of the customer agrees to another service address that Company cannot service the Customer agrees to pay:

- service internuption (as usumed within the application tellin), or the constitution interest of another service to Customer, plus 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) Any ulstor time attention, early concentration, or termination changes reasonably incurred and part (c) The prorate portion of a Relention Incentive Offer provided by Company to Customer, plus

(D) The full armount 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 the control of the cont HINESS OF THE SERVICES OR ANT MARL THEREOF FOR A MARKEULAR MORPHOSE) ARE REHEBY EXCLUDED. Company and customer each represents and warrants the 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 Mall, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other service snall De mailled or delivered electronically. The Company snall designate on the Service Under an auditess to which the Customer shall mail or hand deliver payment on that bill, communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, 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, are not proposed to the indemnified party of the death of any third party of the 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

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 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

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 tails 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 delaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. It during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to lest the premise to ensure that exposure does not exceed the towest 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 without further to the detay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further to the detay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminates. Customer shall relimburse Buckeye for expenses incurred in performing this Agreement until terminalion. 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 sullable secure accommodation, assistance, facilities, and environmental conditions for the installation and racilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, tacinities, and environmental conditions for the installation and from the commissioning and provision of Service. The Customer shall 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 easure 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 Standard of Service: Buckeye reserves the right to modify, change, and to or replace the buckeye Network of 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 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 S ervices.



Schedule 2: National Switched Violde 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 01		
Domestic	Intrastate	Interstate	Off Shore		\$0.11
		\$0.029	Outbound +1	Puerto Rico	
Outbound 1+	\$0.029			US Virgin Islands	\$0.11
Inbound 8xx	\$0.035	\$0.035		Alaska	
Canada 8XX	\$0.13	\$0.13	1		
		\$0.05		Hawaii	Φ0.07
International	Carlaua	ψ0.00			

Calling 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
<u>AK & HI</u>	\$0.490	\$0.625	\$0.623	\$0.362	\$0.399
Canada	\$0.294	\$1.170	\$0.412	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	\$0.075	-	

Monthly Commitment	<u>\$0.00</u>
	\$0.00
Non Recurring Charges	<u> </u>
110	

Customer	
Svc Address	and the second s
Floor	
City/State	
Zip	



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

		Price 60	Qty	NRC	Total 60
From/To	Service			Mairad	\$69.60
1-2	1Mbps/5 Mbps Asym EDIA Transport	\$69.60	1	Waived	
	Timopore III-p-				
				1	
		-:			

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.



	Telecommunication	s Master S	Service Agreemer	nt		New
					10	Renewal love/Transfer
vas generated on this date	and is valid for 30 days					overtransier
Customer Svc Address Floor City/State Zip		- - -	Bill Name Sec Bill Name Bill Address Flr/Room City/State Zip			
Customer Co Contact Tel #		.	Billing Contact _ Contact Tel # _		<u> </u>	·
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				Required		
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104 10-4	e at \$.01 per min Day or Night					
*Measureo Rai	e at \$.01 per min bay or rught					
Monthly Total	/Switched				\$	395.00
Monthly Total					\$	395.00
Non Reoccur	ring Charges				\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Vaived
Non Reduction	ilig Charges					
	O. L. dute		Term			
	Switched Local Service	285	36 Mon		7	
	Additional Schedules	Attach				
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	Internet Services					
·	National Services Facility Services Internet Services Signature by both parties on this do	ns affached. I	36 Mon	in afteordanc ow/agreest	ee o	÷
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	<u> </u>			Date		

Date

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

Master Terms & Conditions

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

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be 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 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 LITHICATION OF LIABILITY. THE COMPANY WIN HOLD BE HADDE FOR ANY INJURIES, INCIDENCIAL, EXCUSPACIONAL, EXEMPLIARLY, OF PURITIVE CHARGES TO THE CUSTOMER AS A rESULT OF ANY INJURIES. INCIDENCIAL COMPANY SET IN EXEMPLIAR COMP 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 agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

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

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

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

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement 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 waturemanners, buddeye small be responsible to the Helitemanner of the boddeye realists and solves 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, be mailed or delivered electronically. The company shall designate on the Service Order an address a which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall be addressed to the customer shall be addres 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 examples. With trespect to any service or racing provided by the company, each party shall indemnify and defend one party from an change, additionally a controlled party or any third party, or the death of or injury to persons, to the expenses, in cluding 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, in cluding reasonable attorneys' fees for (A) any loss, destruction, or damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents. 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 Special Provisions: (1) Buckeye Telesystems responsibility, other man specimen nerein, is to provide voice, data and video services to Customer per its tariff rates and charges with 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.

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 ronce majeture. Neutre party shall be liable to the other for any loss of damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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

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

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 consense by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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

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



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

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

Intrastate	Interstate	Off Shore		
	\$0.029	Outbound +1	Puerto Rico	\$0.11
	\$0.035		US Virgin Islands	\$0.11
			Alaska	\$0.51
		 	Hawaii	\$0.07
	\$0.029 \$0.035 \$0.130 Canada	\$0.029 \$0.029 \$0.035 \$0.035 \$0.130 \$0.130	\$0.029 \$0.029 Outbound +1 \$0.035 \$0.035 \$0.130 \$0.130	\$0.029 \$0.029 Outbound +1 Puerto Rico \$0.035 \$0.035 US Virgin Islands \$0.130 \$0.130 Alaska

Calling Cards					
	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	7	\$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	\$0.00
Non Recurring Charges	<u>\$0.00</u>
Non Recurring Charges	\$0.00

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

					M	ove/Transfer
enerated on this date and i	s valid for 30 days					
Customer		S		· · · · · · · · · · · · · · · · · · ·		
Floor City/State		•	lr/Room ity/State		_	
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	a.			ax Exempt I Required		
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			Monthly Unit	Qty	Mon	thly Tota
Switched Local	at Rate (incl in price)		\$ 415.95	11	\$	415.95
DS-1 Link (for Pf	RI Transport)		\$ 180.00	1	\$	180.00
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Master Terms & Conditions

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

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

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

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

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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any 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 control, including but not limited to: acts or God, tite, 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, 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.

remination renames. Cancellation of Service by the Customer.

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

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (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 HENESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR FURFOSE) ARE HEREDT EXCLUDED. Company and Customer each represents and warrants to that 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 within whice stationary interval or installation in accordance with positione exceptions stated on rage in (2) the information contained nation is confidential and proprietary and should 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 Force majeure: Neitner party shall be liable to the other for any round one of camage which may be suffered by the other party, or for any railure to periorin is congations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

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

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, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to agent expense to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance. test the premise to ensure that exposure does not exceed the lowest exposure limit to 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. Performance obligations under this Agreement shall be until the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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

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



Schedule 2: National Switched Voice Services

36 Month Agreement _____ (initial)

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

Domestic	Intrastate	Interstate	Off Shore		
	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Outbound 1+		\$0.033	 	US Virgin Islands	\$0.11
Inbound 8xx	\$0.033	Ψ0.000		Alaska	\$0.51
		CO 05	 	Hawaii	\$0.07
International	Canada	\$0.05		, rava	

Calling Cards		A1/0 LII	PR & USVI	<u>Guam</u>	N Mariana IS.
From: / To:	Continental US	AK& HI		\$0.328	\$0.365
Continental US	\$0.123	\$0.423	\$0.179		
AK & HI	\$0.490	\$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 Reoccurring Charges	\$0.00

Customer	 _
Svc Address	 _
Floor	
City/State	_
Zip	



							Renewal
enerated on this date a	nd is valid for 30 days						Move/Transfer
Billiated Oil alta date a	Tall b value for the large						
Customer	·		Bill Na				
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Customer Con	tact			g Contact act Tel #			······································
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26 1 . 11 -		1	Mon	thly Unit	Qty	Mor	thly Total
Switched Loca	I SELAICES		\$	21.95	10	\$	219.50
Essential Line			Ψ				
Monthly Sub-To	stal/Switched					\$	219.50
						\$	359.49
	Switched/Facility/Internet					1	359.49 Waived (658.50)
Non Recurring	Charges		\$	(219.50)	3	\$	(658.50)
Renewal Incer	ntive Offer-one time credit		<u> </u>	(
	Switched Services Te	DETTY)	1	36 Mon	th	7	
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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 begins in intercently upon the service installation (plining) date. It concerns the configuration of the final data and the company whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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

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

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

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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or services, equipment, or recisions, or the economic of the company and the company and the company and the recision of the catastrophes; any law, order, regulation, direction, 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, equipment due to causes not reasonably writin its control, including but not littlined to acts of Sou, int, 1100d, explosion, or other caustrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service 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: Buckeys warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement 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.

Mainterrance: 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 company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other company shall designate on the Service Order and other customer shall mail or deliver all notices and other company shall designate on the Service Order and other customer shall mail or deliver all notices and other customer shall be mailed or delivered electronically. communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill.

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

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to properly of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses, including reasonable abunities need for (A) any loss, destudion, or demage to properly or the indemnified many or any united party, or the death or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction of the Indemnifying Party, and its extent the loss, destruction of the Indemnifying Party, and its extent the loss, destruction of the Index Party in the Index Party caused by the act or omission of the indemnifying party

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

Force 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 Agreement to the axient that such damage or railore is due to any cause beyond the mist party is reasonable control including without initiation any act or coult include a control including any act or coult indicate any act or coult including any act or coult include any act or coult any act or coult include any act or could be act or coult include any act or coult in telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the encounter any such substance, customer agrees to take an necessary steps, at its own expense, to remove or contain the aspessos or other hazardous substance and to rest independent 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 malerially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



Schedule 2: National Switched Voice Services

36 Month Agreement ______((initial)

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

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
	\$0.035	\$0.035		US Virgin Islands	\$0.11
Inbound 8xx		\$0.13		Alaska	\$0.51
Canada 8XX	T	\$0.05		Hawaii	\$0.07
International	Canada	\$0.00			

AK& HI	PR & USVI	Guam	N Mariana IS.
	\$0.179	\$0.328	\$0.365
 \$0.625	\$0.625	\$0.487	\$0.524
 \$1,170	\$0.412	\$0.362	\$0.399
 \$0.575	\$0.679	\$0.377	\$0.414
\$0.123 \$0.490 \$0.294 \$0.211	Continental US AK& HI \$0.123 \$0.423 \$0.490 \$0.625 \$0.294 \$1.170	Continental US AK& HI PR & USVI \$0.123 \$0.423 \$0.179 \$0.490 \$0.625 \$0.625 \$0.294 \$1.170 \$0.412	Continental US AK& HI PR & USVI Guam \$0.123 \$0.423 \$0.179 \$0.328 \$0.490 \$0.625 \$0.625 \$0.487 \$0.294 \$1.170 \$0.412 \$0.362

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

Customer	
Svc Address	
Floor	
City/State	
Zip	



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

From/To	Service	Price 36	Qty	NRC	Total 36
1-2	1Mbps/5Mbps EDIA Internet Transport	\$87.99	1	Waived	\$87.99
					
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Service Level

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

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

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

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



Customer Svc Address Floor City/State Zip		-			<u>·</u>	
Customer Con Contact Tel #	tact	- -	Billing Contact Contact Tel #			· · · · · · · · · · · · · · · · · · ·
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	Signature by both parties on this do	ocument cons	stitutes a service order :	ris caroes t	^	
	Signature by both parties on this do with the master terms and condition the individual terms a	ns attached. (Customer signature ber	ow. agrees t	0	
	with the moster terms and condition	ns attached. (Customer signature ber	ow. agrees t		

Master Terms & Conditions

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

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

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

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

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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority, preemption of existing service in compliance with national emergencies; insurrections; 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 services 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 services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason what services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason when the completion of the initial term or any subsequent renewal terms for any reason when the completion of the initial terms or any subsequent renewal terms for any reason when the completion of the initial terms or any subsequent renewal terms for any subsequent renewal terms or any su is a Customer terminates services at the above service address before the completed to the limited termination and service address that Company cannot service the Customer agrees to pay: 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 Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

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

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

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

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

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

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

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

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

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

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

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

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



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



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

Date

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

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

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

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to 1he 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, aquipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or any increase and appropriate the control including but not limited to select Code for Bood, evolution, or other conscious any law entering the control including but not limited to select Code for Bood, evolution, or other conscious any law entering the control including but not limited to select Code for Bood, evolution, or other conscious any law entering the control including but not limited to select Code for Bood, evolution, or other conscious any law entering the control including but not limited to select Code for Bood, evolution, or other conscious any law entering the control including but not limited to select Code for Bood, evolution, or other conscious any law entering the control including but not limited to select Code for Bood, evolution, or other conscious any law entering the control including but not limited to select Code for Bood, evolution and the code for the code 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, equipment and to causes not reasonabily writin as control, including out not similed to: acts of God, like, node, explosion, or other catastropries, any taw, order, regulation, arction, action request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

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

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

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

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

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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 Claims: With respect to any service or facility provided by the Company, each party snall indemniny, 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) infingement of any copyright, patent, trade secret, or any proprietary or intellectual properly 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 disclosed.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement ronce majeure: weither party shall be liable to the other for any loss or barnage which may be suffered by the other party, or for any failure to periorm is 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, fixed, drought, lightning or first, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications of power supplies, nuou, orought, agricing or the, suite, lock-out, trade dispute of labor disturbance, the act or office or supplies, nuou, orought, agricing or the Service Equipment or any part operations 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.

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any aspestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the aspectos or other nazardous substance and to test the premote 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 shall be extended for the containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement without further liability. If 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 Siles 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 malerially detract from, inounication, whence, accumum or replacement shall be carried out at buckeys a livin expense and buckeys held by the customer in using reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeys Network physical interface or protocol used by the Customer in using reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeys Network physical interface or protocol used by the Customer in using Services.



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Service Level

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

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

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

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



Telecommunications Master Service Agreement IP Upgrade

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Facility Services	-1-2	36 Month		
Internet Services	X	30 Mona		

Signature by both parties on this document constitutes a service order in accordance

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

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term Term or Agreement. Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). The 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-Disclos ** ITE: 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 & P-ayment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due Charges a Payment, Payment for service, installation, also intonting and non-recturing charges, including applicable rederal, state, and local taxes shall not be due earlier than 15 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any 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 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 shall not be liable for any delay or failure of the 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, including state and local governments having or claiming jurisdiction over the regulation, of request of the United States government or of any other instrumentally of any one or more of these federal, state or local governments. regulation, dissection, action, or request of the united plates government or or any other government, including state and local governments having or claiming jurisdiction over to 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.

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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 If a Costome I terminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other 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-Recurning 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
- (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, Bluckeye 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 SETTINGS OF THE CEDITIONS 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 FUNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HERREBY EXCLUDED. Company and customer each represents and warrants the thing still 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 א אוויסייטן, רואטרא, רואטרא, רואטראל, רואטראל,

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate NOTICE: THE CUSTOMER THAY CHOOSE TO have houses and Dills delivered via U.S. Mail, in person, or electronically. The Customer may also designate an usagnate on the Service Urger 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 address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Customer shall mail or deliver all notices and 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 for service small be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or hand deliver payment on that bill, 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 oill for service to which the Lustomer 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 Arrangements also can be made for credit card of electronic transfer of funds to pay bills. All notices of other communications required to the other party on the third business 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, cost Claims: VVirth respect to any service or facility provided by the Company, each party shall indemniny, and detend the other party from all claims, actions, damages, liabilities, contact 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 and expenses, including reasonable automeys reas for (A) any loss, destruction, or damage to property or the indemnined 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 persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intermonal act or omission of the indemnifying Party, its employees, agents, representatives, or invites; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising

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 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 be disclosed. Where disclosed with a proprietary and should be disclosed. WILLIN M I SS Standard Interval of Installation in accordance with possible exceptions stated on Page 1 (2) Ine information contained nerein is conndential 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 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 Scruppert of 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 failure or violation is not Detaunt. If either party tails to perform any material obligation within this Agreement of violates any material term or condition or this Agreement, and such failure of violation to 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 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 of the party shall have the right to terminate this agreement upon written notice to 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 Hazardous Substances: Customer cermes that it is not aware or the presence of any aspessos of other nazardous substance (as defined by any applicable state, rederal, 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 of 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 an necessary steps, at its own expense, to remove or contain the aspestos 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. 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 extended for the delay caused by said clean in or removal. Customer's failure to remove or contain the bazardous substance shall entitle Duckage to template 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 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 Facilities and Equipment: The Customer snall provide at all times suitable secure accommodation, assistance, racilities, 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 all necessary electrical power supplies and other installations and mungs 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 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 such as the carried out at Buckeye's own expense and Buckeye Network physical interface or protocol used by the detect 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 detect 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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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 cabite.

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

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

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



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

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term Term or Agreement. Customer agrees to a minimum term length and service type as indicated in the attraction 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 a will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may Deheral: The Service is lumished on the condition that it will be used only for authorized and fawful purposes. The service is offered subject to the availability of facilities at 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

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 for service, installation, and monthly recurring and Non-Recurring Charges, including applicable rederal, 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 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. 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 Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, exempliary, or puritive damages to the Customer as a result of any delay of 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 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 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, Tire, Tlood, 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, 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 tederal, 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.

remination 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 if a Customer terminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other 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 remination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention incentive Offer provided by Company to Customer, plus (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

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

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

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

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

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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, craims: with respect to any service or racinty provided by the Company, each party shall indemnify, and determined Party or any third party, or the death of or injury to 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 persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent of intermental act of officeasin of the indefinitying Party, as 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

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 special Provisions: (1) Buckeye relesystem's responsibility, other than specified nerein, is to provide voice, data and video services to Customer per its tarrif 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 Porce majeure: Nertner party snall be liable to the other for any loss or damage which may be suffered by the other party, or for any railure 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 railure 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, Tailute or shortage or power supplies, flood, drought, lightning or tire, 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

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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 Insolvency. It earner party raiss to perform any material contiguous within this agreement or violation is material term or condition or 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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other nazardous substance (as defined by any applicable state, federal, local nazardous Substances. Customer certifies that it is not aware of the presence of any aspestos of 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 of 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 aspestos or other nazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. 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 that 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. until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Periormance obligations under this Agreement shall 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 failure to light the containing the said clean up or removal. 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 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 of Service Equipment, and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer's 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 Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network of 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 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 such modification. such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it goes not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



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

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

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

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

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

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

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

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

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

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills tor 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, 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 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 persons appears for the property of the Indemnifying Party, its persons the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invites; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

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

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 Force majeure: Neitner party shall be liable to the other for any loss or damage which may be surfered by the other party, or for any railure 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, 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, 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, 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, Agreement to the extent that such damage or failure is due to any cause beyond the first party is reasonable control including without limitation any act of God, inclement weather, Agreement to the extent that such act of the first party is reasonable control including without limitation any act of God, inclement that the first party is reasonable control including without limitation any act of God, inclement that the first

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

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

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.



			City/State	Zip	
Site	Company	Address			
Site					
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		7		Qty	NRC	Total 36	
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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 tariff for these services, on file at the outset of this agreement with the Public Utilities Commission of Ohio.



Telecommunications Master Service Agreement

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generated on this date and	i is valid for 30 days				
		F	Bill Name		
Customer		5	Sec Bill Name		
Svc Address		Ŧ	Bill Address		
Floor		ī	Fir/Room _		_
City/State Zip		(City/State _		
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		,	Billing Contact_		
Customer Conta	act	•	Contact Tel # _		
Contact Tel #		•	Contact 15. "		
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			Bui	d Required	d: No
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Essential Lines					
					
					\$ 215.55
Monthly Sub-To	tal/Switched				\$ 215.5
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Non Recurring	Charges		<u> </u>		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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	Switched Local Service	es			
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	Facility Services		1		
	Internet Services		<u> </u>		
•	Signature by both parties on this do with the master terms and condition	ne attacheo.	Cusionie agnature :	-, -g	to
	the individual terms a	and pricing in	the attached schedul	∋ş. 	
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Master Terms & Conditions

Term of Agranement: 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 take Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: Thes service is lumished on the condition that it will be used only for authorized and tawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its relecommunications network ("Network") is used 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 relecommunications network ("Network") is used 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 relecommunications 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 nerein.

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

Non-Discloesure: 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 Campany 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, equilipment, 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 service, equilipment, 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 service, equipment of realises, or una educin unmascuric or management of the forcing action, or other catastrophes; any law, order, regulation, direction, action, equipment of the forcauses not reasonably within its control, including but not limited to: acrs of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, equipment of the forcauses not reasonably within its control, including but not limited to: acrs of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, equipment of the forcauses not reasonably within its control, including but not limited to: acrs of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, actio or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

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 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, Eluckeye 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 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 it has full legial power, right, and authority to execute and perform this agreement, and that this agreement

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

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

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

Claims: With respect to any service or facility provided by the Company, each party shall indemnity, 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 amployees, agents, represents tives, or invites; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent

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 comidential 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, fiming and use of such

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

Default. If either party 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 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 party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous wasts or environmental law or regulation) at any site where 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 triss Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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

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



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 Choro		
Domestic	Intrastate	Interstate	Off Shore	Duerte Dico	\$0.11
	\$0.029	\$0.029	Outbound +1		
Outbound 1+		\$0.035		US Virgin Islands	\$0.11
Inbound 8xx	\$0.035		 	Alaska	\$0.51
Canada 8XX		\$0.13			\$0.07
		\$0.05	T	Hawaii	φυ.υτ
International	Carlada	45,00	<u> </u>		

Calling Cards			PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US		\$0.179	\$0.328	\$0.365
Continental US	\$0.123	\$0.423		\$0.487	\$0.524
AK & HI	\$0.490	\$0.625	\$0.625	\$0.362	\$0,399
Canada	\$0.294	\$1.170	\$0.412	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.577	

Monthly Commitment	\$0.00
	\$0.00
Non Recurring Charges	

Customer	
Svc Address	
Floor	
City/State	
Zip	



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ISDN PRI Pkg/Vo	oice/Message*		\$	180.00	 -	\$	180.
DS-1 Link (for PF			\$	2.25	1	\$	2.
Group of 20 DID:	S		<u>\$</u>	23.95	1	\$	23.
Essential Line			Ψ				
	ed at \$0.07 per call					\$	582
Monthly Total/S	Switched						Waived
Non Reoccurring	g Charges		<u> </u>				
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•	Facility Services	1	1				
	Internet Services						
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The information contained herein is confidential and proprietary and should not be disclosed.

Master Terms & Conditions

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

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

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

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

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

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

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Warranty: Buckeye warrants that Services shall be performed in a 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 begal 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 facililies 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.

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

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

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement rouse majeure. Nettner pany shall be liable to the other for any loss or damage which may be sumered 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 supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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

Insolvency: If either party tails 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 jerminate this Agreement upon written notice to the defaulting

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

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

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

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



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 Onio.

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

Calling Cards	-		PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	\$0.179	\$0.328	\$0.365
Continental US	\$0.123	\$0.423	\$0.625	\$0.487	\$0.524
AK & HI	\$0.490	\$0.625	\$0.023	\$0.362	\$0.399
Canada	\$0.294	\$1.170	\$0.412	\$0.377	\$0.414
PR & USVI	\$0.211	\$ 0.575	ψ0.070		

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

Customer	
Svc Address	
Floor	
City/State	
Zip	



	Telecommunication				
					Move/Transfer
s generated on this date and is t	valid for 30 days				& EDIA Upgrade
		10	ili Name		
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			Bu	ila Kequile	0 100
	Switched Lo	ocal Servic	es Monthly Unit	Qty	Monthly Total
Switched Local S	Services			1	\$ 180.00
Digital Trunk DS-1				18	\$ 198.00
2-Way Channel				18	\$ 121.50
Z-VVay Channon	for 2-Way Channels)*		<u> </u>	8	\$ 175.60
Essential Busines	sline		\$ 21.95		
Essential busines					
*Flat Rate Usage				 	\$ 675.10
Monthly Sub-Tota	al/Switched				\$ 825.10
Widning Cas 15th	witched/Facility/Internet			 	Waived
Non Recurring C	harnes				
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1_	Additional Schedules	X		ionth	
[National Services	$\frac{\hat{x}}{x}$	36 N	lonth	
Γ	Facility Services	- x	36 N	ionth	
	Internet Services				
	Signature by both parties on this docur with the master terms and conditions a the individual terms and p	ment constitute attached. Custo pricing in the a	s a service order in a omer signature below Meched scheduler	adordance ragrees to	
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	The same of the sa		·		
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	<u>A de la casa de la ca</u>				
					Date

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

General: The service is furnished on the condition that it will be used only for authorized and tawful purposes. The service is offered subject to the availability of facilities and may be White d 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 territis 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 shell not be due earlier Charges & Payment: Payment for service, installation, and monthly recuming and Non-Recuming Charges, including applicable reperts, 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 Recuming charren as monthly to the Customer in advance of the month which service is provided.

Limit stillon 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 LITE Xelicon of Library. The Company will not be libble 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. serva ce, equipment, or receives, or one does or omissions or negligence or one company a employees or agents. The company area has been also for any being or manife or periodical 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, equi punericulei o causes noi reasonably winnin is control, including our not limited to, each of court, are, nobe, explication, or one causing purisdiction over the Company, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any agreement or analyse compression, burgary compression, burgary compression, burgary compression, burgary compression, burgary compression, or other instrumentally of any or of these tederal, state or local company, or of any action in, or request of the unitied States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption dependence with policing activities continue to the company. of excisting service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-ol-way.

- Tent Trination Penalties: Cericellation 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. inter ruption (as defined within the applicable tariff), or if a Customer moves to enother service address that Company cannot service the Customer agrees to pay:
- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus A) A II 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 Inird parties by Company on behalf of Customer, plus

 (C) The priorate 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

We cranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill end care. SAVE AS EXPRESSLY SET FORTH IN THE AG REEMENT, 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 PARTTHEREOF 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 egreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement. terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Ma Intenance: Buckeye shall be responsible for the mainlenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and MALE ITERIANCE: DUCKEYE SHAN DE RESPONSIDE DE UNE TRAINMANIE DE UNE DUCKEYE INSIMON SITU SELVICE EQUIPMENT AND SHAN DE REPUBLIONE CAUSED DE L'USIONET FOR IS COSIS AND SELVICE EQUIPMENT AND SHAN DE L'USIONET FOR IS COSIS AND SELVICE EQUIPMENT AND SHAN DE L'USIONET D

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

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

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and CLAIMS: With respect to any service or racting 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 extend 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) 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 The day provisions. (1) buckeys releasystems responsibility, utner than specified nerettin, is to provide voice, date and video services to customer per its tarm rates and charges with 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 Force Majeure: Neither pany shall be leads to the other for any loss of damage which may be suffered by the other pany, or for any tailure to perform its obligations under the Agreement to the extent that such damage or fallure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or 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 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 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

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

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not Insolvency; it either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement upon written notice to the defaulting 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

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 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 permise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement without further liability. If cellar 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 cellar 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 reimburae Buckeye for expenses incurred in performing this Agreement until termination.

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

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Facilities and Equipment: The Customer shall provide at all times sultable secure accommodation, assistance, facilities, 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 appearatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially deliract 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 deliract 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



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 Utililies Commission of Ohio.

	1-tu-state	Interstate	Off Shore		
Domestic	Intrastate		Outbound +1	Puerto Rico	\$0.11
Outbound 1+	\$0.029	\$0.029	Outbourie / 1	US Virgin Islands	\$0.11
Inbound 8xx	\$0.035	\$0,035	<u> </u>		\$0.51
Canada 8XX		\$0.13		Alaska	
		\$0.05		Hawaii	\$0.07
International	Carrada	φ0.00			

Calling Cards			PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI		\$0.328	\$0,365
Continental US	\$0.123	\$0.423	\$0.179		
AK & HI		\$0.625	\$0.625	\$0.487	\$0.524
		\$1,170	\$0.412	\$0.362	\$0.399
Canada	-	\$0.575	\$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	Ψ0.070		

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	\$0.00
1101111000111119	

Customer	
Svc Address	
Floor	
City/State	
Zip	



Schedule 3: Facility Services

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

					l	l lotal 36		
	Service	Price 36	Qty	NRC				
rom/To		\$72.00	1	Waived		\$72.00		
1-2	1Mbps/5Mbps Asymmetric Internet Transport	\$72.00		 				
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The services provided under this agreement involve the construction of portions of the physical network, as well as work in each of the buildings to be served for the construction of the building entrance for the fiber cable.

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

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 I	nasto. O			Renewa
					Move/Transfe
generated on this date and	i is valid for 30 days				
Customer		_	ill Name		
Svc Address		_	ec Bill Name ill Address		
Floor			Ir/Room		
City/State		-	ity/State		
Zip _			ip		
		_			
Customer Cont	act		Billing Contact		
Contact Tel #		(Contact Tel#		
	<u></u>		Ta	x Exempt	? Yes
•			Build	Required	? No
					Monthly Tot
Switched Loca	Services		Monthly Unit	Qty	Widning 100
Switched Loca	1 Del Vicco				
					_
					\$ 180.
Monthly Total	Facility				Waived
Non Reoccurri	ng Charges		l		
			Terr	n	
	Schedule		 		7
	Switched Local Service	T	T		
	Additional Schedules	Attach	Terr	11	
	National Services	<u> </u>	36 Mc	nth	
	Facility Services	X	35 1010	// nu i	
	Internet Services				
	Signature by both parties on this do	cument con as attached and pricing in	nstitutes a service orde Customer signature b the attached scheduw	er in <i>2</i> 000 coordar elow, agrees	nce to
aumori	zed Customer Representative	- 35	. :		
	and the same of th				
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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 General: The service is jurnished on the condition that it will be used only for authorized and tawful purposes. The service is offered subject to the availability of facilities and may be limited from time to lime for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

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, insualization, and monthly recurring and Non-Recurring Charges, including applicable tederal, state, and local taxes shall not be due earlier than Charges & Payment: Payment for service, installation, and morning recurring and non-recurring charges, including applicable leders, state, and local taxes shall not be due deared and states are the company shall present bills for Recurring charges 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 hable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company Limitation of Liability. The Company will not be liable for any moment, incidental, special, consequential, exemplary, or purinive 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 reachines, or the acis or omissions or negligence or the Company's employees or agents. The Company shall not be liable for any delay or failure or 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, equipment (a de lo causes not reasonauly within its conidit, including our not immed to, acts or you, its, nood, explosion, or other catastrophies, any taw, order, regulation, orection, 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 on the United States government or or any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these tederal, 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.

Terminatio Fr Penairies: 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 pro rate 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: Eluckeye 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 Warranty: Eluckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FOR HIN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEME NT, 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 is PHINESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EAULUDED. Company and customer each represents and warrants that has full legical 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 company's to which the Company shall deliver all notices and other communications, except that the Customer may also designate address to which the Customer shall mail or deliver all notices and other communications, be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, DE LIBRITEU DI UERIVEREU ERECTORICARIY. THE COmpany Shari designate on the Service Order an address to which the Customer shall mail or deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the customer shall mail or nano deliver payment on that bill. Alrangements 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 for check 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: With respect to any service or facility provided by the Company, each pany shall indemnity, and detend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnitied 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 Indemnitiying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnitying Party, its employees, agents, extent the ICSS, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or unission or the indemnitying marry, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent

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

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement Force majeure. Netter 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 externt 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 tirst party's reasonable control including without limitation any act or God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, tock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications of power supplies, 1900d, orought, lightning or IRE, SURKE, 190K-OUL trade dispute of labor disturbance, the act of offission of Government, riighway authorities, public relectionship to the Service Equipment or any part operations or other competent authority, war, military operations, or riol, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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

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

Hazarcious Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local nazardous Substances. Customer centiles that it is not aware of the presence of any aspestos or other nazardous substance (as centiled 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 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 encoursier any such substance, customer agrees to take all recessary steps, at its own expense, to remove or contain the assessor of other instances substance, customer agreement until the removal or to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or 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 Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, tactifies, and environmental conditions for the installation and nousing Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that Service Equipment; and all necessary electrical power supplies and other installations and hittings and for the commissioning and provision of Service. The customer shall assure 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

Stan dard 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 nodification, 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	Address		
1	<u>'</u>			
3				
4				
5				
6				
8				
9				<u> </u>
10			•	

				Ott	NRC	Total 36	Total 60
	Service	Price 36	Price 60	Qty	Waived	\$180.28	\$0.00
From/⊤o		\$180.28		1	VValved		
1-2	DS-1	Ψίσσα					
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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 tariff for these services, on file at the outset of this agreement with the Public Utilities Commission of Ohio.



	this date and is va	id for 30 days						ove/Transfer
enerated on	I IIIS Date and is to							
			_	Kl.				
Custom	er		_	ill Na	ime ill Name			
Svc Ado					ddress			
Floor			_	ir/Ro				
City/Sta								
Zip				ity/S				
•			_	ıþ				
	a 11		· E	lillin	g Contact_			
	ner Contact		Ċ	onta	act Tel# _			
Contac	t iei#		•		_		o No	
		•				ax Exempt d Required		
					Bull	o Hedrii eo	· NO	
				Moi	nthly Unit	Qty	Mor	ithly Total
Switch	ed Local Se	rvices		\$	376.20	1	\$	376.20
ISDN F	PRI Package/	Voice/Message*			180.00	1	\$	180.00
DS-1 L	ink (transpor	for PRI)		\$	17.50	3	\$	52.50
Busine	ss Line/Mess	age'						
	Data hill	d at SO 07 per call						
*Mess	age Hate bill	ed at \$0.07 per call					- 5	608.70
14	ly Total/Swite	hed						
Month	ly Total/Owik	tched/Facility/Internet					<u> </u>	1,299.70 Waived
Month	ny lotal/Swi	haraes					!	vyaive
Non H	Reoccurring C	ridi goo					-	
	_	O-badulo			Ter	m		
	<u> </u>	Schedule Switched Local Service	ces		36 M	onth	_	
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		Additional Schedules	Attach X		36 M		\neg	
		National Services		┼─	36 M		\neg	
		Facility Services	- X X	+-	36 M			
		Internet Services					,	
		Signature by both parties on this o with the master terms and condition the individual terms	document con				ce. Xo	
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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 turnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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-Disclostare: 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 #rom 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 Flecurring chairges 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 lacilities, 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, lire, flood, explosion, or other catastrophes; any law, order, regulation, derection, 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 legeral, 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 intermuption (as defined within the applicable tarill), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- A) All Non-Flecurring Charges reasonably expended by Company to establish service to Customer, plus (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The promate portion of a Retention Incentive Offer provided by Company to Customer, plus (D) The full a mount 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 leg at 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 lerms 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 lacilities 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 Service shall be malled or derivered electronicany. The company shall designate on the Service crush an address to which the Customer shall mail or hand deliver payment on that bill, communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill.

Arrangements also can be made for credit card or electronic transfer of tunds to pay bills. All notices or other communications required to be given pursuant to the latiff 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 delend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' less for (A) any loss, destruction, or damage to property of the indemnilied Party or any third party, or the death of or injury to persons, to the extern. 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) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third pany, arising from and to

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rales 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, Agreement to the extentional such demands on name is one to any cause degund the mist party a reasonable control incoming without infiniation and such as the scale of action of Government, highway authorities, fallure or shortage of power supplies, flood, drought, lightning or line, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, nations of succession proved supplies, mode, anodering an inequalities, now but, date dispute or race of successions, the act or officially of latter in manufacture, production or supply by third parties of the public tele-communications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the

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

Insolven cy: 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. It during such performance Buckeye employees or hazardous waste or environmental law or regulation) at any site where Buckeye is to periorm services under this Agreement. If during such periormance 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 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 dielay 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

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 Standard of Service: Buckeye reserves the right to moonly, change, add to or replace the buckeye Network or the Service Equipment or any apperatus comprised meren. 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 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.



TeleSystem LETTER OF AGENCY AND AUTHORIZATION; Local Access

	·
TeleSyst em (BTS) whereby BTS is authorized to act	dicated below, entered into an agreement with Buckeye as agent on behalf of Customer in all dealings with the the respect to the following enumerated telecommunications opendix:
siego of the incations indicated on the attacker	
(initial) All Local Exchange set	rvice providers, for the purpose of ordering, changing and/or nd related services (including, but not limited to, the provision
of dial tone and access.)	- of ordering
changing and/or terminating any and all I	ntraLATA service providers, for the purpose of ordering, ocal toll and/or intraLATA related services.
	Card, and intrastate service providers, for the purposes of ay and all toll and/or intrastate and related services.
	t information and customer service reports from the above- to the above-identified telecommunications services.
Customer understands the parties to prior agreement in writing, of Customer's intent not to renew such prior to the unileteral termination by Customer of preex	nts with Customer may have the right to be notified separately ior agreements, and that there may be penalties associated disting agreements prior to their expiration.
This Letter of Agency and Authorization does not procontacted by parties with whom Customer has prior	on its own behalf, or from being
Customer hereby releases, indemnifies and holds BTS's dealings with telecommunications entities pu	I will be from any damage, liability of loss by villue of
This Letter of Agency and Authorization shall rema	in in effect until revoked in writing by the parties hereto.
This Editor of the hos	s read and understands the forgoing, and has full authority to behalf of Customer.
The undersigned acknowledges that he or she has	hehalf of Customer.
The undersigned acknowledges that he of she had execute this Letter of Agency and Authorization or	
Customer Authorization	BTS Representative
Customer Authorization	
· · · · · · · · · · · · · · · · · · ·	ALTERNATION AND ADMINISTRATION A
Signature	
	Printed/Typed Name
Printed/Typeu Name	
·y · ·	Title
Title	l inc
	·
	Contact Tel. No.
Contact Tel. No.	
Datad	Dated
Dated	
Billing Address	



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.

		Interstate	Off Shore		
Domestic	Intrastate		Outbound +1		\$0.11
Outbound 1+	\$0.029	\$0.029	Outdourie 11	US Virgin Islands	\$0.11
Inbound 8xx	\$0.035	\$0.035		Alaska	\$0.51
Canada 8XX		\$0.13		Hawaii	\$0.07
International		\$0.05		1 IBWAII	

Calling Cards			PR & USVI	Guam	N Mariana IS.
From: /To:	Continental US	AK& HI	\$0.179	\$0.328	\$0.365
Continental US		\$0.423	\$0.625	\$0.487	\$0.524
AK & HI		\$0.625	\$0.412	\$0.362	\$0.399
Canada		\$1.170 \$0.575	\$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	00.0.1		

at the Commitment	<u>\$0.00</u>
Monthly Commitment	\$0.00
Non Recurring Charges	<u>50.00</u>
Non need in	

Customer	
Svc Address	
Floor	
City/State	
Zip	



Schedule 3: Facility Services

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

	_			NRC	Total 36
		Price 36	Qty		\$331.68
From/To	Service Service	\$331.68	1	Waived	
1-2 3 Mb	ps Native LAN Extension (transport for IP)				
					
			 		
			 		

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 Utililies Commission of Ohio.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/22/2007 1:55:57 PM

in

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

Summary: Application Buckeye Telecommunications Application and Approval of 25 Contracts electronically filed by Stephen M Howard on behalf of Buckeye Telesystem, Inc.