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Attached contracts are not in electronic format and are not "source" documents.

December 20, 2007

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 22 Contracts

Dear Ms. Jenkins:

Please find attached an electronic copy of a completed Telecommunications Application Form and 22 contracts between Buckeye TeleSystem, Inc. and 22 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
cc: Thomas K. Dawson

WASHINGTON
1828 L St. NW
Eleventh Floor
Washington, DC 20036-5109
202.467.8800

CLEVELAND
1375 East Ninth St.
2100 One Cleveland Center
Cleveland, OH 44114-1724
216.479.6100

CINCINNATI
221 East Fourth St.
Suite 2000, Atrium Two
PO Box 0236
Cincinnati, OH 45201-0236
513.723.4000

ALEXANDRIA
277 South Washington St.
Suite 310
Alexandria, VA 22314
703.837.6999

AKRON
106 South Main St.
Suite 1100
Akron, OH 44308
330.208.1000

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
 (Effective: 09/19/2007)
 (Pursuant to Case No. 06-1345-TP-ORD)

In the Matter of the Application of Buckeye TeleSystem, Inc.)
 to approve certain contracts)

TRF Docket No. 90- 9037 – TP-TRF

Case No. 07 - 1017 - **TP** - **CTR**

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Buckeye TeleSystem, Inc.

DBA(s) of Registrant(s) Buckeye TeleSystem

Address of Registrant(s) 5555 Airport Highway, Suite 110 Toledo, Ohio 43615

Company Web Address www.buckeyetelesystem.com

Regulatory Contact Person(s) Thomas K. Dawson

Phone 419-724-9802

Fax 419-724-7074

Regulatory Contact Person's Email Address tdawson@buckeye-telesystem.com

Contact Person for Annual Report Thomas K. Dawson

Phone 419-724-9802

Address (if different from above)

Consumer Contact Information Joye Stevens

Phone 419-724-3863

Address (if different from above) 4818 Angola Road Toledo, Ohio 43615

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

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

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area,	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input checked="" type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

All Section I applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s).

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section II – Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG (Auto 90 day)	<input type="checkbox"/> NAG (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB (Non-Auto)	<input type="checkbox"/> ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		<input type="checkbox"/> ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)		
Other* (explain) _____				

**NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.*

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

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

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on (Date) 12-17-07 at (Location) Toledo, Ohio

*Signature and Title Thomas K. Dawson
Vice President

(Date) 12-17-07

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

VERIFICATION

I, Thomas K. Dawson

verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Thomas K. Dawson Vice President

(Date) 12-17-07

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

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

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

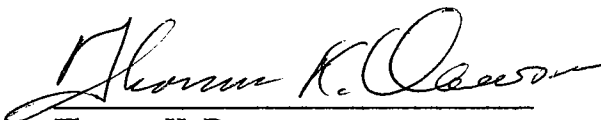
Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

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.

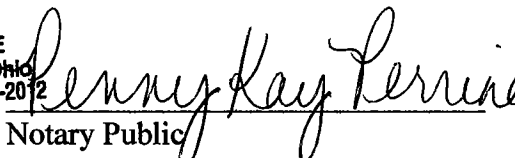


Thomas K. Dawson
Vice President

Sworn and subscribed before me in my presence this 17th day of December, 2007.



PENNY KAY PERRINE
Notary Public, State of Ohio
My Commission Expires 05-23-2012



Notary Public
My commission expires on 05/23/12



New ☐
Renewal ☒
Move/Transfer ☐

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

Bill Name _____
 Sec Bill Name _____
 Bill Address _____
 Flr/Room _____
 City/State _____
 Zip _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No
Build Required? No

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 19.95	13	\$ 259.35
Essential Line			
<i>Renewal Incentive Offer \$ 400.00 Off</i>			\$ 259.35 Waived
Monthly Total/Switched			
Non Recurring Charges			

Schedule		Term
Switched Local Services		60 Month
Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services		
Internet Services		

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

Date _____

Date _____

Date _____

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

Master Terms & Conditions

Term and 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 prices 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 BTE.

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

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

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

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

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

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

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

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

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

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

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

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications 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 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.

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

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

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

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment, and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall ensure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Site 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's Network physical interface or protocol used by the Customer in using Services.



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

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



Telecommunications Master Service Agreement

New ☐
 Renewal ☒
 Move/Transfer ☐

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

Customer _____	Bill Name _____
Svc Address _____	Sec Bill Name _____
Floor _____	Bill Address _____
City/State _____	Fir/Room _____
Zip _____	City/State _____
	Zip _____

Customer Contact _____	Billing Contact _____
Contact Tel # _____	Contact Tel # _____
	Tax Exempt? No
	Build Required? No

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 21.95	10	\$ 219.50
Essential Lines			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Monthly Total/Switched			\$ 219.50
Monthly Total/Switched/Facility/Internet			\$ 219.50
Non Reoccurring Charges			\$ -

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

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

_____ Authorized Customer Representative	_____ Title
_____ Title	_____ Date
_____ Date	

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

Master Terms & Conditions

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

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

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

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

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

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

Termination: Penalties: Cancellation of Service by the Customer.

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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

0.024 per minute
64 since 04



BUCKEYE
TeleSystem

Telecommunications Master Service Agreement

New ☒
Renewal ☐
Move/Transfer ☐

Date _____

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

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

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Rm _____
City/State _____
Zip _____

Customer Contact _____
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No
Build Required? No

	Monthly Unit	Qty	Monthly Total
Switched Local Services			
Premium Line	\$ 43.95	10	\$ 439.50
Essential Line	\$ 21.95	7	\$ 153.65
			\$ 593.15
Monthly Total/Switched			\$ 740.15
Monthly Total/Switched/Facility/Internet			Waived
Non Recurring Charges			
Renewal Incentive Offer-One Time Credit	593.15	1	\$ (593.15)

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

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

Authorized Customer Representative

Title

Date

Title

Date

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



Master Terms & Conditions

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

(C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus

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

If the full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term is 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.

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.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



Telecommunications Master Service Agreement

New ☐
 Renewal ☒ IP Upgrade
 Move/Transfer ☐

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

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

Bill Name _____
 Sec Bill Name _____
 Bill Address _____
 Flr/Rm _____
 City/State _____
 Zip _____

Customer Contact _____
 Contact Tel # _____

Billing Contact _____
 Contact Tel # _____

Tax Exempt? No
 Build Required? No

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 45.95	2	\$ 91.90
Premium Line	\$ 23.95	10	\$ 239.50
Essential Line			
			\$ 331.40
Monthly Total/Switched			\$ 439.40
Monthly Total/Switched/Facility/Internet			Waived
Non Recurring Charges			
Renewal Incentive Offer-One Time Credit	\$331.40	2	\$ (662.80)

Schedule		Term
Switched Local Services		24 Month
Additional Schedules	Attach	Term
National Services	X	24 Month
Facility Services	X	24 Month
Internet Services	X	24 Month

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

 Authorized Customer Representative
 Title _____
 Date _____

 Title _____
 Date _____

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

Master Terms & Conditions

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

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

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

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 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 in 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 performance of 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 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, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Calling Cards					
From: / To:	Continental US	AK & HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.579	\$0.577	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



Date of Contract

National Services/Switchless

SERVICE AND TERM

Customer agrees to a minimum term length and service type as indicated in the attached Exhibits which are provided by Buckeye TeleSystem (BTS):

GENERAL

- Term begins immediately upon the service installation (billing) date.
- 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.

PRICING

- All National Services pricing is indicated in the attached Exhibits.

TERMINATION

- If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all previously unbilled or waived Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Minimum Commitments and Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms. This Agreement shall become effective as of the Effective Date, shall continue in effect for the term indicated on the Contract and shall be automatically renewed for successive one (1) year periods unless written notification of termination is provided within 60 days of renewal.

ASSIGNMENT

Neither this Agreement, nor any rights or obligations of Customer in this Agreement, shall be transferable or assignable by Customer without BTS's prior written consent and any attempted transfer or assignment Limitations may hereof by Customer not in accordance herewith shall be null and void.

- This Agreement is subject to the general terms, conditions and rates of the applicable Buckeye TeleSystem (BTS) and/or carrier tariff(s) and/or Service or Credit Application forms executed in connection with the service provided herein. This Agreement guarantees the price(s) for the applicable service(s) during the term specified in the attached Exhibits.

As authorized agent of Customer, I agree to the above terms and conditions:

Customer:

By: _____
Name: _____
Title: _____
Street: _____
City/State/Zip: _____
Date: _____

AE _____

Buckeye TeleSystem:

By: _____
Name: _____
Title: _____
Date: _____

Master Terms & Conditions

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer. If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal 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 experienced by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

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

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

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

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

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

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

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

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

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

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

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

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

Switchless Voice

Customer _____
 Address _____
 City _____
 State _____ Zip _____



Domestic	Intrastate	Interstate
Outbound 1+	\$0.049	\$0.049
Inbound 8xx	\$0.049	\$0.049

Off-Shore	Territories
Outbound 1+	Puerto Rico \$0.110
	U.S. Virgin Islands \$0.110
	Alaska \$0.510
	Hawaii \$0.070

Calling Cards	To:					
Outbound 1+	Continental US	AK & HI	Canada	PR & USVI	Guam	N. Mariana Is.
From:						
Continental US	\$0.123	\$0.423	\$0.130	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.777	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.311	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.431	\$0.679	\$0.377	\$0.414

A \$1.75 surcharge will be applied per operator assisted call originating from the Continental United States in addition to any applicable metered charges for the call.

Initial _____

International	Country
Outbound 1+	CANADA \$0.110

** International calling rates are country specific, and are provided upon request.

No minimum commitment, No monthly fee, contract term: 12 months

Customer: _____

Title: _____

By: _____

Date: _____

(print)



Telecommunications Master Service Agreement

New ☐

Renewal ☒

Move/Transfer ☐

Date _____

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

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

Bill Name _____
 Sec Bill Name _____
 Bill Address _____
 Flr/Room _____
 City/State _____
 Zip _____

Customer Contact _____
 Contact Tel # _____

Billing Contact _____
 Contact Tel # _____

Tax Exempt? No
 Build Required? No

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 21.95	6	\$ 131.70
Essential Business Line			
Monthly Total/Switched			\$ 131.70
Non Reoccurring Charges			Waived

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

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

 Title

 Date

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

Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement upon written notice to the defaulting party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

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

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

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

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



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

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

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

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

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

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



BUCKEYE TeleSystem[®]

Telecommunications Master Service Agreement

New ☐
Renewal ☒
Move/Transfer ☐
Upgrade EDIA

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

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

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room _____
City/State _____
Zip _____

Customer Contact _____
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No
Build Required? No

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 43.00	1	\$ 43.00
Standard System Feature	\$ 15.00	15	\$ 225.00
Analog Centrex Line/Flat Rate	\$ 6.75	15	\$ 101.25
Flat Rate Usage			
			\$ 369.25
Monthly Total/Switched			\$ 509.24
Monthly Total/Switched/Facility/Internet			Waived
Non Reoccurring Charges			

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

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

Authorized Customer Representative

Title

Date

Title

Date

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

Master Terms & Conditions

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



Telecommunications Master Service Agreement

New ☐
 Renewal ☒
 Move/Transfer ☐

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

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

Bill Name _____
 Sec Bill Name _____
 Bill Address _____
 Fir/Room _____
 City/State _____
 Zip _____

Customer Contact _____
 Contact Tel # _____

Billing Contact _____
 Contact Tel # _____

Tax Exempt? No _____
 Build Required? No _____

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 415.95	1	\$ 415.95
ISDN PRI Pkg/Voice/Flat*	\$ 180.00	1	\$ 180.00
DS-1 Link (Transport for PRI)	\$ 19.50	6	\$ 117.00
Business Lines/Message Rate**	\$ 9.50	1	\$ 9.50
Group 100 DID's			
***Message Rate Usage billed @ \$.07 per call			
*Flat Rate Usage			\$ 722.45
Monthly Total/Switched			Waived
Non Recurring Charges			

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

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

 Authorized Customer Representative

 Title

 Date

 Title

 Date

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

Master Terms & Conditions

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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



Schedule 2: National Switched Voice Services

Month to Month Agreement _____ (initial)

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



Telecommunications Master Service Agreement

New ☐
 Renewal ☒
 Move/Transfer ☐
 New EDIA

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

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

Bill Name _____
 Sec Bill Name _____
 Bill Address _____
 Flr/Room _____
 City/State _____
 Zip _____

Customer Contact _____
 Contact Tel # _____

Billing Contact _____
 Contact Tel # _____

Tax Exempt? No
 Build Required? No

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 180.00	1	\$ 180.00
Digital Trunk DS-1	\$ 11.00	16	\$ 176.00
2-Way Channel	\$ 6.75	2	\$ 13.50
Flat Rate Usage (for 2-Way Channels)			
			\$ 369.50
Monthly Total/Switched			\$ 603.99
Monthly Total/Switched/Facility/Internet			Waived
Non Reoccurring Charges			

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

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

 Authorized Customer Representative

 Title

 Date

 Date

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

Master Terms & Conditions

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



Telecommunications Master Service Agreement

New ☒
 Renew ☐
 Move/Transfer ☐

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

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

Bill Name _____
 Sec Bill Name _____
 Bill Address _____
 Flr/Room _____
 City/State _____
 Zip _____

Customer Contact _____
 Contact Tel # _____

Billing Contact _____
 Contact Tel # _____

Tax Exempt? No
 Build Required? No

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 10.00	1	\$ 10.00
Remote Forward Virtual Line	\$ 12.75	1	\$ 12.75
Enhanced Voice Mailbox		1	Usage based
Toll Free			
			\$ 22.75
Monthly Total/Switched			\$ 22.75
Monthly Total/Switched			\$ 30.00
Non Recurring Charges			

Schedule		Term
Switched Local Services		12 Month
Additional Schedules	Attach	Term
National Services	X	12 Month
Facility Services		
Internet Services		

for Toll-Free
 VTN NO PIC

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

 Authorized Customer Representative

 Title

 Date

 Title

 Date

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

Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment, and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall ensure 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 Services.



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

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



Telecommunications Master Service Agreement

New ☒
Renewal ☐
Move/Transfer ☐

Date _____

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

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

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room _____
City/State _____
Zip _____

Customer Contact _____
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No
Build Required? No

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 23.95	5	\$ 119.75
Essential Lines			
Monthly Total/Switched			\$ 119.75
Monthly Total/Switched			\$ 119.75
Non Reoccurring Charges			Waived
Customer Acquisition Credit-One Time Credit	(\$119.75)	3	(\$359.25)

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

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

Authorized Customer Representative

Title

Date

Date

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

Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



Telecommunications Master Service Agreement

Date _____

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

New ☒

Renewal ☐

Move/Transfer ☐

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

Bill Name _____
 Sec Bill Name _____
 Bill Address _____
 Flr/Room _____
 City/State _____
 Zip _____

Customer Contact _____
 Contact Tel # _____

Billing Contact _____
 Contact Tel # _____

Tax Exempt? No _____
 Build Required? No _____

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 21.95	3	\$ 65.85
Essential Lines			
			\$ 65.85
Monthly Total/Switched			\$ 65.85
Monthly Total/Switched/Facility/Internet			Waived
Non Recurring Charges			

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

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

 Authorized Customer Representative

 Title

 Date

 Title

 Date

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

Master Terms & Conditions

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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



Schedule 2: National Switched Voice Services

Month to Month Agreement _____ (initial)

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

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

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

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

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



Telecommunications Master Service Agreement

Date _____

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

New ☒
Renewal ☐
Move/Transfer ☐

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

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room _____
City/State _____
Zip _____

Customer Contact _____
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No
Build Required? No

Switched Local Services	Monthly Unit	Qty	Monthly Total
Essential Line	\$ 26.95	3	\$ 80.85
			\$ 80.85
Monthly Total/Switched			\$ 80.85
Monthly Total/Switched			\$ 90.00
Non Reoccurring Charges			

Schedule		Term
Switched Local Services		12 Month
Additional Schedules	Attach	Term
National Services	X	12 Month
Facility Services		
Internet Services		

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

Authorized Customer Representative

Title

Date

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

Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



Telecommunications Master Service Agreement

Date _____

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

New ☒
Renewal ☐
Move/Transfer ☐

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

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room _____
City/State _____
Zip _____

Customer Contact _____
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No _____
Build Required? No _____

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 27.95	2	\$ 55.90
Essential Line			
			\$ 55.90
Monthly Total/Switched			\$ 55.90
Monthly Total/Switched			\$ 60.00
Non Recurring Charges			

Schedule		Term
Switched Local Services		Month to Month
Additional Schedules	Attach	Term
National Services	X	Month to Month
Facility Services		
Internet Services		

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

Authorized Customer Representative

Title

Date

Title

Date

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

Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Schedule 2: National Switched Voice Services

Month to Month Agreement _____ (initial)

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



Telecommunications Master Service Agreement

Date _____

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

New ☒
Renewal ☐
Move/Transfer ☐

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

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room _____
City/State _____
Zip _____

Customer Contact _____
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No
Build Required? No

	Monthly Unit	Qty	Monthly Total
Switched Local Services			
ISDN PRI Pkg/Voice (Flat Rate usage included)	\$ 370.00	1	\$ 370.00
DS-1 Link (for PRI Transport)	\$ 180.00	1	\$ 180.00
Monthly Total/Switched			\$ 550.00
Monthly Total/Switched/Facility/Internet			\$ 950.99
Non Recurring Charges			Waived

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

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

Authorized Customer Representative

Title

Date

Title

Date

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

Master Terms & Conditions

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



Telecommunications Master Service Agreement

Date _____

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

New ☐
Renewal ☒
Move/Transfer ☐

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

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room _____
City/State _____
Zip _____

Customer Contact _____
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? Yes _____
Build Required? No _____

	Monthly Unit	Qty	Monthly Total
Switched Local Services			
Business Line/Message Rate*	\$ 19.00	22	\$ 418.00
*Message Rate billed at \$0.07 per call			
Monthly Total/Switched			\$ 418.00
Non Recurring Charges			Waived

Schedule		Term
Switched Local Services		60 Month
Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services		
Internet Services		

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

Authorized Customer Representative

Title

Date

Date

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

Maste: 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 in Company and will not be disclosed by Customer to any party outside of Customer's business entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule 2: National Switchless 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.

SWITCHLESS

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



Telecommunications Master Service Agreement

Date _____

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

New ☒

Renewal ☐

Move/Transfer ☐

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

Bill Name _____
 Sec Bill Name _____
 Bill Address _____
 Flr/Room _____
 City/State _____
 Zip _____

Customer Contact _____
 Contact Tel # _____

Billing Contact _____
 Contact Tel # _____

Tax Exempt? No _____
 Build Required? No _____

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 47.95	1	\$ 47.95
Premium Line	\$ 25.95	1	\$ 25.95
Essential Line			
Monthly Total/Switched			\$ 73.90
Non Reoccurring Charges			Waived

Schedule		Term
Switched Local Services		12 Month
Additional Schedules	Attach	Term
National Services	X	12 Month
Facility Services		
Internet Services		

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

<p>_____ Authorized Customer Representative</p> <p>_____ Title</p> <p>_____ Date</p>	<p>_____ _____</p> <p>_____ Title</p> <p>_____ Date</p>
---	--

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

Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



Telecommunications Master Service Agreement

Date _____

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

New ☒

Renewal ☐

Move/Transfer ☐

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

Bill Name _____
 Sec Bill Name _____
 Bill Address _____
 Flr/Room _____
 City/State _____
 Zip _____

Customer Contact _____
 Contact Tel # _____

Billing Contact _____
 Contact Tel # _____

Tax Exempt? No _____
 Build Required? No _____

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 21.95	6	\$ 131.70
Essential Lines			
Monthly Total/Switched/Facility/Internet			\$ 131.70
Non Recurring Charges			Waived

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

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

 Authorized Customer Representative

 Title

 Date

 Title

 Date

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

Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



Telecommunications Master Service Agreement

Date _____

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

New ☒
Renewal ☐
Move/Transfer ☐

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

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room _____
City/State _____
Zip _____

Customer Contact _____
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No _____
Build Required? No _____

Switched Local Services	Monthly Unit	Qty	Monthly Total
Essential Lines	\$ 21.95	4	\$ 87.80
Monthly Total/Switched/Facility/Internet			\$ 87.80
Non Recurring Charges			Waived

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

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

Authorized Customer Representative

Title

Date

Title

Date

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

Master Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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 Indemnifying Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

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

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

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

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

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

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

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

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



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

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



Telecommunications Master Service Agreement

Date _____

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

New ☐

Renewal ☒

Move/Transfer ☐

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

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room _____
City/State _____
Zip _____

Customer Contact _____
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No
Build Required? No

Switched Local Services	Monthly Unit	Qty	Monthly Total
Essential Line	\$ 21.95	8	\$ 175.60
Monthly Total/Switched			\$ 175.60
Monthly Total/Switched			\$ 175.60
Non Reoccurring Charges			Waived

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

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

Date

Date

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

Master Terms & Conditions:

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer.
If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal 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 incurred by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorated portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



Telecommunications Master Service Agreement

Date _____

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

New ☐

Renewal ☒

Move/Transfer ☐

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

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room _____
City/State _____
Zip _____

Customer Contact _____
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No _____
Build Required? No _____

	Monthly Unit	Qty	Monthly Total
Switched Local Services	\$ 21.95	14	\$ 307.30
Essential Line			
			\$ 307.30
Monthly Total/Switched			\$ 307.30
Monthly Total/Switched			Waived
Non Reoccurring Charges			

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

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

Authorized Customer Representative _____

Title _____

Date _____

Date _____

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

Master Terms & Conditions

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer.

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

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

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

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

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

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

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

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

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

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

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

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



Schedule 2: National Switched Voice Services

36 Month Agreement _____ (initial)

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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



BUCKEYE

TeleSystem

Telecommunications Master Service Agreement

Date _____

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

New ☐Renewal ☒Move/Transfer ☐

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

Bill Name _____
Sec Bill Name _____
Bill Address _____
Flr/Room _____
City/State _____
Zip _____

Customer Contact _____
Contact Tel # _____

Billing Contact _____
Contact Tel # _____

Tax Exempt? No
Build Required? No

Switched Local Services	Monthly Unit	Qty	Monthly Total
Essential Line	\$ 21.95	7	\$ 153.65
Monthly Total/Switched			\$ 153.65
Monthly Total/Switched			\$ 153.65
Non Recurring Charges			Waived

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

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

Authorized Customer Representative

Title

Date

Title

Date

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

Master Terms & Conditions

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

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

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

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

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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or 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 catastrophe; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments; or of any federal, state or local governments, or of any Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrection; riot; war; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer. If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal 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 rata portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due to the Company by the Customer had the contract run to term.

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.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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

This foregoing document was electronically filed with the Public Utilities

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

Summary: Application Buckeye Telesystem, Inc.'s Telecommunications Application Form and Approval of 22 Contracts electronically filed by Stephen M Howard on behalf of Buckeye Telesystem, Inc.