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Legal Counsel

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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

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 T	eleSystem, Inc.	TRF Docket No. 9	0- <u>9037 – TP-TRF</u>	
to approve certain contracts)	Case No. <u>07 - 1</u> NOTE: Unless you ha leave the "Case No" fi	ve reserved a Case # or ar	e filing a Contract,
Name of Registrant(s) <u>Buckeye TeleSystem</u> , In DBA(s) of Registrant(s) <u>Buckeye TeleSystem</u> Address of Registrant(s) <u>5555 Airport Highwa</u> Company Web Address <u>www.buckeyetelesyste</u> Regulatory Contact Person(s) <u>Thomas K. Daw</u> Regulatory Contact Person's Email Address <u>to</u> Contact Person for Annual Report <u>Thomas K.</u> Address (if different from above) Consumer Contact Information <u>Joye Stevens</u> Address (if different from above) <u>4818 Angola</u> Motion for protective order included with filin Motion for waiver(s) filed affecting this case?	y, Suite 110 Toledo, Cem.com son dawson@buckeye-teles Dawson Road Toledo, Ohio g? Yes No	Phone <u>419-7</u> ystem.com 0. 43615	Phone <u>4</u> Phone <u>4</u>	19-724-7074 19-724-9802 19-724-3863
Section I – Pursuant to Chapter 4901:13 submitting this form by checking the both NOTES: (1) For requirements for various application supplemental application form noted. (2) Information regarding the number of copies requivww.puco.ohio.gov under the docketing information division at the offices of the Commission.	exes below. CMRS particles, see the identified section wired by the Commission wired wired by the Commission wired by the Commission wired by the Comm	roviders: Please see ion of Ohio Administrati may be obtained from the	the bottom of Section we Code Section 4901 an Commission's web site i	on II. d/or the at
Carrier Type Other (explain below)	☐ ILEC		☐ CTS	☐ AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	TRF 1-6-04(B) (0 day Notice)	☐ TRF <i>1-6-04(B)</i> (0 day Notice)	,	
New Service, expanded local calling area,	TTA 1-6-04(B) (0 day Notice)	☐ ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions,	ATA 1-6-04(B)	☐ ATA 1-6-04(B)		
Introduce non-recurring service charges	(Auto 30 days)	(Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	☐ ATA <i>1-6-04(B)</i> (Auto 30 days)	☐ ATA <i>1-6-04(B)</i> (Auto 30 days)		
Business Contract	CTR 1-6-17 (0 day Notice)	CTR 1-6-17 (0 day Notice)		
Withdrawal	Non-Auto)	ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	SLF 1-6-04(B) (Auto 30 days)		
<u>Tier 2 Regulatory Treatment</u>				
Residential - Introduce non-recurring service charges	☐ TRF <i>1-6-05(E)</i> (0 day Notice)	TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	TRF 1-6-05(C) (0 day Notice)	☐ TRF 1-6-05(C) (0 day Notice)	☐ TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	TRF 1-6-05(E) (0 day Notice)	TRF 1-6-05(E) (0 day Notice)	TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	☐ CTR 1-6-17 (0 day Notice)	CTR 1-6-17 (0 day Notice)	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

Section 1 - Part II - Certificate Status a	nd Procedurai			
Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		☐ ACE 1-6-10	☐ ACE 1-6-10	☐ ACE 1-6-10
- Continuation (See Supplemental Asia form)	ATA (0.00(0)	(Auto 30 days)	(Auto 30 days)	(Auto 30 days)
Add Exchanges to Certificate	ATA 1-6-09(C) (Auto 30 days)	AAC 1-6-10(F) (0 day Notice)	CLECs must attach a c Exchange Listing Form	
Abandon all Services - With Customers	☐ ABN 1-6-11(A)	☐ ABN 1-6-11(A)	ABN 1-6-11(B)	ABN 1-6-11(B)
	(Non-Auto)	(Auto 90 day)	(Auto 14 day)	(Auto 14 day)
Abandon all Services - Without Customers		☐ ABN <i>1-6-11(A)</i> (Auto 30 days)	ABN <i>1-6-11(B)</i> (Auto 14 day)	☐ ABN <i>1-6-11(B)</i> (Auto 14 day)
	ACN 1-6-14(B)	ACN 1-6-14(B)	☐ CIO 1-6-14(A)	CIO 1-6-14(A)
Change of Official Name	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice)
Change in Ownership	ACO 1-6-14(B)	ACO 1-6-14(B)	CIO 1-6-14(A)	☐ CIO 1-6-14(A)
onange in ownereinp	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice) (
Merger	☐ AMT 1-6-14(B) (Auto 30 days)	☐ AMT 1-6-14(B) (Auto 30 days)	☐ CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate	ATC 1-6-14(B)	ATC 1-6-14(B)	CIO 1-6-14(A)	☐ CIO 1-6-14(A)
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice)
Transaction for transfer or lease of	ATR 1-6-14(B)	ATR 1-6-14(B)	CIO 1-6-14(A)	CIO 1-6-14(A)
property, plant or business	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice)
<u>Procedural</u>				
Designation of Process Agent(s)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)	TRF (0 day Notice)	☐ TRF (0 day Notice)
All Section I applications that result following exhibits. Other exhibits members because the Exhibit Description: A The tariff pages subject to the B The Tariff pages subject to the Company of the Exhibit Description:	nay be required un	der the applicable as they exist before	e rule(s). e the change(s)	
the right margin.	use of the change(a)	the intent of the she	ango(a), and the aug	tamara affaatad
C A short description of the nat D A copy of the notice provided				
to the applicable rule(s).	to customers, along	With an ampavit that	tille flotice was pro	vided according
Section II – Carrier to Carrier (Pursua		•	er	
Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or	☐ NAG	☐ NAG		
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	☐ ARB (Non-Auto)	∐ ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		ATA (Auto 30 day)		
T		1 '''		1

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or	□ NAG	☐ NAG		
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	ARB (Non-Auto)	☐ ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,	(Non-Auto)	ATA (Auto 30 day)	-	
Introduce or change access service	☐ ATA			
pursuant to 07-464-TP-COI	(Auto 30 day)			
Request rural carrier exemption, rural	UNC	UNC		
carrier supension or modifiction	(Non-Auto)	(Non-Auto)		
Pole attachment changes in terms and	UNC	UNC		
conditions and price changes.	(Non-Auto)	(Non-Auto)		
CMRS Providers See 4901:1-6-15	RCC [Registration & Change in (0 day)	n Operations]	NAG [Interconnection Agree (Auto 90 days)	ement or Amendment]
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.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, <u>Buckeye TeleSystem, Inc.</u> (Name)

, and am authorized to make this statement on its behalf.

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

(Date) 12-17-07

*Signature and Title
Vice President

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.

approxim.	
VERIFICATION	
I, Thomas K. Dawson Jann F. Cano	
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) Wice President	(Date) <u>12-17-07</u>
*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent o	f 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

Oi

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 Publi

My commission expires on 05/23/12



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	Telecommunication				Move/Transfer
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4	Facility Services				
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	Signature by both parties on title with the master terms and conditions at the individual terms and p	nicing in	the ettached achado		
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	Date The information contained herein is confi	andiol B	nd proprietary and st	Joniq vot pe a	800000
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	(16 utlotterenza)				

Ministry 1970 a Suprament: Customer agrees to a minimum term length and service type as indicated in the stracted Schedules, which are provided by Buckeys TeleSystem (ETS). Temporal content of the initial term transforms to a Month To-Month somement for any reason perfectly upon the service installation (office) that is not continued to involve service in the Customer by the Company.

Whatespower the Chispother agrees to pay any increase in direct and/or third pany exhenses to involve service by the Customer by the Company.

mer unmountery upon the service musulation (unling) care. If Customer following the completion of the initial ferm usuationals to a Month-10-P ISSESONOR the Causomer agrees to pay any increase in direct and/or third pany 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 purpages. The service is offered publicut to the availability of familities and many portion of the reasons beyond the control of Company. Company has the right to limit the manner in which any portion of the reasons beyond the control of Company. Company has the right to limit the manner in which any portion of the spectred nersin.

[*Neth-oric*] Bused to protect the technical integrity of the Network. Captomar that the right to purchase additional like products at the price spectred nersin.

naming Law: This agreement is governed by and subject to the laws of the Stora of Ohio, the PCC and the builds of ETE

Non:—)-solooure: All prices, terms and conditions associated with this Agreement are propostary to Company and will not be disclosed by Customer to any party outside of Customer to any party outside of Customer to maintain prices.

Charges & Perment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable redered, area, and local based shell not be due defined than 19 pays from the date on the bill. If the bill is not paid by the due date (usually within 90 days of receipt), it then becomes past due. The Company shall present this for Rescurring there are nonthing to the bill. If the bill is not paid by the due to the Book and the Book area of the month which service is brookled.

Limited or Liability: The Company will not be inductor, incidental, aperial, consequential, exemplary, or punitive dismages to the Customer as a result of any company and not be inductor any decay or traduce of performance, equipment, or facilities, or the acts or omissions or negligance of the Company's employees or agents. The Company shall not be judiciously class or company shall not be purposed by the control performance of the company's employees or agents. The Company shall not be judiciously of the control performance of Figuration, direction, action, or request of the United States government or of any other government, including state and local government having or claiming jurisdiction over the Controlling, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more views factoral, state or local governments, or of any controlling of any one or more views unavailability of right-shakes. CONFERMING IN THE WARRENG AND ACTION OF COMPINED IN COMPINED WITH HEROMAL CONDUCTORS, RETRIEVED BY MORE HORSE LEGISLES ZERICOL.

Turn- Institute Penalties: Cancellation of Service by the Customer.

The 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 the Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason account of the Customer acceptance in the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than acceptance and the customer acceptance in any reason whatsoever other than acceptance and the customer acceptance in any reason whatsoever other than acceptance and the customer acceptance in acc 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 whateoever other service interruption (se defined within the applicable sertiff), or it is customer moves to another service address that Company cannot service the Customer agrees to pey:

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

(B) Is no described in any cancellation or termination charmes reasonably secured and exist to third parties by Company or banalt of Customer, plus

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

(B) A. W disconnection, early expecified on, or termination charges reasonably secured and peak to third parties by Company on banalt of Customer, plus

(C) This protests portion of a Resembion incomine Offer provided by Company to Customer, plus

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(C) The protests portion of a Resembion incomine that usually have been due too the Company by the Customer had the contract run to term.

(C) The full amount of a reservation incoming one; provided by company in 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 participation with the carried technical intent

Severability. In the event met one of more of the provisions herein shall tor say reason be need to be liegal of unenthessable, this day event met one of more of the parkey events in the parkey even WEIT-ENDY: BUCKEYE WAITERING THAT BEIVIORS SHALL BE DEFINANCE IN A LIMBLY AND PROTESSIONAL THE HEREBY EXCLUDED. COMPANY AND CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE THE TOTAL THE PROPOSED ARE HEREBY EXCLUDED. COMPANY AND CONCERNING THE PROPOSED ARE HEREBY EXCLUDED. COMPANY AND CONCERNING THE PROPOSED ARE HEREBY EXCLUDED. AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE TITLESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Dampary and Customer testi represents and warrants that the STATUTORY OR OTHERWISE, (INCLUDING BUT NOT CUSTOMER THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Dampary and Customer testi represents and that this support that and hindred collection amounts and represents and that this support that and particularly to even the order and particular that and authority to even to any particular that any partic FITH ESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and watering the fitting and authority to execute and perform this agreement, and that this agreement is a valid and bunding obligation entoroughly agreement in a contract of the entraction.

ILLIKE — THE TRIME OF THE SQUEETING WITHOUT WE EXECUTE BUT DESIGNED BUTCHERDE SQUEETING THE SQUEETING OF TH Mail ordenence: Buckeye shall be responsible for the maintenance of the Buckeye Natwork and Service Equipment and shall have the right to charge the Customer for its costs and strong the customer for its costs and strong the maintenance of the Buckeye Natwork and Service Equipment and shall have the right to charge the Customer for its costs and strong the customer of the customer of the strong that the customer of the custome Melizatements: Buckeys shall be responsible for the maintenance of the Buckeys Nativorit, and Service Equipment and shall have the right to charge the Customer for its ones and equipment not furnished by Buckeys or to repair damage or interruptions caused by the Customer or Customer's counterment.

pdiments: This Agreement may only be amended in writing and any amandment must be agreed to and algreed by both Company and Custon equipment.

Notice: The distance may choose to have holidas and SRIs delivered via U.S. Mail, in person, or electronically. The Customer shall designate on this Service Order as appropriate and services and services and services with the continues the services and services and other communicatives. Notice: The customer may choose to have notices and bills delivered via U.S. Wall, in person, or electronically. The Customer shall designate on the Senkes Order an appropriate sources to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address and notices and other all notices and other and o 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 continues that make or deliver all notices and to receive shall be maked or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall make or hand deliver permet on that the company shall designate on such bill for service to which the Customer shall make or hand deliver permet on that the company shall be separate address on each bill for service to which the Customer shall make to hand deliver permet to the sufficient to the service of the sufficient of the service of the service to which the company is a separate address on seach bill for service to which the customer shall make the sufficient to th

Claims: With mapper to any pervise or facility playsted by the Company, each party shall indemnity, and defend the other party from all claims, actions, domegas, labilities, coand expenses, including reasonable atterness less for (A) any loss, destruction, or demand to probably of the indemnified Perry or any finite batty, or the death of or injury to Ciel me: With respect to any service or facility provided by the Company, such party shall indomnify, and defend the other party from all claims, eclions, clamages, isolatives, create, and expenses, including reasonable attorneys bees for (A) any loss, destruction, or damage to properly of the indomnified Party or any finite party, or the death draft injury to end expenses, including reasonable attorneys bees for (A) any loss, destruction, or damage to properly of the indomnified Party or any finite party or including reasonable attorneys has been destructed from the negligent or intentional act or omission of the indomnifying party.

Decide Provisions: (1) Buckeye Telesystem's responsibility, other than specified herein, is to provide volce, data and video services to Customer per tip partir rates and charges with the provided to the provided to the provided to the provided to the partir rates and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and should be provided to the partir rates and charges and charges are partir rates and charges are partir rates.

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DeFault: If either party take to perform any material obligation within the Agreement or violeties any material form of condition of this Agreement, and such failure or violeties and the right to terminate this Agreement more written notice to the other native than the other native shall have the right to terminate this Agreement more written notice to the other native than the other native shall have the right to terminate this Agreement more written notice to the other native than the other native shall have the right to terminate this Agreement more written notice to the other native than the other native shall have the right to terminate this Agreement. Denault: If somet party take to perform any measures obligation within the Agreement of violates any material form or condition of this Agreement upon written notice to the surred within 30 days following receipt of a desault notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the surred within 30 days following receipt of a desault notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the

irrectivency. If either party talls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement upon written notice to the 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 sware of the presence of any aspessos or other hazardous substance (as defined by any applicable state, tederal, local hazardous waste or environmental law or regulation) at any sile where Buckey's to perform services under the Agreement. It during such parturnance Buckey's employees or hazardous waste or environmental law or regulation) at any sile where Buckey's to perform services under the Agreement. In common or countain the estimates an other hazardous estimates and to service environmental law or regulation. hazardous waste or arrifonmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such partormance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at the own expense, to remove or contain this capeans or other hazardous substance and the formation of the professor of the professor of the substance of the professor of the pr tast 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 Lintil the removal or configuration and suckeys. Performance obligations under this Agreement shall be suckeyed or configuration and supposed by the appropriate Bovernmental expensy and Buckeye shall entire stuckeye to terminate this Agreement working of the delay caused by said deen up or terminat. Customer a failure to remove or contain the hazardout subspance shall entire fundament the Agreement until termination.

**Activotrunther liability. If Buckeye so terminates. Customer shall reimburse Buckeye for excenses incurred to certomain this Agreement until termination. Extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazarded is substance shall entire all electors to some without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Chests Approval: This agreement is subject to customer establishment of credit washiness in accordance with established MTS5 provisions. The Company may request en

Fecilities and Equipment The Customer stipli provide at all times suitable secure accompandation, assistance, facilities, and anvironmental conditions for the Installation and Provide at all times suitable secure accompandation, assistance, facilities, and anvironmental or addition of Benute. The Customer theorem and all necessary electrical nows: supplies and other installations and fillings and for the commissioning and provide at all times suitable. ्राच्याम Approva: । na agrednen a aunjed p cuarojnat earpisameth क cromvoumeas in accordance wat et क्रोपकाल प्रमुगानाम बातील प्रेट्टिंग के क्रव्यापेशांक भीते सिंदिने वाले पेर प्रायम्ब्यान लें कि सिंदी होती जिन्हत्तिस्थी above. Facilities and Equipment: The Customer shall provide at all times autiquite sacture accommodation, assistance, facilities, and anyton mental conditions for the linear latting and providing of Environment and all necessary electrical power supplies and other installations and filtings and for the Commissioning and providing of the Gaza and in accordance with enterlations are electrical power applies and other installations and filtings and for the Commissioning and providing and in accordance with the street such preparation and provision are effected at the Customer's sole cost before Convice and Economic Equipment are installed at the Gaza and in accordance with the street such preparation and provision are effected at the Customer's sole cost before Convice and Economic Equipment are installed at the Gaza and in accordance with the street such preparation and provision are effected at the Customer's sole cost before Convice and Economic Equipment are installed at the Gaza and in accordance with the street such preparation and Provision are effected at the Customer's sole cost before Convice and Economic Equipment are installed at the Gaza and in accordance with

Standard of Service. Buckeys reserves the right to modify, change, add to or replace the Buckeys Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeys's own expense and Buckeys shall use reasonable endeavors to ensure it does not materially the Buckeys held out at Buckeys's own expense and Buckeys shall use reasonable endeavors to ensure it does not materially the Buckeys held out at protocol used by the Change and material standard to the Buckeys held out at protocol used by the Change and material standard out at a protocol used by the Change and material standard out at the Buckeys held out at protocol used by the Change and material standard out at the Buckeys held out at the Buckeys Cuttomet in using Services.



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

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

Commission and the Public Utilities Commission of Onio.

Commission and are			
Domestic Intrastate	\$0.635 \$0.13		\$0.77
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International	Canada	Q2.00				
2-844				Guam	N Mariana IS.	į
Calling Cards		AK& HI	PR & USVI	\$0,328	\$0.365	
From: / To:	Continental US	\$0.423	\$0.179	\$0,487	\$0.524	
Continental US	\$0,123	\$0.625	\$0.625	\$0.362	\$0.399	1
AK & HI		\$1.170	\$0.412	\$0.377	\$0,414	1
Canada		\$0.575	\$0.679			
PR & USV	3U-21	And the state of t	_			

	\$0.00
Monthly Commitment	\$0,00
Non Recurring Charges	

Customer	· · · · · · · · · · · · · · · · · · ·
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Telecommunications Master Service Agreement

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Term of Agreement: Customer agrees to a minimum term tength and service typs as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term Term of Agresienters. Customer agrees to a minimum term length and service type as morcated in the attached Schedules, which are provided by Buckeye Telebystem (BTS). The begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason אונים אונים באונים באונים באונים באונים באונים מאונים באונים באו

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 level from the transfer beyond the service of the service of the transfer beyond the service of t General: The service is lumished 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 tilene to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

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

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

Limitation Of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company special or any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any delay or labeled any delay or labe Limitation o

Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equilipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be 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, thood, explosion, or other catastrophes; any law, order, regulation, direction, action, action to cause and reasonably within its control, including but not limited to: acts of God, fire, thood, explosion, or other catastrophes; any law, order, regulation, direction, action, action to the limited States coverages of a purpless coverages includes state and local coverages to the United States coverages or all any other coverages includes state and local coverages. equipment dile to causes not reasonably within its control, including but not limited to: acts of God, fire, floor, 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 naving 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.

- I remination in remailles. Cancellation of Service by the Customer.

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

 If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service and the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service and the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service and the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service and the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service and the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service. if a customed reminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatses interruption (4as defined within the applicable tariff), or it a Customer moves to another service address that Company cannot service the Customer agrees to pay.
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

- (C) The proxime purpose of a relational incentive cost provided by company to customer, plus

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

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent Severability: In the event that one of more of the provisions neterin shall for any reason be near to be niegal or unemorceable, this Agreement shall be revised is consistent with the parties' original intent.

necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Eluckeys warrants that Services shall be performed in a fimely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE WARTANTY: ENUCKEYE WARTANTS THAT SERVICES SMAIL OF PERFORMED IN A TIMETY AND PROPERTY OF OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEME N.T., ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIEU, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it FILINESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE PIEREDT EACCUDED, Company and Customer each represents and warrants that has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the This run region 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.

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

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address. Notice: The customer may choose to have notices and bills delivered via U.5 Mail, in person, or electronically. The customer shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be milled by delivered electropically. The Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company shall deliver all notices and other communications. to which the Company shall deliver all notices and other communications, except that the customer may also designate a separate address to which the Customer shall mail or deliver all notices and other communications, be mailed Or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, be mailed Or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or hand deliver payment on that bill. Anangements 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. Anangements also can be made except that, the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made 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 required to be given pursuant to the tariff will be in writing. to dealth card or electronic transfer or runos to pay ones. An induces or other communications required to the given pursuant to the tariff will be in writing. Notices and other communications of either party and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and Claims: With respect to any service or racing provided by the Company, each party shall indemnify, and detend the dutier party from all claims, actions, damages, liabilities, costs, and expenses, in cluding reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses, in cluding reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses, in cluding reasonable attorneys rees for (A) any loss, destruction, or damage to property of the indemnitied Party or any third party, or the death of or injury to persons, the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, agents, the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, agents, and the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, agents, and the loss of the indemnity party of the indemnity party or any third party or injury to persons, and the indemnity party of the indemnity party of the indemnity party. extent the Loss, destruction, damage, dearn, or injury was caused by or resulted from the negligent or intentional act or onlission or the indemnitying marry, its employees, agents, representatives, or invitees; and (B) intringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, ansing from and to the extent

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within Appendit Provisions. (1) duckeys releases a responsibility, other man specified nerein, is to provide voice, data and video services to Customer per its tarm rates and charges will MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. In the other code the companied local maps. The page response has been provided by companied local maps. NATION SIZE TOZOTO INTERVAL OF INSTANCIACION IN accordance with possible exceptions stated on Page 1 (2) The information contained trends to confluencial and proprietary and should not be inclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, liming and use of such

Force Majeurre: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement Force wapeurs: weither party shall be jiable 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 the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage to the extent, that such damage of latture is due to any cause beyond the arst party's reasonable control including wallout minitation any act of Government, highway authorities, public telecommunications of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications or power supplies, 1100g, grought, lighting or tire, sinke, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications of the Service Equipment or any part of the service Equipment of the se

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 Default; if either party tails to perform any material obligation within this Agreement or violates any material term of conduction of this Agreement, and such tailore of violation is not currently 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 account to the party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not account to the party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not Insolvency. It either party falls to perform any material obligation within his Agreement or violates any material term or condition or this Agreement, and such falling or including the condition of the defaulting of the condition of the defaulting of the defaulting of the condition of the defaulting of the condition of the defaulting of the defaulting of the condition of the defaulting of the condition of the defaulting o

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local Hazardous Substances: Customer certiles that it is not aware of the presence of any aspestos or other nazaroous substance (as defined by any applicable state, tederal, local hazardous swaste 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 accounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the aspectors of other hazardous substance and to lest the premise accounter any such substance. Customer agrees to take all necessary steps, at its own expense, to remove or contain the aspector of the workers. Buckeye may suspend performance under this Agreement until the computer of the workers. encounter any such substance, customer agrees to take all necessary steps, at its own expense, to remove or contain the assestors or other nazaroous substance and to test the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or contains not become one step of the contains and the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or contains and the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or contains and the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or contains and the protection of the workers. to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement until the removal or contain the hazardous substance shall entitle Burkeye to Legislate this Agreement until the removal or contain the hazardous substance shall entitle Burkeye to Legislate this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance congations under this Agreement without further fiability. If such as do 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 fiability. If causeu vy salu clean up or removal. Customer's failure to remove or comain the nazarous substance shall entire outsieve to te Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Pachities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing.

Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure such pre-parallion and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications such that the Sites and in accordance with the specifications.

Staindard 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 Staindard of Service: Buckeye reserves the right to modify, change, and to or replace the Buckeye Network of the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially delired from, replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially delired from, replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially delired from the Buckeye Mahuret obtained interiors of control to the Buckeye Mahuret obtained interiors. 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 delract from, require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using require.



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 Alaska \$0.51 International Canada \$0.05 Hawaii \$0.07
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International					
Calling Cards From: / To: Co Continental US AK & HI Canada	50.123 \$0.490 \$0.294 \$0.211	AK& HI \$0.423 \$0.625 \$1.170 \$0.575	PR & USVI \$0.179 \$0.625 \$0.412 \$0.679	Guam_ \$0.328 \$0.487 \$0.362 \$0.377	N Mariana IS. \$0.365 \$0.524 \$0.399 \$0.414
PR & USVI	\$U.Z11				

	\$0.00
Monthly Commitment	\$0.00
Non Recurring Charges	

Customer	
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City/State	
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Svc Address		Bill	Address		
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Essential Line			Ψ		
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	Date The information contained herein is cor				

Term of Agree ment: Customer agrees to a minimum term tempth and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immedicately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason degins immediately upon the service installation (dilling) date. It Customer tollowing the completion of the final term transmitted of almostic results of the control of the control of the company. Whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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

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

Charges & Pa yment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable tegeral, state, and local taxes shall not be due earlier than Charges & ra yment. Payment or service, instantion, and monthly recorning and require charges, including applicable reductal, siete, and local taxes shall not be due damer than a days from the date on the bit. If the bill is not paid by the due date (usually within 30 days of receipt), if then becomes past due. The Company shall present bills for Recurring charges and the state of the month which reduced the mo

Limitation of Liability: The Company will not be hable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company Limitation of Liability: The Company will not be liable for any 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, requisition of causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, requisition of causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, requisition of causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, requisition of causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, requisition of catastrophes; and catastrophes; and catastrophes; any law, order, requisition of catastrophes; and catast 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, commit ission, bureau, corporation, or other instrumentality of any one or more of these tederal, state or local governments, or of any military authority; preemption of existing any law, or other instrumentality of any one or more of these tederal, state or local governments, or of any military authority; preemption of existing in completing with patients and precedence insurant programments are considered. service in com pliance with national emergencies; insurrections; riots; wars, unavailability of rights-of-way.

lemination —enautes. Cancellation of Service by the Customer.

If a Customer Leminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service. if a customer Lemmanes services at the above service address before the completion of the initial term of any subsequent renewal terms of any reason whatsee interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay: (B) Any discon nection, early cancellation, or termination charges reasonably incurred and paid to firird parties by Company on behalf of Customer, plus

- (C) The prorate portion of a Relention Incentive Offer provided by Company to Customer, plus

(D) The full am ount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term. Severability. In the event that one or more of the provisions herein shall for any reason be held to be illegal or unentorceable, this Agreement shall be revised only to the extent Severability. It the event that the or more of the provisions herein shall for any reason be held to be neglect dreamor create, this Agreement as revised is consistent with the parties' original intent. necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE Warranty: Buckeye 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 is a progression of the services of any PART THEREOF FOR A PARTICULAR PURPOSE) and binding obligation enjoyee also sprained it is progressionally the services of any PART THEREOF FOR A PARTICULAR PURPOSE) and binding obligation enjoyee also sprained it is progressionally the services of the service FINESS OF LIME SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE REREBT EXCLUDED. Company and Customer Bach represents and warrants that this agreement is a valid and binding obligation enforceable against it in accordance with the large of the company. terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address Notice. The customer may choose to have notices and ones delivered via u.5 mail, in person, or electronically. The Customer shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall notice and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall notice and other communications. to which the Company shall deliver all notices and other communications, except that the customer may also designate a separate address to which the Customer shall mail or deliver all notices and other communications, by mail that the Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, be mailed or delivered electronically. The Company shall designate on the Service Groef an address to which the Customer shall mail or hand deliver payment on that bill. Afrangements 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. Afrangements 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. Afrangements also can be made except that the Company may designate a separate address on each bill to: service to which the customer shall mail or hard deliver payment on that one. 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 required to be given pursuant to the tariff will be in writing. for credit card or electronic transfer of tunos to pay pills. All notices or other communications required to be given pursuant to the tank will be in writing. Notices and other communication of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and detend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to properly of the indemnified Party or any third party, or the death of or injury to persons, to the expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to properly of the indemnifying Party, its employees, agents, expenses, destruction, damage, death, or injury was caused by or resulted from the negligent or intelligence of invitigence and (B) intronormal of any conviribit national actions are not intelligenced to the output property of the indemnifying Party, its employees, agents, representatives, or invitigence and (B) intronormal of any conviribit national actions are not property or any property of the indemnifying Party, and the party of the indemnifying Party or any third party, and the party of the indemnifying Party or any third party or indemnifying Party or extent the toss, destruction, damage, death, or injury was caused by or resulted from the negligient of intellectual properly right of any third party, arising from and to the extent extend by the color extends of the haderniting 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 Managed Managed disclosure is required by approach local managed the party required policy and 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 caused by the act or omission of the Indemnifying party with Standard interval or installation in accordance with possible exceptions stated on rage (2) he information contained nerein is continenual 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 earlies beyond the first parties responsible coaled including unitable limitation any set of Cod. including under the failure or should be first parties responsible coaled including unitable limitation any set of Cod. including under the failure or should be first parties responsible coaled including unitable limitation any set of Cod. including under the failure or should be first parties responsible coaled including unitable limitation and set of Cod. Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage to 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 on power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications or other competent authority, war military operations, or not difficulty relay or failure in manufacture, production or supply by third parties of the Septice Engineers. of power supplies, 1000, grought, lightning or life, sinke, lock-out, trade dispute or labor disturbance, the act or omission or Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

Default: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 20 days following specified a default native from the other party than the other party than the right to terminate this Agreement upon within 20 days following specified a default native from the other party than the other party than the right to terminate this Agreement, and such failure or violation is not cured to the other party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured to the other party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured to the other party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured to the other party falls to the other party falls to the other party than the other party than the other party falls to the other party falls to the other party falls the other party falls to th Within 3D 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 insolvericy. If either party falls to perform any material obligation within this Agreement of violates any material term or conduction of this Agreement, and such failure of violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting

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

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

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services. 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 Outbound 1+ Inbound 8xx Canadian 8xx	\$0.029 \$0.035 \$0.130	\$0.029 \$0.035 \$0.130	Off Shore Outbound +1	n 4- Discol	\$0.11
International	Canada	\$0.05			

International					
Calling Cards			- 5 UCV	Guam	N Mariana IS.
Erom: / To:	Continental US	AK& HI	PR & USVI	\$0.328	\$0.365
Continental US		\$0.423	\$0.179	\$0.487	\$0.524
AK & HI		\$0.625	\$0.625	\$0.362	\$0.399
Canada		\$1.170	\$0.412 \$0.679	\$0.377	\$0.414
PR & USVI		\$0.575	\$0.075		

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

Customer	
Svc Address	
Floor	
City/State	
Zip	



ations Master Service Agreement

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	Date The information contained negels is con		**************************************		Date	

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS), Terris because immediately upon the service for any reason. 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). To begins immediately upon the service installation (billing) pare. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason begins immediately upon the service installation (billing) pare. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason begins in mediately upon the service installation (billing) part in the customer has a complete service to the Customer by the Company.

begins infine charge, upon the solvice installation (uning) date, it clustomer londwing the completion of the initial term bensilions to a month-following the completion of the initial term bensilions to a month-following the completion of the initial term bensilions to a month-following the completion of the initial term bensilions to a month-following the completion of the initial term bensilions to a month-following the completion of the initial term bensilions to a month-following the completion of the initial term bensilions to a month-following the completion of the initial term bensilions to a month-following the completion of the initial term bensilions to a month-following the completion of the initial term bensilions to a month-following the completion of the comple General: The service is turnished on the condition that it will be used only for authorized and fawful purposes. The service is offered subject to the availability of facilities and may be limited to make the purpose of the facilities are the control of Company. Company has the purpose in which any portion of its relecommunications narrow. General: The service is turnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities at be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network. Described in the first to purchase additional like products at the price specified herein.

("Network") Is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-frecturring Charges, including applicable tederal, state, and local taxes shall not be due controlled the service in the second of the second Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable receral, state, and local taxes shall not be due due to the state 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 the Perturner sharpes another to the Customer in amance of the month which senace 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 or North State of the Company of to frecurring charges monthly to the Customer in advance of the month which service is provided. Limitation D1 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 set NICE, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or egents. The Company shall not be liable for any delay or failure of Company set NICE, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or egents. The Company shall not be liable for any delay or failure of company set NICE, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or egents. The Company shall not be liable for any delay or failure of company shall not be liable for any delay or failure of the Company shall not be liable for any delay or failure of the Company shall not be liable for any delay or failure of the Company shall not be liable for any delay or failure of the Company shall not be liable for any delay or failure of the Company shall not be liable for any delay or failure of the Company shall not be liable for any delay or failure of the Company shall not be liable for any delay or failure of the Company shall not be liable for any delay or failure of the Company shall not be liable for any delay or failure of the Company shall not be liable for any delay or failure of the Company shall not be liable for any delay or failure of the Company shall not be liable for any delay or failure of the Company shall not be liable for any delay of the Company shall not be liable for any delay of the Company shall not be liable for any delay of the Company shall not be liable for any delay of the Company shall not be liable for any delay of the Company shall not be liable for any delay of the Company shall not be liable for any delay of the Company shall not be liable for any delay of the Company shall not be liable for any delay of the Company shall not be liable for any delay of the Company shall not be liable for any delay of the Company Company se truce, equipment, or facilities, or the acts of omissions of negligence of the Company's employees or agents. The Company shall not be liable for any delay of failule performance of equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other causempnes; any law, order, or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other causempness; any law, order, and the company of the limited States government or of any other government, including state and lineal government believed to cause any limited states government or disputations at the company of the limited states government or disputations. performance of equipment due to causes not reasonably within its control, including but not limited to: acts of God, Tife, 1000d, explosion, of other catastrophes; any law, order, properties, at least and local government having or claiming jurisdiction over the requirements. Including state and local governments having or claiming jurisdiction over the requirements. At least any one or more of these tenant letter of local governments. Or of one regulation, diffection, action, or request of the United States government or or any other government, including state and local governments having or claiming jurisdiction over the company, or or 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 department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, 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 department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any department or agency. Company, or or any department or agency, commission, bureau, corporation, or other instrumentality or any one or more or mese recent, state of military authors; preemption of existing service in compliance with national emergencies; insurrections; nots; ware; unavailability of rights-of-way.

Termination Penantes: Cancellation of Service by the Customer.

If a Customer Terminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other than the Customer Terminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other than the Customer Terminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other than the customer terminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other than the customer terminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other than the customer terminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other than the customer terminates the customer terminates the customer terminates are the customer terminates th If a Custome Lethnitates services at the above service address bettire the completion of the simal term of any subsequent tenewal terms tot any reason whatsoever other service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay;

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

(□) The full ≥mount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term. Severability: In the event that one or more of the provisions nerein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent Deverability . In the event that the or more of the provisions herein shan for any reason we need to be megal or unernotceable, this representation be revised is consistent with the parties' original intent necessary TD make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: B uckeys 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 ARREST OF THE SERVICES AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE ARREST OF THE SERVICES OF THE SERV AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that the services of any part thereby for a particular purpose, and that this agreement is a valid and binding obligation enforces his against it is agreement and that this agreement is a valid and binding obligation enforces his against it is agreement. FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and customer each represents and warrants to the surface of the surface it has non regar power, light, 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 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 tallure caused by tacilities and equipment not turnished by Buckeye or to renair damage or interminitons caused by the Customer's Customer's August 1. Maintenance: Huckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for the 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 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

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

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

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses including reasonable atmospheric for (A) any loss inserticities or damage in property including reasonable atmospheric for (A) any loss inserticities or damage in property in the indemnified Party or any third party or the death of or industries. 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, of and expenses, including reasonable attorneys' fees for (A) any loss, cestruction, 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, is personally 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. persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or international act or omission or the indemnitying Party, its employees, agents, representatives, or invitees, and (β) intringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising the most of the extent caused by the act or consists of the Indemnitying party.

Special Provisions: (1) Buckeys TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges special Provisions: (1) Buckeys TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges specially provided to the provided voice of the provided v Special Provisions: (1) Buckeys TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within 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 disclosured 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 disclosured by annually the native receiving notice shall immediately communicate with the other party the source. within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) in emormation contained herein is completely and proprietary and should be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and the party receiving notice shall immediately communicate with the other party the source, timing and the party receiving notice shall immediately communicate with the other party the source, timing and the party receiving notice shall immediately communicate with the other party the source, timing and the party receiving notice shall immediately communicate with the other party the source, timing and the party receiving notice shall immediately communicate with the other party the source, timing and the party receiving notice shall immediately communicate with the other party the source, timing and the party receiving notice shall immediately communicate with the other party the source, timing and the party receiving notice shall immediately communicate with the other party the source, timing and the party receiving notice shall immediately communicate with the other party the source, timing and the party receiving notice shall immediately communicate with the other party the source.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Angement to the event that such damage or failure is due to any cause bound the first name's reasonable control including without limitation any act of God incleases when the first name's reasonable control including without limitation any act of God incleases when the first name's reasonable control including without limitation any act of God incleases when the first name's reasonable control including without limitation any act of God incleases when the first name's reasonable control including without limitation any act of God incleases when the first name is a first name of God inclea Force Majeure: Neither party shall be liable to the other for any loss of damage which may be suffered by the other party, of for any failure to perform its obligations under the Agreement to the extent that such damage or fallure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, agreement to the extent that such damage or fallure is due to any cause beyond the first party's reasonable control including without limitation any act of Government. Including without limitation and the first party's reasonable control including without limitation any act of Government. Including without limitation and the first party's reasonable control including without limitation any act of Government. Agreement to the extent that such damage of failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, problement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without immation 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, problement weather than the control of the con failure or shortage of power supplies, flood, drought, lightning or tire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public relecommunications operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any aspestos or other hazardous substance (as defined by any applicable state, federal, local hazardous Substances: Customer certifies that it is not aware of the presence of any aspestos or other hazardous substance (as defined by any applicable state, federal, local hazardous Substances: Customer certifies that it is not aware of the presence of any aspestos or other hazardous substance (as defined by any applicable state, federal, local hazardous substances; Customer certifies that it is not aware of the presence of any aspestos or other hazardous substance (as defined by any applicable state, federal, local hazardous substances; Customer certifies that it is not aware of the presence of any aspestos or other hazardous substance (as defined by any applicable state, federal, local hazardous substances; Customer certifies that it is not aware of the presence of any aspectors under this Agreement. If during such performance Runkeys amplicable is to perform services under this Agreement. Hazardous Substances: Cusiomer certaies that it is not aware of the presence of any aspessos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance. Cusiomer agrees to take all necessary states at its own expanse to remove or contain the scheetes or other hazardous substance. 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 agent the property of the substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to agent the property of the p agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement enable the process of 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 enable that exposure that exposure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement enable that exposure that exposure that exposure that exposure the protection of the workers. Buckeye may suspend performance under this Agreement enable that exposure that exposure the protection of the protection of the workers. test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement shall be until the removal of containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal of containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be until the removal of containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be under the date of the containment has been completed and approved by the appropriate governmental agency and Buckeye. until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminate: Customer shall reimbures Buckeye for expanses incurred in performing this Agreement until termination. existings for the usuay caused by said creat up of removal. Costonier's ratione to remove or contain the nazaroous substance shall entire buckeye to term 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 newwork and/or deposit in accordance with established MTSS provisions. The Company may request an accordance with established MTSS provisions. The Company may request an accordance with established MTSS provisions. The Company may request an accordance with established MTSS provisions.

Creat Approvat. This agreement is subject to customer establishment or creativorunities in accordance with MTSS and the provisions of its filed tariff referenced above, 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 provides of Senses. The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and provides of Senses. The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and provides of Senses. Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and received and some suitable secure accommodation, assistance, facilities, and environmental conditions for the commissioning and provision of Service. The Customer shall go 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 go of Service Equipment are installed at the Size and to service the state of the Customer's shall go of the commissioning and provision are effected at the Customer's shall go of the commissioning and provision are effected at the Customer's shall go of the commissioning and provision are effected at the Customer's shall go of the commissioning and provision are effected at the Customer's shall go of the commissioning and provision are effected at the Customer's shall go of the commissioning and provision are effected at the Customer's shall go of the commissioning and provision are effected at the Customer's shall go of the commissioning and provision are effected at the Customer's shall go of the commissioning and provision are effected at the Customer's shall go of the customer's s housing of Service Equipment, and all necessary electrical power supplies and other installations and mungs and for the commissioning and provision of Service. The Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with

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



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

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

Domestic Intrastate	Interstate	Off Shore Outbound +1	Puerto Rico	
Outbound 1+ \$0.029	\$0.029 \$0.035	Chrodene	US Virgin Islands Alaska	50.11 \$0.51
Inbound 8xx \$0.035 Canadian 8xx \$0.130	50.130		Hawaii	60.07
international Canada	\$U.U3			

N Mi	arians IS.
Calling Cartis	5D.365
	50,524
Continuit	£98.02
AN 304 S0 294 S1,170 S0,412 S0,577	\$0.414
Cenada 50.294 \$0.675 \$0.679 \$0.277	-

	50.00
Monthly Commitment	\$0.00
Non Recurring Charges	
114DIT THE	

Customer Syc Address Floor	
City/State Zip	



Date of Contract

National Services/Switchless

Customer agrees to a minimum term length and service type as indicated in the attached Exhibits which are provided by SERVICE AND TERM 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 Minmum 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.

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 author ized agent of Customer, I agree to the above terms and conditions:

Customer:	Buckeye TeleSystem:
Ву:	By:
Name:	Title:
StreetCity/State/Zip	-
Date:	- · · · · · · · · · · · · · · · · · · ·

Term of Agreem tent: Customer agrees to a minimum term tength and service type as indicated in the attached Schedules, which are provided by Buckeys TeleSystem (BTS). Term begins immediate the initial term transitions to a Month-To-Month agreement of any recent begins immediates in the service installation (billion) date. If Customer tollowing the completion of the initial term transitions to a Month-To-Month agreement of any recent Term of Agreem tent: Customer agrees to a minimum term length and service type as indicated in the attached schedules, which are provided by Buckeye TeleSystem (BTS). If begins immediates by upon the service installation (billing) date. If Customer tollowing the completion of the milital term transitions to a Month-To-Month agreement for any reason wastsower the Caustomer agrees to now any increase in direct and/or hind natry expenses to nowing service to the Customer agrees to now any increase in direct and/or hind natry expenses to now service to the Customer agrees to now any increase in direct and/or hind natry expenses to now service to the Customer agrees to now any increase in direct and/or hind natry expenses to now any increase in the customer agrees.

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

Charges & Payement: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due to the control of the contr Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable rederal, state, and local taxes shall not be due caller from 16 drays from the date on the bill. If the bill is not paid by the due date fusually within 30 days of receipt, if then becomes past due. The Company shall present bills for Exerting the States monthly to the Customer in advance of the months which services is provided.

Limitation of Limitating: 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 of punitive damages to the Customer as a result of any company of punitive damages to the Customer as a result of any company of punitive damages to the Customer as a result of any company of punitive damages to the Customer as a result of any company of punitive damages to the Customer as a result of any company of punitive damages to the Customer as a result of any company of punitive damages to the Customer as a result of any company of punitive damages to the Customer as a result of any company of punitive damages to the Customer as a result of any company of punitive damages to the Customer as a result of any company of punitive damages to the Customer as a result of any company of punitive damages to the Customer as a result of any company of punitive damages to the Customer and cus Limitation of Latability. The company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages for the Company small not be liable for any delay or tablities of the Company semployees or agents. The Company small not be liable for any delay or tablities of the Company semployees or agents. The Company small not be liable for any delay or tablities of the company semployees of agents. The Company small not be liable for any delay or tablities of the company semployees of agents. The Company small not be liable for any delay or tablities of the company small not be liable for any delay or tablities of the company small not be liable for any delay or tablities of the company small not be liable for any delay or tablities of the company small not be liable for any delay or tablities of the company small not be liable for any delay or tablities of the company small not be liable for any delay or tablities of the company small not be liable for any delay or tablities. Lempany Service, equipment, or facilities, or the acts of omissions of negligence of the Company's employees or agents. The Company shall not be liable for any delay of nally formands of equipment one to causes not reasonably within its control, including our not limited to: acts of God, the, tood, explosion, or other catastrophes, any law, order, required to equipment one to causes not reasonably within its control, including our not limited to: acts of God, the, tood, explosion, or other catastrophes, any law, order, and the control of causes not reasonably within its control, including our not limited to: acts of God, the, tood, explosion, or other catastrophes, any law, order, and the control of th PERFORMANCE OF CHARGE THE COMPANY OF THE UNITED STREET CONTROL OF THE UNIT regulation, difference, action, of request of the united States government of of any other government including state and local government; nation, or claiming jurisdiction over the Company, or of lany department of agency, commission, bureau, corporation, or other instrumentality of any one or more of these recent, state or local governments, or of any department of agency, commission, bureau, corporation, or other instrumentality of any one or more of these recent, state or local governments, or of any other instrumentality of any one or more of these recent, state or local governments, or of any other productions are commission, bureau, commission, bureau, corporation, or other instrumentality of any one or more of these recent, state or local governments, or of any Company, or a sury dependent or agency, commission, oursay, composition, or ourse instantanting or any one or more or mess receise, state or military attractions; note; wars; unavailability of rights-of-way.

Termination is a managed and according to be understood of the initial term of any subsequent renewal terms for any reason whatsoever other than it a Customer Nerminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other than it is initial term of any subsequent renewal terms for any reason whatsoever other than it is initial term of any subsequent renewal terms for any reason whatsoever other than it is initial term of any subsequent renewal terms for any reason whatsoever other than it is initial term of any subsequent renewal terms for any reason whatsoever other than it is initial term of any subsequent renewal terms for any reason whatsoever other than it is initial term of any subsequent renewal terms for any reason whatsoever other than it is initial term of any subsequent renewal terms for any reason whatsoever other than it is initial term of any subsequent renewal terms for any reason whatsoever other than it is initial term of any subsequent renewal terms for any reason what is in the control of the initial term of any subsequent renewal terms for any reason what is in the control of the initial term of any subsequent renewal terms for any reason when the control of the initial term of any subsequent renewal terms for any subsequ If a Customer less numers services at the above service address before the completion of the initial term of any subsequent renewal terms to any reason whatsover other service interruption (as defined within the applicable railfy, or if a Customer moves to another service address that Company cannot service the Customer agrees to pay.

At All Notice the customer charges reasonably evened by Company to establish cannot an Customer notice.

- (B) Any disconspection, early cancellation, or remination charges reasonably incurred and paid to finite parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention Incentive Office provided by Company to Customer, plus

(בי) אוני באסטונים איני באסטונים אוני באסטונים איני באסטונים אוני באסטונים אוני באסטונים אוני באסטונים איני באסטונים אוני באסטונים אוני באסטונים איני באסטונים אוני באסטונים אוני באסטונים אוני באסטונים אוני באסטונים אוני באסטונים אונים אוני באסטונים אונים אוני באסטונים אוני באסטונים אוני באסטונים אונים אונים אוני באסטונים אונים אונים איני באסטונים אונים אונים אונים אונים אונים אונים אונים אינים אינים אונים אונים אונים אונים אונים אונים אינים אונים אינים אונים אינים אונים אוני Severability. In the event that one or mole of the previsions herein shall for any reason be held to be illegal or unentorceable, this Agreement shall be revised only to the extent DEVELOUINTY - 131 THE EVENT DISCUSSION(S) legal and enforceable; provided, however, that the agreement as revised is consistent with the paties' original ment

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 IMPLIET. STATUTORY OR OTHERWISE FINCLUDING BUT NOT UNITED TO ANY CONDEDNING THE AGREEMENT. ALL CONDITIONS AND WARRANTIES EXPRESS OR IMPLIET. STATUTORY OR OTHERWISE FINCLUDING BUT NOT UNITED TO ANY CONDEDNING THE Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that the SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) are HEREBY EXCLUDED, company and customer each represents and warrants that the services of the SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) and the this arrangement is a valid and binding philipsing enforces the services of the servi FINESS UP THE SERVILES OR ANY PART THEREOFFUR A PARTICULAR PURPOSE; ARE HEREBY EXCLUDED. Company and customer each represents and warrants to the antibility of the advancity to execute and perform this agreement, and traffinis 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 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. ic nas full lega. I power, nym, and authorny 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.

With the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and Maintenance: : Buckeye snail be responsible for the maintenance of the Buckeye Network and Service Equipment and Shall have the right-to charge the Customer or Russiand expenses to interruption caused by the Customer or Customer's equipment in the customer of the Russian Russia

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

Notice: The Customer may choose to have notices and bills delivered via U.S. Mali, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the companies the companies to t Notice: The Customer may choose to have notices and other delivered via U.S. Mail, in person, or electronically. The Customer may also designate a separate address to which the company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Customer shall mail or deliverall notices and other communications, except that the Customer and the Customer shall mail or deliverall notices and other communications. address to withich the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other company shall designate on the Service Order an address to which the Customer shall mail or band deliver named to the bit of the Customer shall mail or band deliver named to the bit of the Customer shall mail or band deliver named to the bit of the Customer shall mail or band deliver named to the bit of the Customer shall mail or band deliver named to the bit of the Customer shall mail or band deliver named to the bit of the Customer shall mail or band deliver named to the bit of the Customer shall mail or band deliver named to the bit of the Customer shall mail or band deliver named to the bit of the Customer shall mail or band deliver all notices and the service of the Bender In service strail be maked of delivered electronically. The Company shall designate on the service circle an address to which the Customer shall mail or hand deliver payment on that bill, other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill, other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill.

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

Claims: With respect to any service of facility provided by the Company, each pany shall indemnify, and defend the other pany from all claims, actions, damages, liabilities, costs, and expenses including resemble attorney bestor (A) and loss destruction of damage to property of the Indemnified Party of any third party of the destruction of damage to property of the Indemnified Party of any third party of the destruction of damage to property of the Indemnified Party of any third party of the destruction of damage to property of the Indemnified Party of any third party of the destruction of damage. Claims: Witch respect to any service of facility provided by the Company, each pany shall indemnify, and defend the other pany from all claims, actions, diamages, liabilities, or and expenses, including reasonable attorneys less for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extentific loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, is personally extend the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, is employees. Except the extentification of inviteer and (B) infiningement of any convicted pages. persons, to the extent the loss, destruction, damage, ceatin, or injury was caused by or resulted from the negligent or internonal act or omission of the indemnitying Party, its employees, angents, representatives, or invitees; and (B) intringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising the party of th

Special Pro-visions: (1) Buckeys TeleSystems responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tarifinates 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 propostary and should not be standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and propostary and should not be standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and propostary and should not be a standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and propostary and should not be a standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and propostary and should not be a standard interval of installation in accordance with possible exceptions and the page 1 (2)The information contained herein is confidential and propostary and should not be a standard interval of installation in accordance with possible exceptions. from and to the extent caused by the act or omission of the indemnifying party within MICE Standard Interval of installation in accordance with possible exceptions stated on Page 1 (2) in emborration contained nervin is connected and proprietary and should not be disclosure in 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 Majes une: 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 two the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather Agreement two 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, highway authorities, allowed dispute or labor disturbance, the act or omission of Government, highway authorities, and the supplies of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbing the manufacture. Production or supply by third parties, productions or other competent authority, war. military coerations, or not difficulty, delay or failure in manufacture. Tailure or STACTHAGE of power supplies, flood, drought; lightning or tire, Strike, lock-out, trace dispute or labor disturbance, the act or omission of Government, highway authorities, public telect-communications operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of

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

Insolvency. If either pany falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not curred within 30 days following receive at a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written action to the other party. Insolvency: If either pany falls to perform any material obligation within this Agreement or violates any material retring or condition or this Agreement upon written notice to the notice treed 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 defaultion within 20 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the

Hazardous Substances: Cuslomer certifies that it is not aware of the presence of any aspesios or other hazardous substance (as defined by any applicable state, federal, local hazardous Substances: Cuslomer certifies that it is not aware of the presence of any aspesios or other hazardous substances. It during such performance Durkous amalous and performance Durkous and Durkous amalous and Durkous and Durkous amalous and Durkous amalous and Dur Hazardous Substances; Customer certifies that it is not aware of the presence of any aspesios of other nazardous substance (as defined by any applicable state, tederal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or hazardous 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 on contain the aspessor of other hazardous substance and to get the order of the substance of defaulting party. agents encounter any such substance. Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement shall be test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement shall be test to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye to terminate shall be test the premise to ensure that exposure does not exceed the lowest exposure find the protection of the workers. Buckeye to terminate this Agreement until termination without further liability. If Buckeye so terminates. Customer's shall reinburse Buckeye for expenses incurred in performing this Agreement until termination. without further liability. If Buckeye so terminates, Customer shall relimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

Facilities and Equipment. The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and functions and Equipment. The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the commissioning and provision of Service. The Customer housing of Service Equipment, and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision at effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the soleculing 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 soleculing 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 soleculing 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 soleculing that such preparation are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the soleculing that such preparation are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the Sites and Service Equipment are installed at the Service Equipment are installed at the Service Equipment and Service Equipment are installed at the Service Equipment are installed at the Service Equipment and Service Equipment are installed at the Service Equipment are installed at the Service Equipment and Servic advance payment and/or deposit in accordance with MTSS and the provisions of its filed tailfi referenced above.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network of the Service Equipment of 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 state 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 state that the replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially state that the replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially state that the state of the state o such modification, change, addition of replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially defract 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 defract 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

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

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever time 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 Desired. The Service is influence on the continion their will be used only for authorized and lawful purposes. The service is offered subject to the availability of Tachines and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the menner in which any portion of its telecommunications network ("Network") is used to control the technical integrity of the Network. Customer has the right to purpose additional line product at the price specified begins to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than Charges & Payment, Payment for service, installation, and monthly recurring environmental charges, including applicable leading, state, and local taxes shall not be due earlier man 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 Elimitation of Liability. The company will not be liable for any incirect, incidental, special, consequential, exemplary, or purintie damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, equipment, or racinities, or the acts or omissions or negligence or the Company's employees or agents. The Company shall not be hable for any delay or ratifice or performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, equipment que lo causes not reasonably within its control, including but not limited to; ads or God, tire, library, or other catastroptes, any taw, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or or requesting but any approximately acceptable and the company of the com or request or the children states government or any other government, including state and deal governments having or claiming junctuction over the company, or of any department agency, comments, or of any military authority, preemption of existing agency, due as associa, pureau, corporation, or and monomorphic or specific in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

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

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

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

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE STATUTORY OR OTHERWISE, ARE LIEUEDY EVOLUTION OF THE SERVICES OR ANY DART THEORY EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE LIEUEDY EVOLUTION OF THE SERVICES OR ANY DART THEORY EXPRESS OR IMPLIED OF THE SERVICES OF THE SERVICES OR ANY DART THEORY EXPRESS OR IMPLIED OF THE SERVICES OF THE SERVICES OR ANY DART THEORY EXPRESS OR IMPLIED OF THE SERVICES OF THE SERV AGREEMENT, ALL CONDITIONS AND WARKANTIES, EAPRESS OR IMPLIEU, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that 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 i dentify or correct any failure paused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer's

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address NOUCE: THE CUSTOMEr may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be company shall deliver all notices and other communications. be malled or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, DE TIMBLEU OF CHEVEREU BIECULORICARY. THE COMPANY SHAR DESIGNATE ON THE SERVICE OFTER AU BOUTES TO WHICH THE CUSTOMET SHAR MAIL OF DESIGNATE AND OTHER COMPANY MAY DESIGNATE AS SEPARATE Address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made 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 required to be given pursuant to the tariff will be in writing. Notices and other communications required to be given pursuant to the tariff will be in writing. 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 pany from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, and 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, and 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, and 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, and 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, and 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, and the loss, destruction of the Indemnifying Party, its employees, agents, and the loss of the Indemnifying Party, its employees, agents, and the loss of the Indemnifying Party, its employees, agents, and the Indemnifying Party, its employees, agents, and the Indemnifying Party, its employees, agents, and its expenses and its employees, agents, and representatives, or invitees; and (B) intringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent

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

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 of power supplies, floor, drought, highling of the Service Equipment or any part operations or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part operations.

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

Insolvency: If either party 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.

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

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

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

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



Schedule 2: National Switched Voice Services

36 Month Agreement_____(initial)

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

Inbound 8xx \$0.035 \$0.050 Alaska \$0.51 Canada 8XX \$0.13 \$0.13 Hawaii \$0.07 International Canada \$0.05 Alaska \$0.51 Canada \$0.05 Hawaii \$0.07 Canada \$0.05 Cana	Gallada 0701	22.05	Off Shore Outbound +1	Puerto Rico US Virgin Islands Alaska	\$0.11 \$0.51
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From: / To:	Continental US	AK& HI		\$0.328	\$0.365
Continental US		\$0.423	\$0.179	\$0.487	\$0.524
AK & HI		\$0.625	\$0.625	\$0.362	\$0.399
Canada	001	\$1.170	\$0.412	\$0.377	\$0.414
PR & USVI		\$0.575	\$0.679		

11 1 0 - mmitment	\$0.00
Monthly Commitment	\$0. <u>00</u>
Non Recurring Charges	80.00

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	Standard System, Analog Centrex Lin	ne/Flat Rate		\$ 6.75	10		
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						\$	369.25
				<u></u>	_	\$	509.24
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	İ	National Services	X		6 Month		
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		L					
			4.	constitutes a service	order in accor	dance	
		Signature by both parties on this d	ocument	ed. Customer signa	ture below, agr	465 ~.	
		Signature by both parties on this d with the master terms and condition the individual terms in	and pricing	g in the attached sc	HEUL CS.		
	. •	the molvious, forms			-		
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	Autnor	rized Customer Representative				Title	
		Title				Date	
		Date The information contained herein is o			Louid not be	disclosed	l. ·

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 mitial term transitions to a Month-To-Month agreement for any reason whatsoever ime Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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

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

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

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

Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equisment, or facilities, or the acis or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, equipment, or receives, or me acis or consistent or negligence or the company's employees or agents. The company shall not be have for any delay or latitude or performance or equipment acree 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 corruptionace with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

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

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

Warranty: B Lickeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE Warranty, a curveye warrants that Services small be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SETFORTH 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.

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

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, DE TIBLIED DE L'ENVEREU ELECTIONICAILY. THE COMPANY SHAIL DESIGNAIR DESIGNAIR DE CUSTOME SHAIL MAIL OF DESIGNAIR DE CUSTOME SHAIL MAIL OF DESIGNAIR A SEPARATE ADDRESS OF BEACH DISTORDER OF THE COMPANY MAY DESIGNAIR A SEPARATE ADDRESS OF BEACH DISTORDER OF THE COMPANY MAY DESIGNAIR A SEPARATE DESIGNAIR OF THE COMPANY MAY DESIGNAIR A SEPARATE DESIGNAIR OF THE COMPANY MAY DESIGNATE THE COMP 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 properly of the indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent

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

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

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

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

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

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

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

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



Schedule 2: National Switched Voice Services

36 Month Agreement ____ (initial)

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

Domestic Outbound 1+ Inbound 8xx	\$0.035	\$0.029 \$0.035 \$0.13	Off Shore Outbound +1	Puerto Rico US Virgin Islands Alaska	\$0.11 \$0.51
Canada 8XX International		70 OF		Hawaii	\$0.07

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

o de la companya de l	\$0. <u>00</u>
Monthly Commitment	\$0.00
Non Recurring Charges	30.00
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Svc Address	
Floor	
City/State	
Zip	·



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				Bui	ild Required	? No	
	-			ba	na resquire		
			Моп	thly Unit	Qty	Mon	ithly Tota
Switched Local S	ervices		\$	415.95	1	\$	415.95
ISDN PRI Pkg/Void	:e/Flat*		\$	180.00	1	\$	180.00
DS-1 Link (Transp	ort for PRI)		\$	19.50	6	\$	117.00
Business Lines/Me	ssage Rate**		\$	9.50	1	\$	9.50
Group 100 DIDs							
	1 C. C. C. ppr gall						
**Message Rate Us	age bilied @ \$.07 per call						
*Flat Rate Usage						\$	722.4
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The information contained herein is confidential and proprietary and or other

Date

Date

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

General: The service is turnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may Definited from time to treasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network. ("Network") is sused 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 propnetary to Company and will not be disclosed by Customer to any party outside of

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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any LIMITATION OF LIMINARY, THE COMPANY WIN HOLDS HAURE TO ANY INCIDENTAL, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPTIALLY, OF DURINUSE GAMAGES TO THE CUSTOMER AS A RESULT OF ANY GENERAL TO THE COMPANY SENDICE, EQUIPMENT, OF facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of Company service, equipment, or facilities, or the acts of omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay of family 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, performance of equipment due to causes not reasonably within its control, including out not limited to, acts of God, tile, ribbo, exprosion, or other catastropnes; any law, order, regulation, dirrection, action, or request of the United States government or of any other government, including state and local governments having or claiming junsdiction over the regulation, or rection, action, or request or the office states government or or any other government, including state and local governments having or craftling 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 autnorrity; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

Termination Penarities. Cancellation of Service by tile Customer.

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

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

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

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

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

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMEN 1, ALL CONDITIONS AND WARKANTIES, EXPRESS OR IMPLIED, STATUTION OR OTHERWISE, (INCLUDING BD F 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 FILINESS OF THE SERVICES OR ANT PART THEREOF FOR A PARTICULAR PURPOSE) ARE HERED. EXCLUDED. Company and customer each represents and warrants to the state of the with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

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

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate Notice: The customer may choose to have notices and philis delivered via U.S. Mail, in person, or electronically. The customer shall designate on the Service Under an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Customer may also designate and the Customer may also designate and the Customer may also designate as the Customer may also designate and the Cus address to writen the company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Customer shall mail or deliver all notices and for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and for service small be malled or delivered electronically. The Company small 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 Arrangements also can be made for credit card of electronic transfer of runos to pay Diffe. All notices of blind continunications required to the other party on the third business writing. Notices and other communications of either party, and all bills malled by the Company, shall be presumed to have been delivered to the other party on the third business

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, Claims: With respect to any service or racility provided by the Company, each pany shall indemnify, and defend the other pany from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising the many first the extent caused by the act or omission of the Indemnifiving 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 from and to the extent caused by the act or omission of the Indemnifying party operial Provisions. (1) buckeye releasesteins responsionly, other uran specimes neterin, is to provide voice, data and video services to customer per its raint rates and charges within MTSS standard interval of Installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Force Majeure: Neither party shall be liable to the other for any loss or damage which may be surered 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 Engineer 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 Detault: If either party rails to perform any material obligation within this agreement or violates any material lemb or condition or this agreement, and such railties from the other party, then the other party shall have the right to terminate this agreement upon written notice to the 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 Inscrivency. If either party falls to perform any material colligation within this Agreement of violates any insterial term of condition or this Agreement, and such failure of violates any insterial term of condition or this Agreement upon written notice to the notice 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 notice from the other party. 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 PAZATOOUS SUBSTANCES. CUSTOMER CENTILES THAT IT IS NOT AWARE OF THE PRESENCE OF ANY ASDESTOS OF OTHER TRAZETOOUS SUBSTANCE (AS GENERAL BY APPRICADE STATE, TECERAL, ICAL PART OF THE PROPERTY nazarous waste or environmental law or regulation) at any site where buckeye is to periodin services under this Agreement. If during such periodinance Buckeye employees of agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to agents encounter any such substance, customer agrees to take an necessary steps, at its own expense, to remove or contain the aspectos or other nazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement lescrible premise to ensure that exposure does not exceed the lowest exposure affiliation of the probability and Buckeye. Performance obligations under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement with the factor of 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 ractimes and Equipment: The customer shall provide at all times suitable secure accommodation, assistance, ractifiles, and environmental conditions for the installation and fittings and for the commissioning and provision of Service. The Customer housing of Service Equipment, and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer nousing or Service Equipment, and all necessary electrical power supplies and other installations and number and other examines and number and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable enceavors to ensure it does not materially expense and Buckeye shall use reasonable enceavors to ensure it does not materially expense and Buckeye shall use reasonable enceavors to ensure it does not materially expense. Customer in using Services.



Schedule 2: National Switched Voice Services

Month to Month Agreement _____ (initial)

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

Domestic Outbound 1+ Inbound 8xx Canada 8XX	\$0.029 \$0.035 \$0.13	\$0.035 \$0.13	Off Shore Outbound +1	Diccol	\$0.11
International	Oandoa				

Calling Cards				Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	PR & USVI \$0.179	\$0.328	\$0.365
Continental US		\$0.423	\$0.179	\$0.487	\$0.524
AK & HI		\$0.625	\$0.023	\$0.362	\$0.399
Canada	1	\$1.170	\$0.412	\$0.377	\$0.414
PR & USV		\$0.575	\$0.075		

a silmont	\$0.00
Monthly Commitment	\$0.00
Non Recurring Charges	

Customer	
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Zip		Zi	p			
		В	illing Contact			
Custome	r Contact	· c	ontact Tel #			
Contact 7	lel#	-	π:	ax Exempt	No.	
			Build	Required	? No	
			Dune			
			Monthly Unit	Qty	Mon	thly Total
hou stale	d Local Services		DD i	1	\$	180.00
SWILCHE	u 2000.			16	\$	176.00
	runk DS-1		\$ 11.00 \$ 6.75	2	\$	13.50
2-Way	e Usage (for 2-Way Channels)		\$ 0.75			
Flat Rau	e Daago (
 						220.50
					\$	369.50
Monthly	Total/Switched				\$	603.99
Month	y Total/Switched/Facility/internet					Waived
Non Re	eoccurring Charges					
HOUTK	000000000000000000000000000000000000000		T			
	Schedule		Ter			
	Switched Local Serv	ices				
		Attach	Ter			
	Additional Schedules	X	Month to			
	National Services	X	36 M			
	Facility Services	X	36 N	onth		
	Internet Services					
	Signature by both parties on this	document oc	nstitutes a service or	der in arcordi	au to Sluce	
	Signature by both parties on this with the master terms and condi	itions attached	. Customer signature	njes Deima agice		
	the individual terms	s and pricing i	the attached sched	J		
	·					
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	·					
	Authorized Customer Representative		1.			
	Authorized Customer Top	·		т	itle	
	Fitle					
	· µc				ate	
	Date The information contained nerein is o		•			

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the aduached Schedules, which are provided by Duckeye Telebystem (B15). If Dustomer following time aduached Schedules, which are provided by Duckeye Telebystem (B15). If Dustomer following the completion of the initial term transitions to a Month-To-Month agreement for any reason begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason begins immed ∎atery upon trie service installation (billing) date. If Customer following the completion of the initial term transitions to a wintin-10-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 General: The Service is jurnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities at be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network be limited from time to time for reasons beyond the control of Company. Company has the right to purchase additional like products at the price specified herein.

("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 Leaw: 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-Disclosuare: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due Charges & Payment. Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable rederal, state, and local taxes shall not be due earlier than (a) 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 scharges monthly to the Customer in advance of the month which service is provided.

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

If a Customer—terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interluption (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-Rescurring Charges reasonably expended by Company to establish service to Customer, plus

B) Any discomposition, early cancellation, or reminating charges reasonably incurred and paid to third parties by Company on behalf of Customer, and the company of the customer agrees to pay: Termination Penalties: Cancellation of Service by the Customer (B) Any disconnection, early cancellation, or remination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

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

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

Warranty: Butckeye 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 larged prover right, and authority to exercise and partors this agreement is a valid and binding philosophy agriculture of the services of the se THINGSO UP THE DERVICES OR ANT PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREOT EAULUPED. Company and obtainer each represents and warrants to this full legical power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

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

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate NOTICE. THE CUSTOMER THAY CHOOSE TO HAVE HOUSES also Diss delivered via 0.5 livial, in person, or electronically. The Customer shall designate on the Service Croes an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Customer may also designate and the Customer may also designate and the Customer may also designate a separate address to which the Customer may also designate and the Custom ductess to writing the company shall derive an notices and other communications, except that the Constitute and defense to which the Customer shall mail or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or delivered electronically. 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 the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be in the customer shall not be given pursuant to the tariff will be given pursuant. Analogements also can be made for cleuit value, executions transfer or notices of other communications required to the other party on the third business writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business

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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tarriff 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 be disclosure in required by appropriate lead maps. The party possible exceptions are the party possible exceptions and the party possible exceptions. WIND WITCH STANDARD INCOME. IT REQUIRED BY A CONTROL OF THE PROPERTY OF THE PR

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 fallure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, Agreement to the extent that such as a failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, Agreement to the extent that such as a failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, and the failure is due to the extent that the failure is due to the failure in the failure is due to the failure in the failure in the failure is due to the failure in the failure is due to the failure in the failure in the failure is due to the failure in Nature of Scholards of power supplies, 1000, grought, lighting of life, stake, lock-out, dade dispute of laudi disturbance, are act of ontission of Government, righting authorities, production of supply by third parties of public felecommunications operators of other competent authority, war, military operations, or fiot, difficulty, delay of failure in manufacture, production of supply by third parties of public felecommunications operators or other competent authority, war, military operations, or fiot, difficulty, delay of failure in manufacture, production or supply by third parties of public felecommunications operators or other competent authority, war, military operations, or fiot, difficulty, delay of failure in manufacture, production or supply by third parties of public felecommunications operators or other competent authority, war, military operations, or fiot, difficulty, delay or failure in manufacture, production or supply by third parties of public felecommunications operators or other competent authority, war, military operations, or fiot, difficulty, delay or failure in manufacture, production or supply by third parties of public felecommunications.

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

Hazardous Substances: Customer ceriffies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local Hazardous Substances: Customer certities that it is not aware of the presence of any aspessor of other flazardous substances. Customer certities that it is not aware of the presence of any aspessor of the presence of the p 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 pre-rise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement within the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement within the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance which is agreement with the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and racinities and Equipment: The clustomer snall provide at all times suitable secure accommodation, assistance, tachides, and environmental conditions for the installation 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 a security of the commission are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with

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



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

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

Domestic Intrastate	\$0.029 \$0.035 \$0.13	Off Shore Outbound +1	m Dinni	\$0.11 \$0.51
International Cana	da \$0.05			

Calling Cards PR & USVI Guam N. Mariana IS. From: / To: Continental US \$0.423 \$0.179 \$0.328 \$0.365 Continental US \$0.123 \$0.423 \$0.625 \$0.487 \$0.524 AK & HI \$0.490 \$0.625 \$0.412 \$0.362 \$0.399 Canada \$0.294 \$1.170 \$0.412 \$0.377 \$0.414	international					
PR & USVI \$U.Z11	From: / To: Continental US AK & HI	\$0.123 \$0.490 \$0.294	\$0.423 \$0.625	\$0.179 \$0.625 \$0.412	\$0.328 \$0.487 \$0.362	\$0.365 \$0.524 \$0.399

	\$0.00
Monthly Commitment	\$0.00
Non Recurring Charges	50.00
Noll Reduiring 5	

Customer	
Svc Address	
Floor	
City/State	
Zip	



				_	Move/Transfe
generated on this date and is	valid for 30 days				
		Bi	II Name		
Customer			ec Bill Name		
			II Address		
Floor City/State			r/Room ity/State		
Zip			ip		
		B	illing Contact_		
	:t	C	ontact Tel# _		
Contact Tel#			_	ax Exempt'	2 Nn
			ا : الناب ط	ax Exempt Bequired	2 No
			Build) Nequirou	
			Monthly Unit	Qty	Monthly Total
Switched Local	Services		\$ 10.00	1	\$ 10.00
Remote Forward	Virtual Line		\$ 12.75	11	\$ 12.75
Enhanced Voice	Mailbox			1	Usage based
Toll Free					
					\$ 22.7
Monthly Total/Sv	vitched				\$ 22.7
Monthly Total/S	witched				\$ 30.0
Non Reoccurring	Charges				
Noil Repoduling					\neg
Γ	Schedule		Term 12 Month		-
ļ	Switched Local Service	ces	12 M	onto	
ł		Attach	Ter	m	for Toll-Free
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	Facility Services	+			
	Internet Services				
	Signature by both parties on this d	locument cor ons attached, and pricing ir	nstitutes a service ord Customer signature In the attached schedu	ler in accorda below, agrees ules.	nce to
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Authorize	ed Customer Representative			·	itio
·	Title	- 		Т	itle
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				L)ate

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attracted Schedules, which are provided by Buckeys Telebysistin (ETS). Term begins immediately upon the service installation (bling) data. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason by the provided installation (bling) data. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason by the Customer agrees to a minimum transition (bling) data. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason by the customer agrees to a minimum term length and service type as indicated in the initial term transitions to a Month-To-Month agreement for any reason begins in the customer agrees to a minimum term length and service type as indicated in the initial term transitions to a Month-To-Month agreement for any reason begins in the customer agrees to a minimum term length and service type as indicated in the initial term transitions to a Month-To-Month agreement for any reason begins in the customer agrees to a minimum term length and service type as indicated in the initial term transitions to a Month-To-Month agreement for any reason begins in the customer agrees to a minimum term length and service type as indicated in the initial term transitions to a Month-To-Month agreement for any reason begins in the customer agree and the customer agree and the customer agree and the customer agree agree and the customer agree and the customer agreement for any reason agreement for a minimum term in the customer agreement for a minimum term term agreeme

Depins immerchancy upon the service installation (pilling) date. If Customer following the completion of the initial term transitions to a Month-To-whatseever the Cus toiner agreed to pay any increase in oriest and/or hird pany expanses to provide service to the Customer by the Company. General: The service is turnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited in 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 in the service is offered in the service is offered in a service in the service is offered in a service in the service in the service is offered in a service in the service in a service is offered in a service in a service in the service in a service is offered in a service in a service in the service in a service in a service in the service in a service in

Governing Law: This Agreement is governed by and subject to the laws of the State of Onic, the rules of the Public Utilines Commission of Onic, the FCC and metarities of ETS

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable taberal, state, and local taxes shall not be due charges of medical taxes. Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable taberal, state, and local taxes shall not be due controlled the chargest payment.

Charges & Payment: Payment or service, installation, and monthly recurring and Not-Recurring Energet, including applicable reperal, state, and local taxes shall not be due affection 19 gays from the date or the fill. The fill is not paid by the due date (usually within 30 days or receipt), if then becomes part due. The Company shall present bills for Recurring the Recurring the fill and the Company shall present bills are receipted to the Recurring the Recurri

Emitation of Liabolity: The Company will not be liable to any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages as a result of any indirect, incidental, special, consequential, exemplary, or punitive damages as a result of any indirect, incidental, and indirect, incident Emitation of Liabelliny: The Company will not be hable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any delay or tailure of Company services, equipment, or tacillues, or the acts of omissions of negligence of the Company's employees or agents. The Company shall not be liable for any delay or tailure of the Company's employees or agents. The Company shall not be liable for any delay or tailure of the Company's employees or agents. The Company shall not be liable for any delay or tailure of the Company's employees or agents. The Company shall not be liable for any delay or tailure of the Co Company service, equioment, or racilities, or the acts of omissions of negligence of the Company's employees of agents. The Company shall not be liable for any delay or railule performance of eculipment due to causes not reasonably within its control, including our not limited to: acts of God, fire, thood, explosion, or other catastrophies; any law, order, requirement to eculipment due to causes not reasonably within its control, including our not limited to: acts of God, fire, thood, explosion, or other catastrophies; any law, order, and the cause of the company is acted to eculipment due to causes not reasonably within its control, including our not limited to: acts of God, fire, thood, explosion, or other catastrophies; any law, order, and the catastrophies acted to eculipment due to cause any law, order to explosion of the control of the contro performance of equipment due to cause; not reasonably within its control, including our not limited to; acts of God, tire, tipod, explosion, or other catastrophes; any taw, order, regulations, it irection, action, or request of the United States government or of any other government. Including state and local povernments having or claiming jurisdiction over the regulations, of request of the United States government or of any other including state and local povernments. State or local povernments of other including state and local povernments. State or local povernments of the control regulation, it irections, actions, or request of the United States government or of any other government, including state and local governments having or claiming jurisduction over the Commany, or of a my department or agency, commission, bureau, corporation, or other instrumentality of any other or more of more of more of including states and local governments, or of any other or more of including states and local governments are not local governments, or of any other or more of including states and local governments having an including states and local governments having or claiming pursuants. Company, or or a my department or agency, commission, durable, corporation, or other instrumentality or any one or more connect rederal, state or military authority; preemphor of existing service in compliance with national emergencies; insurrections; note; wate; unavailability of rights-of-way.

Termination Permainer: Cancellation of Service by the Customer.

1 **Customer terminates services at the above service address belote the completion of the initial term of any subsequent renewal terms for any reason whatspever other than the customer minates services at the above service address belote the completion of the initial term of any subsequent renewal terms for any reason whatspever other than the customer and the completion of the initial term of any subsequent renewal terms for any reason whatspever other than the completion of the initial term of any subsequent renewal terms for any reason whatspever other than the customer and the completion of the initial term of any subsequent renewal terms for any reason whatspever other than the completion of the initial term of any subsequent renewal terms for any reason whatspever other than the completion of the initial term of any subsequent renewal terms for any reason whatspever other than the completion of the initial term of any subsequent renewal terms for any reason whatspever other than the completion of the initial term of any subsequent renewal terms for any reason whether the completion of the initial term of any subsequent renewal terms for any reason whether the completion of the initial term of any subsequent renewal terms for any reason whether the completion of the initial term of any subsequent renewal terms for any reason whether the completion is the completion of the initial terms of any subsequent renewal terms of the completion of the initial terms of the completion of the co If a Customer ter minates services at the above service address before the completion of the initial term of any subsequent tenewal terms for any reason whatsoever other service intelligibles (as defined within the applicable briff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay;

A bit Notice service to Chaines reasonably expended by Company to establish service to Customer huis

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

E) Any disconnection, early cancellation, of terminator charges reasonably incurred and part to finite parties by Company on behalf of Customer, plus for the processor, early cancellation, of terminator charges reasonably incurred and part to finite parties by Company on behalf of Customer, plus for the processor of a Recention incentive Other provided by Company to Customer, plus

(C) The processe provided or a resention incentive Unier provided by Company to Customer, plus
(D) The full came until of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term. Severability: In the event that one or more of the provisions herein shall for any reason be held to be fliegal or unenforceable, this Agreement shall be fevised only to the extent

Deverability: If the event that one or more of the provisions networks any needs to be megal or internoceable, this Agreement shall be revised by consistent with the parties' original intent necessary to make such provision(s) legal and enforceable; provided, nowever, martine agreement as revised is consistent with the parties' original intent.

Warranty: B UCK-eye warrants that Services snall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT AND AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT AND AGR AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONSERNING THE TIMESS OF 1915 SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that It has trull legal. Those or the particular purposes of the services of any part thereof for a particular purpose. The services of any part thereof for a particular purpose of the services of the s FITNESS OF THE SERVICES OR ANY PARTTHEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants to the study of the service and period 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 is a valid and binding obligation enforceable against it in accordance. with the terms ടൂട് 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 the costs and even the succession of the succession 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 interruptions caused by the Customer or Customer's expenses to interruptions caused by the Customer or Customer's expenses to interruptions.

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 clistomer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate Notice: The clistomer may also designate and the Service of which the companies hills address to which the Company Shall deliver all notices and other communitations. Except that the Customer may also designate a generate address to which the Company Shall deliver all notices and other communitations. Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Customer chall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Customer chall mail or deliver all notices and other communications. address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Customer shall mail or deliver all notices and tors service shall be mailed or delivered electronically. The Company shall designate on the Service or which the Customer shall mail or hand deliver restricts the communications excent that the Company may designate a senarate address on each fill for service to which the Customer shall mail or hand deliver restricts the communications excent that the Company may designate a senarate address on each fill for service to which the Customer shall mail or hand deliver restricts. other communications, except that the Company may designate as an address or other communications required to the number of tunes or other communications required to the number of tunes or other communications and the number of tunes or other communications required to be represented to the number of tunes or other communications required to be represented to the number of tunes or other communications required to be represented to the number of tunes or other communications required to be represented to the number of tunes or other communications required to be represented to the number of tunes or other communications required to be represented to the number of tunes or other communications required to be represented to the number of tunes or other communications. Arrangements also can be made for credit card or electronic transier of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in written. Notices and other communications of electronic transier of funds to pay bills. All notices are other communications required to be given pursuant to the tariff will be in the presumed to have been delivered to the other norms of electronic transier of funds to the Company shall be presumed to have been delivered to the other norms of electronic transier of the company and all bills mailed but the Company shall be presumed to have been delivered to the other norms. Arrangements: also can be made for credit card or electronic transfer or runns to pay bilts. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of eitner party, and all bills mailed by the Company, shall be presumed to have been delivered to tine other party on the third business.

Claims: With respect to any service or facility provided by the Company, each pany shall indemnify, and defend the other pany from all claims, actions, damages, liabilities, costs, and expenses including responsible attention of the fact of a line of the pany shall indemnify and defend the other pany from all claims, actions, damages, liabilities, costs, and expenses including responsible attention of the fact of a line of the pany shall be a line of the pany of the fact of the pany shall be a line of the pany of the fact of the pany shall be a line of the pany of the pany shall be a line of the pany of the pany shall be a line of the pan Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other pany from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys less to [A] any loss, destruction, or training 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 interitorial act or omission of the indemnifying party, arising employees, and extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or interitorial property right of any third party, arising employees, and extent caused by the act or omission of the indemnifying party

Special Pro-Visions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its ratificates and charges.

Within MTS: standard interval of installation in accommode with possible exceptions stated on Page 1 (2)This information contained herein is confidential and improvement on the page 1 (2)This information contained herein is confidential and improvement. Special Pro-Visions: (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. from and to "time extent caused by the act or omission of the Indemnitying party

Force Male-curs: 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 tailure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, Agreement. To the extent that such damage or tailure is due to any cause beyond the first party's reasonable control including without limitation any act or God, inclement weather, Agreement. To the extent that such damage or tailure is due to any cause beyond the first party's reasonable control including without limitation any act or God, inclement weather, all the first party's reasonable control including without limitation any act or God, inclement weather, all the first party's reasonable control including without limitation any act or God, inclement weather, all the first party's reasonable control including without limitation any act or God, inclement weather, all the first party's reasonable control including without limitation any act or God, inclement weather, all the first party's reasonable control including without limitation any act or God, inclement weather, all the first party's reasonable control including without limitation any act or God, inclement weather, all the first party's reasonable control including without limitation any act or God, inclement weather, all the first party's reasonable control including without limitation and the first party's reasonable control including without limitation and the first party's reasonable control including without limitation and the first party's reasonable control including without limitation and the first party's reasonable control including without limitation and the first party's reasonable control including without limitation and the first party's reasonable control including without limitation and the first party's reasonable control including without limitation and the first party's reaso tailure or stromage of power supplies, flood, drought, lightning or tire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public relection munications operators or other compelent authority, war, military operations, or first, difficulty, delay or fallure in manufacture, production or supply by third parties of the Service Fortioment or any part thereof

Default: If either party falls to perform any material obligation within this Agreement or violates any material term of condition of this Agreement, and such failure or violation is not currently falls to perform any material obligation within this Agreement or violates any material term of condition of this Agreement, and such failure or violation is not currently falls to perform any material obligation within this Agreement or violates any material term of condition of this Agreement, and such failure or violates any material term of condition of this Agreement, and such failure or violates any material term of condition of this Agreement, and such failure or violates any material term of condition of this Agreement, and such failure or violates any material term of condition of this Agreement, and such failure or violates any material term of condition of this Agreement, and such failure or violates any material term of condition of this Agreement, and such failure or violates any material term of condition of this Agreement, and such failure or violates any material term of condition of this Agreement, and such failure or violates any material term of condition of this Agreement, and the condition of the Default: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure of violation is any material term or condition of this Agreement, and such failure of violation is any material term or condition of this Agreement, and such failure of violation is any material term or condition of this Agreement, and such failure of violation is any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure of violation is any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure of violation is any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure of violation is any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure of violates any material obligation within this Agreement or violates any material term or condition of this Agreement or violates any material obligation within this Agreement or violates any material obligation within the other party shall have the right to terminate this Agreement or violates and the party shall have the right to terminate this Agreement or violates and the party shall have the right to terminate this Agreement or violates and the party shall have the right to terminate this Agreement or violates and the party shall have the right to terminate this Agreement or violates and the party shall have the right to terminate this Agreement or violates and the party shall have the right to the party shall have the right to the right to the party shall have the right to th

Insolven by. If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not curred within 20 dais following receipt of a detail notice from the other name than the other name shall have the right to terminate this Agreement upon written name than the other name that the other name than the other name than the other name that the other name that the other name than the Insolven by: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days tollowing receipt of a detault notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the detaulting transfer.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other nazardous substance (as defined by any applicable state, tederal, local nazardous substances: Customer certifies that it is not aware of the presence of any asbestos or other nazardous substance. It during such performance Buckeye employees or agents encounter any such substance and 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 under this Agreement agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the agreement substance obligations under this Agreement shall the time premise to ensure that exposure does not exceed the lowest exposure into the protection of the workers. Buckeye may suspend performance obligations under this Agreement shall the time premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Performance obligations under this Agreement shall the time 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 in 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 in the premise of the workers. Buckeye may suspend performance under this Agreement shall the protection of the workers. Buckeye may suspend performance under this Agreement in the protection of the workers. Buckeye may suspend performance under this Agreement in the protection of the workers. Buckeye may such performance under this Agreement in the protection of the workers. Buckeye may such performance under this Agreement in the protection of the workers. Buckeye may such performance under the protection of the workers. Buckeye may such performance under this Agreement in the protecti ement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall exist be extended from the delay caused by said clean up or removal. Customer's fallure to remove or contain the hazardous substance shall entitle Buckeye to reminate this Agreement until sermination.

Agreement further liability is surface to reminate Checkman shall relimbure. Buckeye for excepted in performing this Agreement until sermination. extended for the delay caused by said clean up of removal. Customers railure to remove of contain the hazardous substance shall removal to remove of contain the hazardous substance shall removal to remove of contain the hazardous substance shall removal to remove of contain the hazardous substance shall removal to remove of contain the hazardous substance shall remove to remove of expenses incurred in performing this Agreement until termination.

Without further liability. If Buckeye so terminates, Customer shall relimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval. This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance convenience of the first convenience of the first referenced shows.

Facilities and Equipment The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing a secure accommodation, assistance, facilities, and environmental conditions for the installation and fulfilling and first commissioning and revolution of Senses. The Condens to the following and all necessary electrical power supplies and other installations and fittings and for the commissioning and revolution of Senses. Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and fittings and for the commissioning and provision of Service. The Customer housing of Service Equipment, and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer 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 street installed at the Survive Equipment are installed at the Sites and in accordance with the street installed at the Survive Equipment are installed at the Sites and in accordance with the street installed at the Sites and in accordance with the street installed at the Sites and in accordance with the street installed at the Sites and in accordance with the street installed at the Sites and in accordance with the street installed at the Sites and in accordance with the street installed at the Sites and in accordance with the street installed at the Sites and in accordance with the street installed at the Sites and Insta

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



Schedule 2: National Switched Voice Services

12 Month Agreement _____(initial)

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

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

Calling Cards			PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	\$0.179	\$0.328	\$0.365
Continental US	\$0.123	\$0.423	\$0.625	\$0.487	\$0.524
AK & HI	\$0.490	\$0.625	\$0.023	\$0.362	\$0.399
Canada		\$1.170	\$0.412	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	Ψ0.010		<u></u>

	\$0.00
Monthly Commitment	
Non Recurring Charges	<u>\$0.00</u>
Non Recurring Only 900	

Customer	
Svc Address	
Floor	
City/State	
Zip	



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		Т	Monthly Unit	Qty	Mont	nly Tot
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	a dished					119.
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Monthly Total	/Switched					Vaived
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Customer Ac	quition Credit-One Time Credit				_	
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	Schedule		36 Moi	nth		
	Switched Local Service	- 1	Tern	0		
	Additional Schedules	Attach	36 Mo		一	
	National Services	X	30 1010	1101		
	Facility Services				-1	
	Internet Services					
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Author	ized Customas representative	<u></u>				
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Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever three 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 Imited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to prove the technical integrity of the Network Customer has the field to purpher additional like product at the price specified begins. influed from the residence research beyond the control of Company, Company has the right to mind the matter of which any potential in the products at the price specified herein.

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

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

Charges & P-ayment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable tederal, 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 tacilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any deley 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 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, pureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of nghts-of-way.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (Ess 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 promate portion of a Retention Incentive Offer provided by Company to Customer, plus (D) The full arribuni of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

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

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

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

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

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

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

Force Majeture: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement Force majeture. Neither party shall be liable to the other for any loss of damage which may be sumered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage to the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage to the first party and or portion adaptates, mode, electric, agriculture, production or supply by third parties of the Service Equipment or any part operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 3D days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

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

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

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

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



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

<u>Domestic</u> Outbound 1+ Inbound 8xx		\$0.029 \$0.035	Off Shore Outbound +1	. 5:	\$0.11 \$0.51
Canada 8XX	\$0.13	\$0.13 \$0.05	·	Hawaii	\$0.07
International	Callada				

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

	\$0.00
Monthly Commitment	\$0.00
Non Recurring Charges	<u> 30.00</u>
13.11.12	

Customer Svc Address	
Floor	
City/State	•
Zip	



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Customer						•
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	Additional Schedules	Attach	Month to			
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	Signature by both parties on this d with the master terms and condition the individual terms a	locument co ons attached and pricing in	nstitutes a service ord Customer signature of the attached schedu	er in accorda beinw, agree lies.	ance s to	
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Authori	zed Customer Representative					
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Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term term of Agreement. customer agrees to a minimum term tengin and service type as indicated in the attached schedules, which are provided by Buckeye Telesystem (BTS). To begins immechately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is turnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may Definited 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 Onio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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

Charges & P-ayment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable rederal, state, and local taxes snall not be due Charges & Payment, Payment for service, installation, and monthly recuming and Nort-Recurring Unarges, including applicable federal, state, and local taxes shall not be due earlier than 1.9 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any ledy or failure of the Company's employees or agents. The Company shall not be liable for any ledy or failure of t pendinance of equipment due to causes not reasonably within its control, including out not limited to. acts or God, rice, nood, 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 rederal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

- If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than the control interpretation for defined within the control of the control of the initial term or any subsequent renewal terms for any reason whatsoever other than the control of the control of the control of the initial term or any subsequent renewal terms for any reason whatsoever other than the control of the initial term or any subsequent renewal terms for any reason whatsoever other than the control of the initial term or any subsequent renewal terms for any reason whatsoever other than the control of the initial term or any subsequent renewal terms for any reason whatsoever other than the control of the initial term or any subsequent renewal terms for any reason whatsoever other than the control of the initial term or any subsequent renewal terms for any reason whatsoever other than the control of the initial term or any subsequent renewal terms for any reason whatsoever other than the control of the initial term or any subsequent renewal terms for any reason what is a subsequent renewal terms of the control of t 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-R ecurring 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 benali of Customer, plus

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

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

Warranty. B tuckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that the cityle page right and photographs and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT AND CONCERNING THE CONCERNING THE AGREEMENT AND CONCERNING THE CONCERNING FILNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR MORPOSE) ARE DETECT. EXCLUDED. Company and customer each represents and warrants to 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 INTERPRETATION CONTROL OF THE PROPERTY OF THE

Amendment's: 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 Maii, in person, or electronically. The Customer shall designate on the Service Order an appropriate NOTICE. THE customer may choose to have notices and units derivered via 0.5 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 and the customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate a separate address to which the Customer may also designate as the cus 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 mall or hand deliver payment on that bill. other communications, except that the company may designate a separate address on each out or service to which the customer shall make or name deliver payment on that bill.

Arrangement's 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 Antangements also can be made for deon call of electronic bansier of funds to pay bills. All notices of other communications of either party on the third business writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, 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 extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intellectual property finite of any finite party assisting party and (B) intrinsement of any contribit ratios sector or any property or intellectual property finite of any finite party assisting party. persons, to the extent the loss, destruction, damage, dead, or injury was caused by threshinds from the negligent or intellectual property right of any third party, arising employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising

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

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, datay or failure in manufacture, production or supplies the competent authority war military operations or riot difficulty, datay or failure in manufacture, production or supplies the competent authority war military operations or riot difficulty. name or shoulde or power supplies, flood, drought, ughturing or five, strike, lock-out, trade dispute or labor disturbance, the act or omission or Government, nighway 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

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

Insolvency: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is Insolvency. If either party rails to periorin any material congestion within this Agreement of violates any material term of conduct of this Agreement upon written notice to the notice 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 notice from the other 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 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 the substance of the substance and to the substance are substance. Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to the substance and to the substance are substance. Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to the substance and to the substance are substance. Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to the substance are substance. agents encounter any such substance, customer agrees to take all necessary steps, at its own expense, to remove of contain the aspectos or other nazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement test the premise to ensure mat exposure does not exceed the lowest exposure limit or the projection of the workers. Buckeye may suspend performance under this Agreement shall be until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Bushaus or terminates. Customer shall minimum and proposed included in parforming this Agreement until termination. 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 restricts and equipment. The customer shall provide at all times suitable sectife accommodation, assistance, ractifies, and environmental conditions for the installation and fittings and for the commissioning and provision of Service. The Customer housing of Service Equipment and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall extract the 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 shall exact the customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with

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



Month to Month Agreement _____ (initial)

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

Calling Cards			55 8 USVI	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	PR & USVI	\$0.328	\$0.365
Continental US		\$0.423	\$0.179	\$0.487	\$0.524
AK & HI		\$0.625	\$0.625		\$0.399
	20.004	\$1,170	\$0.412	\$0.362	\$0.414
Canada		\$0.575	\$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	\$5.57	<u> </u>		

	\$0.00
Monthly Commitment	<u> 30.00</u>
	\$0.00
Non Recurring Charges	

Customer	
Svc Address	
Floor	
City/State	
Zip	



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			Build	Required	? <u>No</u>	
	~~.					
		· ·	Monthly Unit	Qty	Mont	hly Tota
Switched	Local Services		\$ 26.95	3	\$	80.8
Essential L			B 20.00			
					\$	80.8
Monthly T	otal/Switched				\$	80.8
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	Facility Services		 			
	Internet Services					
	Signature by both parties on this do with the master terms and condition the individual terms a		stitutes a service order Customer signature be the attached schedule			
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Air	thorized Customer Representative				<u> </u>	
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Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached activations, which are provided by duckeye releasystem (613). I begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever line Customer agrees to pay any increase in direct and/or third pany expenses to provide service to the Customer by the Company.

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

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

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

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

Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company consequents. The Company shall not be liable for any delay or failure of performance or service, equip ment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, equip ment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company. monthly to the Customer in advance of the month which service is provided. service, equip ment, or nacimies, or me acts or omissions or negigence or me company's employees or agents. The company shall not be liable for any delay or lattire or penormance or equipment bulleto causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other calastrophes; any law, order, regulation, direction, action, equipment us end causes not reasonably within its control, including out not influed to, acts of God, fire, flood, explosion, or other datastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or or request of the United States government or of any other proposition of cut in the United States government or of any other proposition of cut in the United States government or of any other proposition of cut in the United States government or of any other proposition of cut in the United States government or of any other proposition of cut in the United States government or of any other proposition of cut in the United States government or of any other proposition of cut in the United States government or of any other proposition of cut in the United States government or of any other proposition of cut in the United States government or of any other proposition of cut in the United States government or of any other proposition of cut in the United States government or of any other proposition of cut in the United States government or of any other proposition of cut in the United States government or other proposition of cut in the United States government or other proposition of cut in the United States government or other propositions are propositionally as a control of cut in the United States government or other propositions are propositionally as a control of cut in the United States government or other propositions are propositionally as a control of cut in the United States government or other propositions are propositionally as a control of cut in the United States government or other propositions are propositionally as a control of cut in the United States government or other propositions are propositionally as a control of cut in the United States government or other propositions are propositionally as a control of cut in the U or request of the united states government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any other pstuments in or of any military authority; preemption of existing 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.

I emination relatines calibellation of Service by the customer.

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

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

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

Warranty, Bu ckeye warrants that Services shall be performed in a limely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE SETUICES OF THE SERVICES OR ANY DAPT THEREOGEED A DAPTICAL AD BLIDDOGEN ADE HEDERY EYELLIDED. COMPANY OR OTHERWISE, EXPRESS OR IMPLIED. AGREEMENT, ALL CUNDITIONS 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 PHINESS OF THE SERVICES OR ANT PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that I 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 a greement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

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

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

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

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other pany 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, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intellectual property right of any third party, arising from and to the extent expense that the act or invites; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent

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

Force Majoure Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is that to any cause beyond the first party of agreement that such damage or failure is that to any cause beyond the first party of agreement that such damage or failure is that to any cause beyond the first party of agreement to the extent that such damage or failure is that the extent that such damage or failure is that the extent that such damage or failure is that the extent that such damage or failure is that the extent that such damage or failure is that the extent that such damage or failure is the such damage. 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 the party is the party of the party is the party of the party including without limitation any act of God, inclement weather, failure or shortage of party is provided the party of the party to the extern that such damage or failure is due to any cause beyond the first party's reasonable control including without initiation any act or Goo, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications or power supplies, 1000, drought, lightning or tire, sinke, lock-out, trade dispute or labor disturbance, the act or ornission of Government, highway authorities, public telecommunications operations or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part operations.

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

Insolvency. If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not Insolvency. It eather pany talks to perform any material colligation within this Agreement or violates any material term or contoution of this Agreement, and such failure or violation is not controlled in the collection of the c

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

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

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment: The customer shall provide at all times suitable secure accommodation, assistance, lacinities, and environmental conditions for the installation and housing.

Service Equipment, and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that Service Equipment, and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision or Service. The Customer shall assure that the Sites and in accordance with the specifications such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications

Standard of Service Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such Standard of Service buckeye reserves the right to modify, change, add to or replace the buckeye retwork or the Service Equipment of any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable enceavors to ensure it does not materially detract from, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable enceavors to ensure it does not materially detract from, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable enceavors to ensure it does not materially detract from, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable enceavors to ensure it does not materially detract from, and the shall be carried at the shall be Services.



12 Month Agreement (initial)

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

Calling Cards			PR & USVI	Guam	N Mariana IS.
From: /To:	Continental US	AK& HI		\$0.328	\$0.365
Continental US		\$0.423	\$0.179	\$0.487	\$0.524
AK & HI		\$0.625	\$0.625	\$0.362	\$0,399
Canada	20.004	\$1.170	\$0.412	\$0.377	\$0.414
PR & USVI		\$0.575	\$0.679	\$0.571	

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

Customer	
Svc Address	
Floor	
City/State	
Zip	The state of the s



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Customer Conta	ct	<u>_</u>	Contact Tel#			
Contact Tel#						
			Ta	ax Exempt	? <u>No</u>	
			Build	Required'	? <u>No</u>	
•			Monthly Unit	Qty	Mont	nly Tota
Switched Local	Services			2	\ S	55.90
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Monthly Total/So	witched				\$	55.9
Monthly Total/S	Switched				\$	60.0
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	Switched Local Service	ces	Month to	Month		
		Attach	Ter			
	Additional Schedules	X	Month to	Month		
	National Services				{	
	Facility Services Internet Services					
	Signature by both parties on this d	locument cor	nstitutes a service ord	er in ænnordar oeløw agrees	nce to	
	with the master terms and condition the individual terms of	and pricing in	the attached schedu	les		
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amaoriz	ed Customer Representative					
Milliotin				Tit	tle	
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Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term 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 (615). Degins imme diabely upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

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

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

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

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

Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or puritive damages to the Customer as a result of any Company service, aquilipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, aquilipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, equipment, or racinities, or the acts or onitissions or negigence 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, equipment due to causes not reasonably within its coninti, including out not inflice to, acts of you, life, flood, explosion, or other catastropnes, any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department 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-ol-way.

remination remaines. Cancellation of Service by the Customer.

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

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

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

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

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

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

Maintena n.ce: 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 warmens not, buckeye shall be responsible or the mannerance of the buckeye intervolk and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address Notice. The customer may choose to have notices and bits delivered via 0.5 mian, in person, or electronically. The customer shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall not be middled and provided the customer may also designate a separate address to which the company's bills for service shall not be middled and provided the customer may also designate a separate address to which the company's bills for service shall not be middled and provided the customer may also designate a separate address to which the company's bills for service shall not be company's bills for service shall not be company and the customer may also designate a separate address to which the company's bills for service shall not be company's bills for service shall not be company and the customer may also designate a separate address to which the company and the customer may also designate a separate address to which the company is believed to the company and the customer may also designate a separate address to which the company and the customer may also designate a separate address to which the company and the customer may also designate a separate address to which the customer may also designate as the to writen the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the Customer shall mail or deliver all notices and other communications, be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, DE mailed or delivered electronically. The Company shall designate on the Service Order all address to which the Customer shall mail or deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand believe 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 for credit care of electronic transfer or funds to pay bits. All notices or other communications required to be given pursuant to the tails will be in writing. Notices and other communication, of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees; agents, and the injury and the information of the Indemnifying Party, its employees; agents, and the injury and the information of the Indemnifying Party, its employees; agents, and the injury and the in extern the 1055, destruction, deringly, deadt, or injury was caused by or resumed from the negligent or intellectual property right of any third party, asking from and to the extent representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, asking from and to the extent

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

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

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured DETAILS. IT CHARGE PARTY THIS TO PERFORM ANY INTERIOR CONTINUES A STREETHERS OF VIOLETCE ANY INTERIOR OF CONTINUES OF CONT

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

Hazarclous 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 nazarcious substances, customer centres mentres not aware of the presence of any assessor of other nazardous substance (as defined by any applicable state, receral, 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 nazara ous waste or environmental law or regulation) at any site where Buckeye is to periorin services under this Agreement. It ouring such periormance buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the aspessor order nazardous substance and to lest the professor to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay the standard standard of the province of contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If containment has been completed and approved by the appropriate governmental agency and buckeye. Performance contigations under rule Agreement shall be extended for the discussed by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such nedification, 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, provided by Buckeye. 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 non, require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



Month to Month Agreement _____ (initial)

Domestic Outbound 1+ Inbound 8xx Canada 8XX	\$0.029 \$0.035	\$0.029 \$0.035 \$0.13	Off Shore Outbound +1	n Dies	\$0.11 \$0.51
Canada 8XX International		20.05		Hawaii	\$0.07

Calling Cards			PR & USVI	Guam	N Mariana IS.
From: / To:	<u>Continental US</u>	AK& HI	\$0.179	\$0.328	\$0.365
Continental US		\$0.423	\$0.625	\$0.487	\$0.524
AK & HI		\$0.625	\$0.623	\$0.362	\$0.399
Canada		\$1.170	\$0.412	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	\$0.079		

	\$0.00
Monthly Commitment	\$0.00
Non Recurring Charges	<u> 50.00</u>
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	• •
Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

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

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

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Charges & P-ayment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable tederal, state, and local taxes shall not be due earlier tnan 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 tnen 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 catastropnes; 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 ol 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 nghis-of-way.

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

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

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARDANTIES, EAFTIESS OF INFELD, STATISTICAL 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 identity or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Gustomer's

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mall 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 indemnity, and detend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' less for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, 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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tarill rates and charges wilthin 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 telecorramunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture; production or supply by third parties of the

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

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

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

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

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



36 Month Agreement ____ (initial)

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

			T		
Calling Cards			77.0 (10)//	Guam	N Mariana IS.
From: /To:	Continental US	<u> AK& Hl</u>	PR & USVI		
		\$0,423	\$0.179	\$0.328	\$0.365
Continental US	\$0.123		\$0,625	\$0,487	\$0.524
AK & HI	\$0.490	\$0.625	\$0.625		\$0.399
	22.004	\$1.170	\$0.412	\$0.362	
<u>Canada</u>			\$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	ψ0.075	1	

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

Customer	
Svc Address	
Floor	
City/State	
Zip	



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	Facility Services		<u> </u>		-	
	Internet Services					
	Signature by both parties on this di with the master terms and condition the individual terms a	ocument cons	titutes a service order Customer signature na the attached scheduje		· 	
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Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is iumished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be General: The service is infinished on the condition that it will be used only for authorized and navior 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 rariffs of BTS

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

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

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Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses, menoning reasonable autometry less to (A) any loss, destruction, or asmirage to property or the indemnined many or any time party, in the death of or injury to persons, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, agents, 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 nolice shall immediately communicate with the other party the source, timing and use of such

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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

Domestic Outbound 1+	\$0.040	Interstate \$0.036	Off Shore Outbound +1	- Dian	
Inbound 8xx	\$0.036	\$0.040		Alaska	\$0.51 \$0.07
International	Canada	\$0.05		Hawaii	ψ0.07

Calling Cards			PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	\$0.179	\$0.328	\$0.365
Continental US	1	\$0.423	\$0.625	\$0.487	\$0.524
AK & HI		\$0.625	\$0.623	\$0.362	\$0.399
Canada	\$0.294	\$1.170	\$0.412	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	ψυ.015	1	

the Commitment	\$0.00
Monthly Commitment	\$0 <u>.00</u>
Non Recurring Charges	00.00

Customer	
Svc Address	
Floor	
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Master Terms & Conditions

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

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

Severability: In the event that one or more of the provisions herein shall for any reason be held to be fliegal 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 AGRICEMENT, ALL CONDITIONS AND WARRANTIES, EAFTESS OR IMPLIED, STATISTICAL OR OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for address to writen the Company small beliver all notices and other communications, except that the Customer may also designate a separate address to which the Customer shall mail or deliver all notices and other service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other 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, Claims: With respect to any service or facility provided by the Company, each party shall indemnity, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys less for (A) any loss, destruction, or damage to properly of the Indemnitied Party or any third party, or the death of or Injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnitying Party, its employees, agents, representatives, or invitees; and (B) intringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnilying party

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

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, tallure or shortage of power supplies, flood, drought, lightning or lire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public tele-communications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the

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

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 willhin 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the

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

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 information, change, administrative replacement shall be carried out at outdeye's own expense and budges shall be reasonable endeavors to ensure a does not materially defract from, rectice or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer from, rectice 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.



12 Month Agreement _____ (initial)

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Domestic	Intrastate	Interstate	Off Shore		00 11
·		\$0.029	Outbound +1	Puerto Rico	\$0.11
Outbound 1+	\$0.029		Julia	US Virgin Islands	\$0.11
Inbound 8xx	\$0.035	\$0.035			\$0.51
		\$0.130		Alaska	
Canadian 8xx		\$0.05		Hawaii	\$0.07
International	Canada	\$0.05			

			1		
Calling Cards			DD 8 HCVI	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	PR & USVI	\$0.328	\$0.365
Continental US	\$0.123	\$0.423	\$0.179		\$0.524
AK & HI		\$0.625	\$0.625	\$0.487	\$0.324
Canada	20.004	\$1.170	\$0.412	\$0.362	
PR & USVI		\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
	\$0.00
Non Reoccurring Charges	20.55

Customer	
Svc Address	
Floor	
City/State	
Zip	



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		_	ec Bill Name ill Address			
Floor		_				
City/State _		•				
Zip	·		ip		_	
		.	Billing Contact			
Customer Cont	act	-	Contact Tel #			
Contact Tel #			_			
			Та	x Exempt	? <u>No</u>	
		•	Build	Required	? <u>No</u>	
					Month	ily Tota
Switched Loca	l Services		Monthly Unit	Qty	\$	131.70
Essential Lines			\$ 21.95	6	- -	101
Essential Lines						
					\$	131.7
Monthly Total	/Switched/Facility/Internet					Waive
Non Recurring	Charges					
			Torn			
	Schedule		Tern 36 Mo			
	Switched Local Servi	ces				
	Additional Schedules	Attach	Tern			
	National Services	X	36 Mo	nth		
	Facility Services					
	Internet Services					
	Signature by both parties on this do	ocument cons	stitutes a service order i	n/accordanc	.e	
	the individual terms a	ing pricing in	the attached schedules	_		
	: 				-	
						
Authori	zed Customer Representative					
				Tit	tle .	
	Title		•			

Term of Agre-ement: 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 immed attely upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Montin-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 tirrne to lime for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

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

Charges & Payment: Payment for service, 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 service, equipment of neutron reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, equipment of the 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, commonission, oureau, 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; rious; wars; unavailability of nghis-of-way.

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

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

Warranty, Buickeye warrants that Services shall be performed in a limely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EAFRESS ON IMPLIED, STATUTION ON OTHERWISE, (INCLUDED, Company and Customer each represents and warrants that if FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE; ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that if has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the a greement 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 i dentify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

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

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

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

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

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

Hazardous Substances Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter a ny 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 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 an d/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment: The outsides and provide at an inner surface accommodation, adaption, admires, and environmental conditions in the installation and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and attributions are effected at the Customer's colorest before Service and Service Equipment are installed at the Customer's colorest provision and attribution are effected at the Customer's colorest performance and Service Equipment are installed at the Customer's colorest performance. such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications

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



36 Month Agreement (initial)

			Off Chara		
Domestic	Intrastate	Interstate	Off Shore		\$0.11
·	\$0.029	\$0.029	Outbound +1	Puerto Rico	
Outbound 1+				US Virgin Islands	\$0.11
inbound 8xx	\$0.035	\$0.035		Alaska	í <u></u> /
Canada 8XX		\$0.13			\$0.07
		\$0.05		Hawaii	\$0.07
International	Canada	Ψ0.00	<u> </u>		

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

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

Customer	
Svc Address	
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City/State	
Zip	



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

Master Terms & Conditions

Term of Agr eement: Custome: agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins imme dialety 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 time Gustomer agrees to pay any increase in direct and/or third party expenses to provide service to the Gustomer by the Company.

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

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

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

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

Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or 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, pureau, 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; nois; wars; unavailability of rights-of-way.

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

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

Warranty, Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full 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 i dentify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

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

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 altorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses, including reasonable altorneys' 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, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, and the Indemnifying Party in the Index of the representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent

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

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

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

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

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

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

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

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



36 Month Agreement ____ (initial)

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

			1		
Calling Cards			77.0.115\//	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	PR & USVI		\$0.365
Continental US		\$0.423	\$0.179	\$0.328	
		\$0.625	\$0.625	\$0.487	\$0.524
AK & HI	95,111	\$1.170	\$0.412	\$0.362	\$0.399
Canada			\$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	Ψ0.010		

Monthly Commitment	\$0.00
	\$0.00
Non Recurring Charges	

Contamor	<u>-</u>
Customer	
Svc Address	
Floor	·
City/State	
Zip	



Telecommunications Master Service Agreement

Contact Tel # Contact	Name	Exempt' Required'	? No	
Sustomer Sec Bill Name Sec Bill Address Sec Billing Contact Tel # Switched Local Services Monthly Total Switched Sec Billing Contact Sec Billing	Name	« Exempt'	? No	
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Date The information contained herein is confidential and proprietar		5-4	е	

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeys TeleSystem (BTS). Term-Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which ale provided by Buckeys Telebysiem (BTS): Toponis Immediate by Upon the Solvice Installation (billing) date. If Customer tollowing the completion of the initial term transitions to a Month-To-Month agreement for any reason the provided sentence by Upon the Solvice Installation (billing) date. If Customer tollowing the completion of the initial term transitions to a Month-To-Month agreement for any reason.

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Whatshever the Costomer agrees to pay any increase in direct and/or hard pany expenses to provide service to the Customer by the Company. General: The service is turnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to this evaluability of facilities and may General: The service is turnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to has evaluability of facilities and be limited from three to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its relecommunications network be limited from three to time for reasons beyond the control of Company. Company has the right to purchase additional tike products at the price specified herein. ("Network") is used to protect the technical integrity of the Network.

Governing Livia. This Agreement's governed by and subject to the laws of the State of Ohio, the rules of the Public Utilines 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 pany outside of

Charges & Payment: Payment tot service, installation, and monthly recurring and Non-Frecurring Charges, including applicable federal, state, and local taxes shall not be due cause the many services and local taxes shall not be due cause the many shall be not hald by the due date discussive within 30 days of receipts differ becomes not due. The Company soull prepare within 19 transitions and the date discussive within 30 days of receipts differ becomes not due. The Company soull prepare within 19 transitions and the date discussive within 19 transitions and the date discussive within 19 transitions and the date of the date discussive within 19 transitions and the date of the date discussive within 19 transitions and the date of the date discussive within 19 transitions and the date of the

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable tederal, state, and lecal taxes shall not be due cancer than 19 trays from the date on the bill. If the hill is not paid by the due date (usually within 30 days or receipt), if then necomes past due. The Company shall present bills for Recurring answers monthly to the Company and the report which sented to province a payment of the report which sented to province a payment. for Recurring characters monthly to the Customer in advance of the month which service is provided.

Limitation of L1 ability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any consequential exemplary, or punitive damages to the Customer as a result of any consequential exemplary, or punitive damages to the Customer as a result of any consequence of the Company of Limitation of LI ability: 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 services, equipment, or facilities, or the acts or omissions or negligence of the Company's emotoyees or ligents. The Company shall not be liable for any delay or railure of the Company's emotoyees or ligents. The Company shall not be liable for any delay or railure of the Company's emotoyees or ligents. The Company shall not be liable for any delay or railure of the Company's emotoyees or ligents. The Company shall not be liable for any delay or railure of the Company's emotoyees or ligents. The Company shall not be liable for any delay or railure of the Company shall not be liable for any del Company Service, equipment, or ractilities, or the acts or omissions of negligence of the Company's employees or ligents. The Company shall not be liable for any delay or railure penormanch of Equipment due to cause; not reasonably within its commit, including but not limited to: acts of God, file, flood, explosion, or other cause; any law, order, required to the cause; not reasonably within its commit, including but not limited to: acts of God, file, flood, explosion, or other causers not lead on the causers not reasonably within its committee. PERFORMANCE OF Equipment due to causes not reasonably within its comitor, including our not limited to: acts of Isou, the, 1100d, explosion, or other caustropnes; any law, order, repulation, direction, action, of request of the United States government of of any other government; including state and local government; naving of claiming jurisdiction over the company of the United States government of other incrementalism of any other mark of these senses. It was a company of the Company of the Company of the United States government of the Company of the repulation, differmon, action, or request of the United States government or of any other government, including state and local government having of claiming jurisdiction over the company, or of any department of agency, commission, pureau, corporation, or other instrumentality of any one or more of these teoeral, state or local governments, or of any other instrumentality of any one or more of these teoeral, state or local governments, or of any others are not any other or other than the company of the company Things aumority; or any secondarity agency, commission, one and composition, or other instrumentality or any one or more or mese reusial, state or military aumority; preempisor of existing service in compliance with national emergencies; insurrections; not; wast; unavailability of rights-of-way.

- Termination Pernatures, Cancellation of Service by the Lustomer.

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 All New Regulation Charges reasonable expensed by Company to establish senting in Customer, thus
- (B) Any discontraction, early cancellation, or remination charges reasonably incurred and paid to third pames by Company on behalf of Customer, plus A) All Non-Recumng Charges reasonably expended by Company to establish service to Customer, plus
- (D) The full an ount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one of more of the provisions nersin shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent Deverability - It is the event that the or more or the provisions necessary To imake such provision(s) legal and enforceable; provided, nowever, that the agreement as revised is consistent with the patities original intent.

Warrants: B utbleve warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH INTHE AGREEMENT AND CONCEDNING THE STATISTICAL OF OTHERWISE THAT INDING RICE NOT UNITED TO ANY CONCEDNING THE AGREEMENT AND CONCEDNING THE STATISTICAL OF OTHERWISE THAT AND CONCEDNING THE STATISTICAL OF OTHER WARRAIN; B LICKNY WARRAINS THAT SERVICES Shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH INT.

AGREEMENT, ALL CONDITIONS AND WARRAINTES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and variants that the first of the first support of the services of support in a service and support in a se HINESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE; ARE MERCEDY EXCLUDED. Company and customer each represents and warrants to the first agreement is a valid and binding obligation enforceable against the accordance with the terms of the agreement. is now now region power, name, and administ in execute and periodic unit agreement, and that the agreement is a valid and binding obligation enforceable against it in accompance with the terms of the agreement.

Maintenan—ET 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 Maintenant—ET Eluckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer or Customer's expenses to kientify or correct any failure caused by facilities and equipment not furnished by Eluckeye of 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 and the companies of the compani Notice: The Customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate an operate address to which the company's bills address to which the company shall delivered persons and other communications, except that the Customer may also designate a separate address to which the company's bills by sending shall delivered by sending shall delivered by shall be shall be shall be shall be shall by shall -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 anaddress to which the Customer shall mall or hand deliver payment on that bill other communications, except that the Customer shall mall or hand deliver payment on that the company shall be mailed or delivered electronically. The Company shall designate address on each bill for service to which the Customer shall mall or hand deliver payment to that shall be in the communications required to be given pursuant to the shall be in the communications of the communications of electronic transfer of funds to pay bills. All notices or other communications of the other party on the third husiness also can be made for credit card or electronic transfer of the Company, shall be presumed to have been delivered to the other party on the third husiness without the Company is also be presumed to have been delivered to the other party on the third husiness.

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Claims: Witth respect to any service or facility provided by the Company, each pany shall indemnify, and detend the other pany from all claims, actions, damages, liablines, costs, and extend the other pany from all claims, actions, damages, liablines, costs, and extended party or any truth party or the death of or inlimits. 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, or and expenses, including reasonable attorneys' sess to (A) any loss, destruction, or damage to property of the indemnified Party or any third party, or the death of or injury to expenses, including reasonable attorneys' sess to (A) any loss, destruction, or damage to property of the indemnified Party or any third party, or the death of or injury was caused by or resulted from the negligent or interioral act or omission of the indemnifying Party, is personable as the property of the indemnified Party or injury was caused by or resulted from the negligent or interioral property of the indemnified Party or any throughout the death of the indemnified Party or any throughout the indem persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, ragents, representatives, or invites; and (B) intringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any finite party, arising from and to the extent caused by the act or omission of the indemnitying party.

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, date and video services to Customer per its tariff rates and charges within ATTED standard internal of installation in accordance with possible expensions extend on Page 1 (2) The information contained berein is confidential and numberous and charges within ATTED standard internal of installation in accordance with possible expensions craterious. Special Provisions: (1) Buckeys i electystems responsibility, other than specified herein, is to provide voice, date and video services to customer per its tariff rates and charges within NTSS 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 directly companied to the charge and the page of the page from and to the extent caused by the act or omission of the indemnitying party within NTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)) he information contained herein is commented and proprietary and should not be disablesed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and

Force Majerate: Neither party shall be liable to the other for any loss or damage which may be sufficied by the other party, or for any failure to perform its obligations under the American Provided the first name to be supported to the agent that such damage or failure is due to any cause bound the first name to be supported to the agent that such damage or failure is due to any cause bound the first name to the agent that such damage or failure is due to any cause bound the first name to the agent that such damage or failure is due to any cause bound the first name to the agent that such damage or failure is due to any cause bound the first name to the agent that such damage or failure is due to any cause of the first name to the agent that such damage or failure is due to any cause of the first name to the agent that such damage are failure in the first name to the agent that such damage are failure in the first name to the first name to the agent that such damage are failure in the first name to the f Force Majerine: 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 shortened 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, and the failure of 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, and the failure of 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, and the failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, and the failure is due to any cause beyond the first party's reasonable control including without limitation and act of God, inclement weather, and the failure is due to any cause beyond the first party and the failure is due to any cause beyond the failure is due to any cause b Agreement to the extent that such damage of failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather failure or the track of the extent that such damage of failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather failure or short failure or such that such damage of failure is damage or failure in the companion of the failure of Tailure or shortage of power supplies, flood, drought, lightning or lire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public tele communications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of

Default: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such tailure or violation is not condition of this Agreement, and such tailure or violation is not condition of this Agreement, and such tailure or violation is not condition of this Agreement, and such tailure or violation is not condition of this Agreement, and such tailure or violation is not condition of this Agreement, and such tailure or violation is not condition of this Agreement, and such tailure or violation is not condition of this Agreement, and such tailure or violation is not condition of this Agreement, and such tailure or violation is not condition of this Agreement, and such tailure or violation is not condition of this Agreement, and such tailure or violation is not condition of this Agreement, and such tailure or violation is not condition of this Agreement, and such tailure or violation is not condition or this Agreement is not condition or this Agreement is not condition or this Agreement is not condition or the condition of this Agreement is not condition or this agreement is not condition or this agreement is not condition or this agreement. Default: If either party talls to perform any material obligation within this Agreement of violates any material term of condition of this Agreement, and such failure of violates any material term of condition of this Agreement, and such failure of violates any material term of condition of this Agreement, and such failure of violates any material term of condition of this Agreement, and such failure of violates any material retire of the failure of violates any material retire of the failure of violates any material obligation of this Agreement, and such failure of violates any material retire of condition to the failure of violates any material retire of the failure of violates any material retire of the failure of violates any material obligation of the failure of violates and the failure of violates and
Insolvency: If either party tails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cutzed, within 30 done following resold of a default native other native then the other native shell have the right to terminate this Agreement upon written action to the other native then the ready shell have the right to terminate this Agreement upon written action to the other native then the ready shell have the right to terminate this Agreement upon written action to the other native then the ready shell have the right to terminate this Agreement. IT SO WE THE PARTY THIS TO DESIGN ANY MATERIAL ODLIGATION WITHIN THIS Agreement or VIOLATES ANY MATERIAL TERM OF CONDITION OF this Agreement, and such failure or VIOLATED NOT CUTED WITHIN A GREEMENT, AND SUCH THIS Agreement upon written notice to the not cuted within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting that the party shall have the right to terminate this Agreement upon written notice to the

Hazardo US - Substances: Customer certifies that it is not aware of the presence of any aspessos or other hazardous substance (as defined by any applicable state, federal, local hazardous substances: Customer certifies that it is not aware of the presence of any aspessos or other hazardous substances (as defined by any applicable state, federal, local hazardous substances: Customer certifies that it is not aware of the presence of any aspessos or other hazardous substances (as defined by any applicable state, federal, local hazardous substances; Customer certifies that it is not aware of the presence of any aspessos or other hazardous substances (as defined by any applicable state, federal, local hazardous substances). Hazardo us Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local nation waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. It during such performance Buckeye employees or agents encounter any such substance, and to agents encounter any such substance. Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to the substance and the substance of the unities. Burkeye may suppose under this Agreement. 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 the profession of the workers. Buckeye may suspend performance under this Agreement lent the premise to ensure that exposure does not exceed the lowest exposure limit for the profession of the workers. Buckeye may suspend performance under this Agreement lent the profession of the workers. Buckeye Definition of the profession of the profession of the performance obligations under this Agreement lent the profession of the profession of the performance obligations under this Agreement lent the profession of the profession of the performance obligations under this Agreement lent the profession of the performance obligations under this Agreement lent the profession of the performance obligations under this Agreement lent the profession of the performance obligations under this Agreement lent the profession of the performance obligations under this Agreement lent the profession of the performance obligations under this Agreement lent the profession of the performance obligations under this Agreement lent the profession of the performance obligations under this Agreement lent the performance obligations are performanced by the performance of the performance obligations are performanced by the performance of the performance 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 and the permission of 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 entitie Buckeye to terminate this Agreement extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitie Buckeye to terminate this Agreement until termination. 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 credit worthiness in accordance with established MTSS provisions. The Company may request an advance previous advance previous and the provisions of the filled tariff reterenced abvance previous and the provisions of the filled tariff reterenced abvance previous and the provisions of the filled tariff reterenced abvances. LIGHT AP PITOVAL, THIS agreement is subject to customer establishment of debtworkin measurables with each advance payment and/or deposit in accordance with MTSS and the provisions of its filled tattiff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and boulet part of Spains Equipment and all reservoirs in course supplies and other installations and fillings and for the commissioning and provision of Spains. Facilities and Equipment. The Customer shall provide at all times suitable secure accommodation, assistance, raclinies, and environmental conditions for the installation and housing of Service Equipment, and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer housing of Service Equipment are inchalled at the City and in contract the customer's pole onet hedres Service and Service Equipment are inchalled at the City and Indiana. 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's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specific provision are provided by European.

Stand and of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network of the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's nwn expense and Buckeye shall use reasonable endeavers to ensure the dear are not addition. Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any appearance comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially used by the Buckeye Network physical interface or protocol used by the Charlest 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)

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

Calling Cards			PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	\$0.179	\$0.328	\$0.365
Continental US	\$0.123	\$0.423	\$0.625	\$0.487	\$0.524
AK & HI	\$0.490	\$0.625	\$0.023	\$0.362	\$0.399
Canada	\$0.294	\$1.170	\$0.412	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	φυ.079	7	-

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

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

generated on this date and is	S VAIIU IOI 30 days					
		В	ill Name			<u></u>
Customer		_	ec Bill Name			
-		В	ill Address			
Floor City/State		-	ir/Room		-	
Zip			ity/State			
		2	ip		-	
	<u>.</u>	E	Billing Contact			
Customer Contac	ct	. (Contact Tel #			
Contact Tel#		. ,	Τ_	x Exempt	2 No	
			ا ع المانيات	Required	? No	
•			Dullo	/ toquii = =		
			Monthly Unit	Qty	Mon	thly Tot
Switched Local	Services		\$ 21.95	14	\$	307.3
Essential Line			Φ Z1.50			
						
					- \$	307.
Monthly Total/Sv	vitched				1\$	307.
Monthly Total/S	witched					Waived
Non Reoccurring	g Charges					
	Schedule		Tern		_	
ţ.	Switched Local Service	ces	36 Mo		{	
ţ	Additional Schedules	Attach	Terr		┥.	
	National Services	Х	36 Mo	<u>nth</u>		
	Facility Services			<u>·</u>		
	Internet Services		<u> </u>			
	Signature by both parties on this d with the master terms and condition the individual terms	document cor ons attached. and pricing in	istitutes a service orde Customer signature and the attached scheduse	r⁄ih accordan elow; aqr6∈3 es.	to	
		_				
Kuthorize	ed Customer Representative		-			
				Tit	le	
				Da		

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TaleSystem (BTS), Term Term of Agreement. Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye Teles vision to Editor. Degins 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. whatsoevert: he Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General The service is turnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be General Times service is jurnished on the condition intal it will be used only for authorized and tawful purposes. The service is directed subject to the availability of racinitis and may be limited from the 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 -aw. This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than Charges or symmetric regiment for service, installation, and monthly recording and notificed unity charges, including applicable receipt, state, and local taxes sharing or one 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 lines 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 Emmanur - Leading. The Company will not be leadle for any indirect, including, special, consequential, exemplarly, or puritive damages to the Customer as a result of any Company service, equi primeril, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, equi primeril, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, equi primeril, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, equi primeril, or facilities, or the acts or omissions or negligence of the Company's employees or agents. service, equilibration, or ractimes, or me acts or omissions or negligence or the Company's employees or agents. The Company shall not be liable for any delay or fature of performance or equipment of Lie to causes not reasonably within its conirol, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any taw, order, regulation, direction, action, equipment a Lie to causes not reasonably within its control, including but not limited to, acts or educ, including country action, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any other government or of any other governments. or request of the office diales government or or any one; government, including state and local governments reving or claiming jurisdiction over the company, or or any department agency, com mission, 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; note; wars; unavailability of rights-of-way.

- Termination Fernances. Cantellation 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 delined within the applicable rariff), or it 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 faird parties by Company on behalf of Customer, plus
- (C) The pro rate portion of a Rerention Incentive Offer provided by Company to Customer, plus (D) The full a mount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

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

Warranty: ELLickeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE Warranty: ELLICKEYE WARRANTIES INAL SERVICES SHAILDE PERFORMED IN A LIMEY AND PROFESSIONAL MARRING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEME N 1, 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 PENNESS OF THE BENVILES ON ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and customer each represents and warrants that has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

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 INVARIABLE C. DUCKEYE SHALL DE RESPONSIBLE FOLLDE MAINTENANCE OF THE DUCKEYE NELWORK AND SERVICE Equipment and shall have the right to charge the Customer for its costs and expenses Lo i dentity or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's expenses.

Amendme nt .: 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 milled for delivered designate as designated as designate to which the Company shall deliver all notices and other communications, except that the customer may also designate a separate address to which the Customer shall mail or deliver all notices and other communications, 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, because of the Service order and address to which the Customer shall mail or deliver all notices and other communications, be mailed Of Delivered electronically. The company shall designate on the Service Groer an address to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the company may designate a separate address on each plant or service to which the consoner shall make the payment on that one. Analogements 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 tartiff will be in writing. Notices and other communications are of the communications and the communications of the communications are of the communications. not be office of the company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and Claims: vivin respect to any service or facility provided by the company, each party shall indefining, and deterior the other party from all claims, actions, dentages, neutilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to properly of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses, including resourcion automorps ressou (A) any ross, destruction, or damage to properly or the indemnine Party or any unito party, or the clean or or injury to persons, extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, agents, extent the 105%, destruction, damage, deaut, or injury was caused by or resolute from the negligent of intentional act or onlission or the indentinging marty, as employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within Operation is 100 visions. (1) buckeye releasystems responsibility, unter man specified netrain, is to provide voice, data and video services to customer per its rantificates and charges will MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be who a statutation interval or installation in accordance with possible exceptions stated on rage in (2) the information contained herein is confidential and proprietary and should not be disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such

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

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

Insolven cy: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not INSURVENCE, ILL EMPEROPARTITIES TO PERFORM any material congenion within the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting

Hazarcio us Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local 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 nazaracias was te or environmentariam or regulation) at any site where buckeye is to periorin services under hits Agreement. It utiling such periorinance address 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 containing the characteristic and the control of the workers. Buckeye may suspend performance under this Agreement until the removal or containing at the characteristic and the characteristic to ensure that exposure does not exceed the lowest exposure finition the protection of the workers. Duckeye may suspend performance under this Agreement until the removal of containment his as been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay containment his as been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay containment his assertion as a second of the delay of the approved of the approved of the delay of the approved of the approve contact intent in as been completed and approved by the appropriate governmental agency and buckeye. Performance obligations under this Agreement shall be extended for the decayed by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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

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



36 Month Agreemem ____ (initial)

Domestic Outbound 1+ Inbound 8xx	\$0.029 \$0.035	Interstate \$0.029 \$0.035 \$0.13	Off Shore Outbound +1	Puerto Rico US Virgin Islands Alaska	\$0.11 \$0.51
Canada 8XX International		20.05		Hawaii	\$0.07

					
Calling Cards			75.0.115\/1	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	PR & USVI	\$0.328	\$0.365
Continental US	r	\$0.423	\$0.179	\$0.487	\$0.524
AK & HI	1 !	\$0.625	\$0.625	\$0.362	\$0.399
Canada	T 004	\$1.170	\$0.412 \$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	\$0.575	φυ.679		

Commitment	\$0.00
Monthly Commitment	\$0.00
Non Recurring Charges	90.52

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

						Move/Transi
generated on this date a	nd is valid for 30 days					Movertrans
Customor			Bill Name			
Customer Svc Address		-	Sec Bill Name			
Floor		-	Bill Address			
City/State			Fir/Room		_	
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Customer Con	tact	-	Contact Tel #			
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	Facility Services	+			7	
	Internet Services	+			7	
	Signature by both parties on this do	is attached. I	stitutes a service order Customer signature Mel the attached schedules	OM MOTISES IN		
					-	
unorize	d Customer Representative		<u> </u>			
	Title			Title	· .	
	Date e information contained herein is confic	_		Date		

Term of Agreem -en:: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term, before the length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term, before the length and the service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term, before the length and the service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term, before the length and the service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term, before the length and the service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term, before the length and the service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term, before the length and the service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term, before the length and the service type are the length and the lengt Term of Agreets -en:: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Telephonis immediate the transitions to a Month-To-Month agreement for any reason by the Customer tollowing the completion of the indial term transitions to a Month-To-Month agreement for any reason. and mining disc=19 upon the service installation (billing) date. If Customer renowing the completion of the thillar term transitions to a Monti-16-atsoevertme C≟ustomer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: Tile Stanice is turnished on the condition that it will be used only for authorized and lawful purposes. The service is object to the availability of facilities and may be limited to the service is object to the availability of facilities and may be limited from a new portion of the resecond universities persons. General: The Struce is turnished on the condition that it will be used only for authorized and lawful purposes. The service is obsered subject to this availability of facilities are be limited from it rule to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network be limited from it rule 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. Company is the right to purchase additional like products at the price specified herein.

Governing Line: This Agreement is governed by and subject to the laws of the State of Onio, 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 pany outside of

Charges & Payement: Payment for service, Installation, and monthly recurring and Non-Recurring Charges, including applicable tederal, state, and local taxes shall not be due controlled the service of the controlled transport o Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Linarges, including applicable leueral, state, and local taxes shall not be due carefully in the factor of the first state and services are serviced.

*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 of the Company o Tof Recurring the algest monthly to the Customer in advance of the month which service is provided. *Limitation of Lizability: 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 semble of a special consequence of the Company semble of a special company shall not be liable for any delay or railiute of Company semble of a special company semble of the Company semble Company SE ANCE 6, equipment, or ractimes, or the acts of omissions of negligence or the Company's employees or agents. The Company's snall not be liable for any delay or rability performance α equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, finder, explosion, or other catastrophes; any law, order, any law, order, and the state of the company of the control of th penomance of equipment due to cause; not reasonably within its control, including but not limited to; acts or God, Tire, Tipod, explosion, or other catastrophed; any law; order, repulation, diffection, action, or request of the United States government or of any other government, including state and local government; naturely state and local government or naving or claiming jurisdiction over the repulation, action, action, or request of the United States government or of any other locations and appropriate of the control of the United States government or of the control of the United States government or of the control of the United States government or of the control of the United States government or of the control of the United States government or of the United States government or of the Control of the United States government or of the Control of the United States government or of the Control of the United States government or of the Control of the United States government or of the United States government or of the Control of the United States government or of the United State repulancii, difectiofi, acilori, or request of the United States government or of any other government, including state and local government having or claiming jurisdiction over the Company, or or any department or agency, commissiori, bureau, corporation, or other instituted failing of more of these tederal, state or local governments, or of any applicance of the company of the properties of the company of the co Company, or a any department of agency, commission, bureau, corporation, or other institutionization of any one or more or mass redefici, state of militrary authorizes; preemption of existing service in compliance with national emergencies; insurrections; not; wate; unavailability of rights-of-way.

- Permination Penanties: Cancellation of Service by the Customer.

 If a Customer T. erminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other than the Customer T. erminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other than the Customer T. erminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other than the customer terms and the customer terms and the customer terms and the customer terms and the customer terms are the cu If a Custome FIL erminates services at the above service address before the completion of the initial term of any subsequent renewal terms for any reason whatsoever other service interfunction (as defined within the applicable railfif), or it a Customer moves to another service address that Company cannot service the Customer agrees to pay:
- (B) Any discontraction, early carcelation, or reminator trages reasonably incurred and paid to third parties by Company on behalf of Customer, plus

(D) The full armount of monthly recurring energies that would have been due too the Company by the Gustomer had the contract run to term. Severability: 17 the event that one or more of the provisions herein shall for any reason be held to be litegal or unenforceable, this Agreement shall be revised only to the extent Deverability: It is the event that one or more of the provisions neight shall for any reason of neighbor neighbor the purpose of the parties of the parties agreement as revised is consistent with the parties organal intent.

That is event that one or more of the provisions neighbor neighbor or any reason of neighbor neighbor or the parties organal intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE WARRANTY: BLI CKEYE WARRANTS THAT SERVICES SHAll be performed in 2 timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, DYPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE STRUCTURE OF ANY DART THEREOF EXPLANABLE ARE HEREBY EXCLUDED. COMPANY AND CONCERNING THE AGREEMENT. ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that the services of the Services of Any Part Thereof For a Particular Purpose, and the thic agreement and binding obligation of the services of the servi FINESS OF 11HE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants till negret power, right, and authority to execute and periorin this agreement, and that this agreement is a valid and binding obligation emisticeable against it in accordance. ட нав பா மூல முமனா, புபா, வரு வயர்பாழ ம execute and pendim பாத் குருக்காயா, வரு பாக முக்கும் குழிக்காம். நில வரியாழ விழுவின்ற விழுவின் enforceable against it in accordance with the terms of the agreement.

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

Amendmen ᆂ S: 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 and property of the companies of Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the company's bills address to which the company's bills designate on the Service Order an address to which the Customer shall mail or being all notices and other company's shall designate on the Service Order an address to which the Customer shall mail or being able to address and the Service Straight or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or being able to a support the customer shall mail or being able to a support the customer shall mail or being able to a support the customer shall mail or being able to a support the customer shall mail or being able to a support the customer shall mail or being able to a support the customer shall mail or being able to a support the customer shall mail or being able to a support the customer shall mail or being able to a support the customer shall mail or being a support to the customer shall mail or being address to a support the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer shall mail or being a support to the customer sha Tot service SETIALLIDE maleo or delivered electronically. The Company shall designate on the Service Order amaduress to which the Customer shall mall or hand deliver payment on that full.

Other Communications, except that the Company may designate a separate address on each full for service to which the Customer shall mall or hand deliver payment on that full.

All notices or other communications required to the company may designate a separate address on each full for service to which the Customer shall mall or hand deliver payment on that full.

All notices or other communications required to be made for credit card or electronic management of the communications required to be made for credit card or electronic management. Other communications, except that the Company may designate a separate address on each bill for service to which the customer shall mail or nano deliver payment on that bill.

Aurainsee No. 2 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 Aurangements also can be made for credit card of electronic transfer of funds to pay bills. All notices of 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 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.

Cialms: With respect to any service of facility provided by the Company, each pany shall indemnity, and defend the other pany from all claims, actions, damages, liabilities, costs, and average to any service of facility provided by the Company, each pany shall indemnity, and defend the other pany from all claims, actions, damages, liabilities, costs, and average to any service of facility provided by the Company, each pany shall indemnity, and defend the other pany from all claims, actions, damages, liabilities, costs, and average to any service of facility provided by the Company, each pany shall indemnity, and defend the other pany from all claims, actions, damages, liabilities, costs, and a shall indemnity and defend the other pany from all claims, actions, damages, liabilities, costs, and a shall indemnity and defend the other pany from all claims, actions, damages, liabilities, costs, and a shall indemnity and defend the other pany from all claims, actions, damages, liabilities, costs, and a shall indemnity and defend the other pany from the shall indemnity and defend the other pany from the shall be action of the shall be act Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other pany trom all claims, actions, damages, liabilities, claim expenses, including reasonable attorneys' less for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, for the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its persons the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its persons are representative or leutreet and (R) intrincement of any contribit majority trade special or any monitority of intellectual property right of any third party. persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnitying Party, its employees, agents, representatives, or invites; and (B) intringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent sound to the indemnitying party.

Special Pro-Visions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, date and vities services to Customer per its tariff rates and charges within MTSS etablished in instead of installation in accordance with practical environmental on Dane 1 (2) The information contained herein is confidential and accordance with practical environmental of installation in accordance with practical environmental or installation in accordance with practical environmental enviro Special Pro Visions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, date 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 directly provided by the possible exceptions are the post transformation of the post of the p within MTSS standard interval of installation in accompance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should be discipled. Where disclosure is required by appropriate legal means, the party receiving notics shall immediately communicate with the other party the source, timing and use of such information.

Force Majelire: Neither party shall be liable to the differ for any loss of damage which may be suffered by the other party, or for any failure to perform its obligations under the Antenment to the second the first name to the second the second to the se PORCE WE SELIFE: Neither pany shall be liable to the other for any loss of damage which may be suffered by the other pany, of for any failure to perform its obligations under the Agreement two the extent that such damage or failure is due to any cause beyond the first pany's reasonable control including without limitation any act of God, inclement weather, failure or short two the extent that such damage or failure is due to any cause beyond the first pany's reasonable control including without limitation any act of God and the first pany's reasonable control including without limitation any act of God and the first pany's reasonable control including without limitation any act of God and the first pany's reasonable control including without limitation any act of God and the first pany's reasonable control including without limitation any act of God and the first pany's reasonable control including without limitation any act of God and the first pany's reasonable control including without limitation any act of God and the first pany's reasonable control including without limitation and the first pany's reasonable control including without limitation and the first pany's reasonable control including without limitation and the first pany's reasonable control including without limitation and the first pany's reasonable control including without limitation and the first pany's reasonable control including without limitation and the first pany's reasonable control including without limitation and the first pany's reasonable control including without limitation and the first pany's reasonable control including without limitation and the first pany's reasonable control including without limitation and the first pany's reasonable control including without limitation and the first pany's reasonable control including without limitation and the first pany's reasonable control including without limitation and the first pany's reasonable control including with limitation and the first pany's reasonable control including wit 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 sh ortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, production or employed their control of the complete of the competent authority was military operations or risk difficulty delay or failure in manufacture, production or employed their control of the competent authority was military operations or risk difficulty delay or failure in manufacture. Tailure or sh ortage of power supplies, flood, grought, lightning or lire, 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 of any particles.

Default. If extiner party falls to perform any maintail obligation within this Agreement or violates any material term or condition of this Agreement, and such fallure or violation is not condition of this Agreement, and such fallure or violation is not condition of this Agreement, and such fallure or violation is not condition of this Agreement, and such fallure or violation is not condition of this Agreement, and such fallure or violation is not condition of this Agreement, and such fallure or violation is not condition of this Agreement, and such fallure or violation is not condition of this Agreement, and such fallure or violation is not condition of this Agreement, and such fallure or violation is not condition of this Agreement, and such fallure or violation is not condition of this Agreement, and such fallure or violation is not condition of this Agreement, and such fallure or violation is not condition or the fallure of the condition of this Agreement, and such fallure or violation is not condition or the fallure of the condition of the Detaunt. It estiner party falls to perform any material colligation within this Agreement or violates any material term or condition or this Agreement upon written notice to the cured writhin 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 the Service Equipment or any part thereof.

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

Hazarcious Substances: Customer certifies that it is not aware of the presence of any aspestos or other hezardous substance (as defined by any applicable state, federal, local Hazarcious Substances. Customer certifies that it is not aware of the presence of any aspection of other hazardous substances. Customer certifies that it is not aware of the presence of any aspection of the hazardous substances. Unstances that it is not aware of the performance Buckeye employees of agreement. If during such performance Buckeye employees of agreement and the performance and the performance of hazarcious 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 encounted 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 the present and such as the substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to the present and such as the substance of the subs agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos of other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement ag 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 re-moval or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended from this above the completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for this 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 until termination.

**The provided from the delay caused by said clean up or removal. Customer's failure to remove the provided in performing this Agreement until termination. The provided is a performance obligations under this Agreement and the provided in performance obligations. The provided is performed to the provided in performance obligations under this Agreement. Exercises and the object caused by said clean up of temoval. Customers and remove or companitive nazaroous substance shall eliminate. Authorit further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Cred If Approval: This agreement is subject to customer establishment of credit worthiness in accordance with established MTSS provisions. The Company may request an advance manner and/or represent in accordance with inscriptions with MTSS and the provisions of the filed tariff returned above. Eleus APPLOVAL This agreement is subject to customer establishment of creativorishness in accordance with each and the provisions of its filed tariff referenced above, advance payment and/or deposit in accordance with MTES 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 providing of Space. The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and specific of Space. Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and the commissioning and provision of Service. The Customer shall prove supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall prove supplies and other installations and Service Equipment are installed at the Size and in accordance with that such preparation and provision are effected at the Customer's sole oner before Render and Service Equipment are installed at the Size and in accordance with that such preparation and provision are effected at the Customer's sole oner before Render and Service. housing of Service Equipment, and all necessary electrical power supplies and other installations and friengs and for the commissioning and provision of Service. The Customer stall assume that such preparation and provision are effected at the Customer's sole cost before Service and Service. Equipment are installed at the Sites and in accordance with

Standard of Servict: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Servict Equipment or any apparatus comprised therein. Any such conditions the service the right to modify, change, add to or replace the Buckeye Network or the Servict Equipment or any apparatus comprised therein. Any such conditions the service that the region of the service that the Standard of Service: Buckeys reserves the right to modify, change, add to or replace the Buckeys Network of the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeys's non expense and Buckeys shall use reasonable endeavors to ensure it does not materially such modification, change, addition or replacement shall be carried out at Buckeys's non expense and Buckeys shall use reasonable endeavors to ensure it does not materially shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure it does not materially a shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure it does not materially a shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure it does not materially a shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure it does not materially a shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure it does not not shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure it does not not shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure the shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure the shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure the shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure the shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure the shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure the shall be carried out at Buckeys's non-expense and Buckeys shall use reasonable endeavors to ensure the shall be carried out at Buckeys and the shall be carried out at Buckeys and the sha 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 entertain from, reduce or impair the overall performance or operation of Services, or require any material attention to the Buckeye Network physical interface or protocol used by the Customet in using Services.



36 Month Agreement _____ (initial)

Domestic Outbound 1+ Inbound 8xx	\$0.029	Interstate \$0.029 \$0.035	Off Shore Outbound +1		
Canada 8XX International	\$0.13	\$0.13 \$0.05		Hawaii	\$0.07

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

ii L O mitmont	\$0.00
Monthly Commitment	\$0.00
Non Recurring Charges	<u>90.00</u>

Customer	
Svc Address	
Floor	
City/State	
Zip	

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/20/2007 9:42:31 AM

in

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.