VORYS

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January 22, 2008

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

> Re: Case No. 08-1017-TP-CTR Buckeye TeleSystem, Inc. Approval of 14 Contracts

Dear Ms. Jenkins:

Please find attached an electronic copy of a completed Telecommunications Application Form and 14 contracts between Buckeye TeleSystem, Inc. and 14 End Use Business Customers. Pursuant to the Commission's policy, we have redacted the name, address and any other information which might identify the customers. These contracts are for switched services. Also enclosed is an affidavit of Thomas K. Dawson.

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

Sincerely yours,

/s/

Stephen M. Howard Attorneys for Buckeye TeleSystem, Inc.

SMH/jab Enclosures cc: Thomas K. Dawson

WASHINGTON

1828 L St. NW Eleventh Floor Washington, DC 20036-5109 202.467.8800 CLEVELAND 1375 East Ninth St. 2100 One Cleveland Center Cleveland, OH 44114-1724 216.479.6100 **CINCINNATI** 221 East Fourth St. Suite 2000, Atrium Two PO Box 0236 Cincinnati, OH 45201-0236 *513.723.4000* ALEXANDRIA 277 South Washington St. Suite 310 Alexandria, VA 22314 703.837.6999 AKRON 106 South Main St. Suite 1100 Akron, OH 44308 *330.208.1000* The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS

(Effective: 09/19/2007) (Pursuant to Case No. 06-1345-TP-ORD)

In the Matter of the Application of Buckeye TeleSystem, Inc.)	TRF Docket No. 90- $9037 - T$	<u>P-TRF</u>
to approve certain contracts))))	Case No. <u>08</u> - <u>1017</u> - TP - NOTE: Unless you have reserved a C leave the "Case No" fields BLANK.	
Name of Registrant(s) Buckeye TeleSystem, Inc.		
DBA(s) of Registrant(s) <u>Buckeye TeleSystem</u>		
Address of Registrant(s) 5555 Airport Highway, Suite 110 Toledo, Ohi	<u>o 43615</u>	
Company Web Address www.buckeyetelesystem.com		
Regulatory Contact Person(s) Thomas K. Dawson	Phone <u>419-724-9802</u>	Fax <u>419-724-7074</u>
Regulatory Contact Person's Email Address tdawson@buckeye-telesyste	em.com	
Contact Person for Annual Report Thomas K. Dawson		Phone <u>419-724-9802</u>
Address (if different from above)		
Consumer Contact Information Joye Stevens		Phone <u>419-724-3863</u>
Address (if different from above) 4818 Angola Road Toledo, Ohio 4	<u>3615</u>	
Motion for protective order included with filing? 🗌 Yes 🖾 No		
Motion for waiver(s) filed affecting this case? 🗌 Yes 🛛 No [Note: V	vaivers may toll any automatic ti	imeframe.]

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

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

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

<u>Carrier Type</u> Other (explain below)				
Tier 1 Regulatory Treatment				
Change Rates within approved Range	TRF <i>1-6-04(B)</i> (0 day Notice)	TRF <i>1-6-04(B)</i> (0 day Notice)		
New Service, expanded local calling area,	ZTA 1-6-04(B) (0 day Notice)	ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	ATA 1-6-04(B) (Auto 30 days)	ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	ATA 1-6-04(B) (Auto 30 days)	ATA 1-6-04(B) (Auto 30 days)		
Business Contract	CTR 1-6-17 (0 day Notice)	CTR 1-6-17 (0 day Notice)		
Withdrawal	ATW 1-6-12(A) (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)		
Tier 2 Regulatory Treatment	··· ···			
Residential - Introduce non-recurring service charges	TRF 1-6-05(E) (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 <i>1-6-05(E)</i> (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

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		ACE 1-6-10 (Auto 30 days)	ACE 1-6-10 (Auto 30 days)	ACE 1-6-10 (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 current CLEC Exchange Listing Form	
Abandon all Services - With Customers	ABN 1-6-11(A) (Non-Auto)	ABN 1-6-11(A) (Auto 90 day)	ABN 1-6-11(B) (Auto 14 day)	ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		ABN 1-6-11(A) (Auto 30 days)	ABN 1-6-11(B) (Auto 14 day)	ABN 1-6-11(B) (Auto 14 day)
Change of Official Name	ACN 1-6-14(B) (Auto 30 days)	ACN 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Change in Ownership	ACO 1-6-14(B) (Auto 30 days)	ACO 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (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) (Auto 30 days)	ATC 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business	ATR <i>1-6-14(B)</i> (Auto 30 days)	ATR 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	TRF (0 day Notice)	TRF (0 day Notice)	(0 day Notice)	TRF (0 day Notice)

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

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

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

				· · · ·
<u>Carrier to Carrier</u>	ILEC	CLEC		
Interconnection agreement, or				
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	(Non-Auto)	(Non-Auto)		
	(NON-AULO)	<u> </u>		
Introduce or change c-t-c service tariffs,				
		(Auto 30 day)		
Introduce or change access service				
pursuant to 07-464-TP-COI	(Auto 30 day)			
Request rural carrier exemption, rural				
carrier supension or modifiction	(Non-Auto)	(Non-Auto)		
Pole attachment changes in terms and				
conditions and price changes.	(Non-Auto)	(Non-Auto)		
CMRS Providers See 4901:1-6-15	[Registration & Change in	n Operations]	[Interconnection Agreement or Amendment]	
<u>omite (101Mers</u> 000 4001.1-0-10	(0 day)		(Auto 90 days)	
Other* (matrix)	· · · · · · · · · · · · · · · · · · ·			
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) 1-16-08

at (Location) <u>Toledo, Ohio</u>

(Date) 1-16-08 *Signature and Cif 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.

VERIFICATION

I, Thomas K. Dawson

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

50-e Vice President *(Signature and Title (Date) 1-16-08 *Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

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

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

0r

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.

Jawo

Thomas K. Dawson Vice President

Sworn and subscribed before me in my presence this 16th day of January, 2008.



Irrine

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

My commission expires on 05/23/12



Renewa Move/Transfer

11

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

Contact Tel #

Date

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

Customer Contact

Billing Contact Contact Tel #

> Tax Exempt? No Build Required? Yes

	Monthly Unit		Qty	Monthly Total	
Switched Local Services		259.75	1	5	259.75
ISDN:PRIPackage/Voice/Flat Rate	5	180.00	1	5	180.00
DS-1.Link (transport for PRI)	\$	6.75	23	\$	155:25
Flat-Rate Usage		17.50	•4	\$	70.00
Business Line/Flat Rate	\$	6.75	4	\$	27.00
Flat Rate Usage					
				\$	692.00
Monthly Total/Switched				\$	2,540.00
Monthly Total/Switched/Facility/Internet					Waived
Non Reoccurring Charges			_		

es	36 Month
Attach	Term
X	36 Month
X	36 Month
X	36 Month
	Attach X X X X

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

Authonzea customer Represemative	
	Title
	Date
Date The information contained herein is confidential and proprietary a	and should not be disclosed.
The information contained herein is confidential and proprietary	

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 Immacliately 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 it-re Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company. General: The service is turnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time to 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 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 tartiffs 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 tederal, state, and local taxes shall not be due Customer's business entity. 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

tor 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 set vice, equipment or received, or are sets or ontstants or negregated or are company or an area or agones. The company and the company or and area or agones, and the company or any access or agones, and the company or any access or agones, and the company or any access or agone or any access or agone, and the company or any access or agone or agone or any access or agone or any access or agone regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

If a 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 inter-uption (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 -curring Charges reasonably expended by Company to establish service to Customer, plus A) All Non-R-ecurring Unarges 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 profate 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 lilegal 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: B uckeye 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: B uckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE 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 APARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that thas 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 teners 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 tor service shall be malled or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. No tices 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, claims: with respect to any service of facility provided by the company, each party shall indemning, and define party from an Galins, acuons, damages, liabilities, costs, and expensives, including reasonable attorneys' tees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, 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 indemnitying party Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard Interval of Installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and

Force Ma) eure: 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

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 detault notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the

detaulting party.

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

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

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

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially down the termination of the service and the service and buckeye shall use reasonable endeavors to ensure it does not materially down the termination of the service and buckeye shall use reasonable endeavors to ensure it does not materially auch moust-auch, change, auchion or representation of carries out at buckays a official and buckays of an auchion of the Buckays 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 Buckeys Network physical interface or protocol used by the

Customer in using Services.



36 Month Agreement _____ (inilial)

					ĩ
	1 i	Interstate	Off Shore		
Domestic	Intrastate		Outbound +1	Puerto Rico	\$0.11
Outbound 1+	\$0.029	\$0.029			
ž		\$0.035		US Virgin Islands	
inbound 8xx		\$0,130		Alaska	\$0.51
Canadian 8xx	\$0.130		<u> </u>	Hawaii	\$0.07
International		\$0.05	L		
s internet					

			1		
Calling Cards			PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US	<u>AK& HI</u>	\$0.179	\$0,328	\$0.365
Continental US		\$0.423	\$0.625	\$0.487	\$0.524
<u>AK & HI</u>		\$0.625	\$0.412	\$0.362	\$0.399
Canada		\$1.170	\$0.679	\$0.377	\$0.414
DD & USVI	\$0.211	\$0.575	40.010		

	<u>\$0.00</u>
Monthly Commitment	DO: DO
書稿本格格報 Communicate	
Emonally environment	\$0.00
Non Reoccurring Charges	30.00
SNon Reacculture Unaryes	
ENOTITIOUS TO BE THE PLANE	

Customer	
Svc Address	
Fioor	
City/State	ر میں دوران میں
Zip	



Schedule 3: Facility Services

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

		Daina RC		Qtv	NRC	Total 36	
From/To	Service	Price 36	and the second		Manuel	\$263D4	
	Service	\$263,04,27	And Provident State	1	Waived	\$325.00	
2-3	3 Mbps Native LAN Extension PTP				Waived	\$325.00	
2-4	3 Mbps Native LAN Extension PTP	\$325.00			Waived	\$325.00	
2-5	3 Mbps Native LAN Extension PTP	\$325.00	L		Waived	\$325.00 -	
	B Mbps Native LAN Extension PTP	\$325.00	· · · ·	1	Vvalveu	4020110	
2-6					<u> </u>		
			·				
	<u> </u>				<u></u>	L	<u></u>

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

All facility circuits will be monitored 24 hours a day, 7 days a week to insure they are operational. A complete inventory of fiber and equipment specifications, as well as fiber count will be provided to the Customer.

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



Nev	
Renewal 🗹	
Move/Transfer	

Address		Se Bil Su	l Address iite ty/State			
Customer Contac Contact Tel #	t	B	illing Contact ontact Tel # Ta	ax Exempt	? No	
						hly Total
			Monthly Unit	Qty		47.95
Switched Local	Services		\$ 47.95	11	\$	
Switched Local	ss Line 419.842.1474	+				
Premium Busines	55 LINC 1474	+				
Toll Free 888.842	2.1474 Buckeye Long Distance.					
All lines pic'd to t						
						17.0
					\$	47.9
				1		Waive
Monthly Total/	Switched					
Non Reoccurrin	g Charges				-	
			Te		{	
	Schedule		12 N	lonth		
1	Switched Local Services		Te	rm		
	Additional Schedules	Attaci		Aonth.		
	National Services	X	12 11			
	Facility Services					
•	Facility Services					
	Internet Services					
	Signature by both parties on this docur	ment constituti	es a service order in a	agrées to		

Nutrionized Customer Representative

Title

Title

Date

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

2

Master Terms & Conditions

Term of Agreement: Gustomer 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 Agricements, outcomer agrees to a minimum term enginents service type as indicated in the analytics schedules, which are provided by buckeye releasively to (3), it 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 pany expanses to provide service to the Customer by the Company.

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

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

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable 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 tor Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liabolity: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damagen 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 tailure of company sources, equipment, or noneed, or no accur emissions or negligence or no company semptions or agence. The company seminor catastrophes; any law, order, performance or equipment one to causes not reasonably within its control, including out not limited to; acts of God, fire, fixed, explosion, or other catastrophes; any law, order, reputation, 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 reputation, a mean of a my department or agency, commission, oureau, corporation, or other instrumentality of any one or more of these tederal, state or local governments, or of any military auto-ority, preemption of existing service in compliance with nabonal emergencies; insumechants; not;; wars; unavailability of rights-ol-way.

Customer's busine-se entity.

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 antifi), 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 prortate portion of a Retention Incentive Offer provided by Company to Customer, plus

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

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

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

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

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

Ciaims: With respect to any service or facility provided by the Company, each party shall indemnity, and defend the other party from all claims, actions, clamages, liabilities, costs, Claims: witch respect to any service or facing provided by the company, each party shall indemnify, and detends the other party nom an claims, accors, damages, itabilities, costs, and expenses, including reasonable atomeys' 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 interbonal act or omission of the indemnifying Party, its employees, regrets, tepresentatives, 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 Indemnitying party

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

Force Majeure: Neither party shall be liable to the other to; any loss or damage which may be suffered by the other party, or tor any tallure to perform its obligations under the Force magestre, residue party shall be rable to the other initial rules of damage which may be somerce by the other party, or to any rule to perform to conjugators 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, Automate to the exent that such damage of having is due to any cause beyond the instructs party is reasonable control including without initiation 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 operations or their competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

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

Hazard ous 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 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 shall be "If the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be and the delay caused by said clean up or removal. Customer's fallure to remove or contain the hazardous substance shall entitle Buckeys to terminate this Agreement shall adied for the delay caused by said clean up or removal. Customer's fallure to remove or contain the hazardous substance shall entitle Buckeys to terminate this Agreement at further liability. If Buckeys so terminates, Customer shall termburse Buckeys for expenses incurred in performing this Agreement until termination.

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

- and Equipment. The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and Service Equipment, and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer 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 ins provided by Buckeye.
 - vice: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any 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 Change, addition or replacement analloge carries out at Decreges on expense and Decrege and the resonance choses of a bissing a best not materially s 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 envices.



12 Month Agreement _____ (inilial)

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

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

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

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

N۶ Renewal 1 Move/Transfer

3

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

Date

Customer	Bill Name	
Svc Address	Sec Bill Name	
Suite	Bill Address	·
City/State	Suite	
Zip	City/State	
	Zip	

Customer Contact Contact Tel #

Billing Contact	
Contact Tel #	

Tax Exempt? No Build Required? No

Switched Local Services	Monthly Unit		Qty	Monthly Tota		
Essential Business Line (I:sted below)	\$	25.95	8 ·	\$	207.60	
419.841.0094 rollover 1						
419.841.0587 rollover 2		·		-		
419.841.6257 rollover 3					·····	
419.841.6938, 419.843.8555, 419.843.8556,						
419.841.0877 & 419.720.4308 are individual lines.						
All lines pic'd to Buckeye Long Distance.						
Monthly Total/Switched				\$	207.60	
Non Reoccurring Charges					Waived	

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

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

· · ·
Title
Date

Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Scheoules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer tollowing 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 onect and/or third party expenses to provide service to the Customer by the Company.

General: The service is turnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited thom 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 imaging of the Network. Customer has the right to purchase additional like products at the price specified neterin.

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 tarities of BTS

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable tederal, 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), if then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of periormance or equipment due to causes not reasonably within its control, including but not limited to: sets of God, fire, fiood, explosion, or other catastrophee; any law, order, periormance or coophism one to cause the reasonably waitin to concort, including do not minute to base a contract method and a concort Company, or of a ny department or agency, commercial, bureau, corporation, or other instrumentality of any one or more of these teoeral, state or local governments, or of any military autoonty; preemption of existing service in compliance with nabonal emergencies; insurrections; not;; wars; unavailability of rights-of-way

Termination: Pernatties: Cancellation of Service by the Customer:

Customers business entity.

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 service 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-R ecurring Charges reasonably expended by Company to establish service to Customer, plus (B) Any disconnection, early cancellation, or termination charges reasonably incurred and pald to third parties by Company on benalf of Customer, plus

(C) The procate 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 lilegal 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: Buckeye warrants that Services shall be performed in a timely and protessional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR MPLIED, 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 terras of the agreement is a valid and binding obligation enforceable against it in accoroance 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 /dientify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment

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

Notice: The customer may choose to have notices and bills delivered via U.S. Mali, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills tor service shrall 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 commu nications, 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. 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 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 indemnity, and defend the other party from all claims, actions, damages, liabilities, costs, and expensess, including reasonable attorneys' fees for (A) any lass, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the executive consistence and (B) intringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to The extent caused by the act or omission of the indemnifying party

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

Force Majeare: 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, droughi, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

Insolvency. If either party talls 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 detaulting party.

Hazardous Substances: Customer certifies that his not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local nazaroous Soussances: Customer centres that is not aware or the presence of any aspessos or other nazaroous substance (as defined by any applicable state, federal, local hazaroous 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 hazaroous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the worker. Buckeye may substance under this Agreement that exposure does not exceed the lowest exposure limit for the protection of the worker. Buckeye may suspend performance under this Agreement shall be extended 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 terminate Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate the agreement shall be without Further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

- es and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer e 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 tions provided by Buckeye.
 - ervice: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any n, 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 ce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical Interface or protocol used by the . Services.



12 Month Agreement _____ (initial)

<u>Domestic</u>	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	
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards			1 1		
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

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

Customer	
Svc Address	
Floor	-
City/State	
Zip	-



Naw 🗹 Renewal

Move/Transfer

Date Quole wai is generated on this date and is valid for 30 days

Customer Svc Address Floor City/State Zip	Bill Name Sec Bill Name Bill Address Flr/Room City/State Zip	
	Billing Contact	

Contact Tel #

Customer Contact Contact Tel #

Tax Exempt? <u>No</u> Build Required? <u>No</u>

Qty	Init (Mon	nthiy Total
3	.95	\$	65.85
		\$	65.8
			Waived

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

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

Authorized/Customer Re	presentative			
AUTIIONZED BUBLEN	· · ·		- Title	
Title				
			Date	
Date		ed proprietary and shoul	d not be disclosed.	· .
The information conta	ained herein is confidential a	ing propriotery entry		

_ _ _

Master Terms & Conditions

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

General: The service is furnished on the condition that It will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to timit 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 tike products at the price specified herein.

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

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

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company 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 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, explosition does to causes not reasonably within a composition, including out for immedial 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 department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these lederal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties Cancellation of Service by the Customer:

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

A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

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

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

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

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

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

Force 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 Io 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 Ihereof.

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

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

Hazardous Substances Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any sile where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents Instances doub waste or environmental taw or regulation of a tay are where buckeyes to perform activity and performance buckeyes or application of the asbestos or other hazardous substance and to least the encountier any such substance. Customer agrees to take all necessary sleps, at its own expense, to remove or contain the asbestos or other hazardous substance and to least the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminales, 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 lariff referenced above.

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

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)

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

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

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

Customer			
Svc Address	<u> </u>		
Floor	۰. ۱. ۲۰	•	
City/State			
Zip			



New _____ Renewal _____ Move/Transfer _____

5

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

......

Customer Svc Address Floor	 Bill Name Sec Bill Name Bill Address Flr/Room	
City/State Zip	 City/State Zip	
	Billing Conta	ct

Customer Contact _____ Contact Tel #

Blind course	
Contact Tel #	

Tax Exempt? No Build Required? No

	Monthly Unit	Qty	Monthly Total
Switched Local Services ISDN PRI Package/Voice/Flat Rate* DS-1 Link (transport for PRI) DID # Group of 20 Essential Line	\$ 415.00 \$ 180.00 \$ 2.25 \$ 21.95	1 1 1 6	\$ 415.00 \$ 180.00 \$ 2.25 \$ 131.70
*Flat Rate included in price			\$ 728.95 Waived
Monthly Total/Switched Non Reoccurring Charges			

Ī	Schedule Switched Local Service	es	Term 36 Month
	Additional Schedules	Attach	Term
	National Services	X	36 Month
	Facility Services		· · · · · · · · · · · · · · · · · · ·

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

Authorized Customer Representative	
Title	
	Date
Date	fidential and proprietary and should not be disclosed.

The information contained herein is confidential and proprietally and site

Master Terms & Conditions

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

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

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

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

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

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

Termination Penalties Cancellation of Service by the Customer:

ded by Buckeye.

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 pror ale portion of a Retention Incentive Offer provided by Company to Customer, plus

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

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

Warranty. B-uckeye 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 AGREEMEN-TT, 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 lega! power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

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

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

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

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

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

Force M ajeure 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 riol, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof

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

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

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

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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.

Domestic Intrastate Interstate Off Shore 0 Intrastate Interstate Outbound +1 Puerto Rico \$0.11					
Outbound 1+ \$0.020 US Virgin Islands \$0000 Inbound 8xx \$0.035 \$0.035 Alaska \$0.51 Canada 8XX \$0.13 \$0.05 Hawaii \$0.07 International Canada \$0.05 Hawaii \$0.07	Outbound 1+ inbound 8xx Canada 8XX	\$0.029 \$0.035 \$0.13	\$0.029 \$0.035 \$0.13	Puerto Rico US Virgin Islands Alaska	\$0.11 \$0.51

Calling Cards				Guam	N Mariana IS.
From: / To:	Continental US	<u>AK& HI</u>	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	\$0.377	\$0,414
PR & USV		\$0.575	\$0.679	φ0.311	
PRAUSVI	+ - · · · ·				

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

Customer Svc Address Floor City/State

Zip



New	./
Renewal	

Move/Transfer

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

Contact Tel #

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

Contact Tel #

Tax Exempt? No Build Required? No

	Mon	thly Unit	Qty	_	hly Total
Switched Local Services	 \$	21.95	1	_ <u>\$.</u>	21.95
Essential Lines					
				\$	21.9
Monthly Total/Switched/Facility/Internet					Waive
Non Recurring Charges					

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

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

Authorized Customer Representative

Title

Date

6

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

Master Terms & Conditions

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

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

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

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

Termination Penalties Cancellation of Service by the Customer:

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 promate 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 uneniorceable, 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.

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

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

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

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

Force Majeure Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power su pplies, 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 riol, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

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

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

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

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

c and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of nuipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that ration 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 Suckeye.

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36 Month Agreement _____ (initial)

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

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

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

Customer			
Svc Address	 -		
Floor		 	
City/State		 	
Zip		 	



New	7
Renewal	Ē

Move/Transfer

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

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

Billing Contact_ Contact Tel # __

_____ Customer Contact Contact Tel #

Tax Exempt? No YES	
Build Required? Yes	

	- Mon	thly Unit	Qty	Mon	thly Total
Switched Local Services	\$	21.95	13	\$	285.35
Essential Line					
[Dedicated Ethernet Internet service \$110.00]					285.35
Monthly Total/Switched				\$	395.35
Monthly Total/Switched/Facility/Internet					Waived
Non Reoccurring Charges					

Schedule	6	Term 60 Month
Switched Local Service Additional Schedules National Services Facility Services Internet Services	Attach X X X	Term 36 Month 60 Month 60 Month

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

Authorized Customer Nepresentative	
Title	
Date	Date
Date The information contained herein is confidential	and proprietary and should never

Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins inumediately 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 evaluability of facilities and may be General: I n-e service is turnished on the condition that it will be used only for authorized and fawful purposes. The service is ordered subject to the availability of facilities and may be Imitted 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 Line 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 taws 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 willhin 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges

menthly 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 puntive 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 fiable for any delay or failure of performance or service, equiriplinent, or nacimites, or me acts or oninstants or negligence or me company service, and gence. The company shall not be reader to any decay or nember or performance or equipment of use 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 milliary authority; preemption of existing service in .co.mpliance with national emergencies; insurrections; riols; 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 If a Customer terminates services at the above service address before the completion or the initial term 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-R curring Charges reasonably expended by Company to establish service to Customer, plus

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

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

(D) The Luit amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term. Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent

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

Warranty: B uckeye 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 fitness of the services of the services with the services and barticular purpose. 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 lumished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

equipme nt.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer. Notice: The customer may choose to have notices and bills delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall to which the company shall deliver all houses and other communications, except that the costoner may also designed a separate excepts to which the company s bits 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 deliver all notices and other communications, we make use residuations. The company shall be sequed to the service order an address to which the customer shall mail or hand deliver payment on that bill. Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made lor credit carci or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

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

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is 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 Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other pany, or for any failure to perform its obligations under the Agreement to the extern that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications or power supprise, noted, crougin, systeming or me, stated, roution, made clopate or labor distribution, including and the service equipment or any part operators or other competent authority, war, milliary operations, or riol, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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

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

party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazar dous adustances. Customer until the regulation at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents hazardous wasle or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ansure that exposure does not exceed the towest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement without further liability. If caused by said clean up or removal. Customer shall reimbures Buckeye for expenses incurred in performing this Agreement until termination. Buckeye so terminales, 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 Service Equipment, and an necessary electrical power suppres and one instantations and minings and io are commissioning and provision or Service. The customer shall assure such preparation and provision are effected at the Sites and in accordance with the specifications

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

Services.



36 Month Agreement _____ (initial)

1	Domestic	Intra - t - t				
- 1			Interstate	Off Shore		
	Outbound 1+	\$0.029	\$0.029	Outbound +1		
	Inbound 8xx	\$0.035	\$0.035			
	Canada 8XX	\$0.13	\$0.13		US Virgin Islands	\$0.11
ſ	International	Canada			Alaska	\$0.51
		Januar	Ψ0.00		Hawaii	\$0.07

Calling Cards	1		T	1	
From: / To:	Continental US	AK& HI	PR & USVI		
<u>Continental US</u>	\$0.123	\$0.423	\$0.179	Guam	<u>N Mariana IS.</u>
<u>AK & HI</u>	\$0,490	\$0.625		\$0.328	\$0.365
Canada	\$0.294	\$1.170	\$0.625	\$0.487	\$0.524
PR & USVI	· · · · · · · · · · · · · · · · · · ·	\$0.575	\$0.412	\$0.362	\$0.399
	φ0.211	φ0.575	\$0.679	\$0.377	\$0,414

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

Customer	
Svc Address	
Floor	
City/State	
Zip	



Move/Transier

Nev Renewa 1

Z

Date Cluol e was generated on this date and is valid for 30 days

.

Customer Svc Address Floor City/State Zip	 Bill Name Sec Bill Name Bill Address Fir/Room City/State Zip	
Customer Co	Billing Contac Contact Tel #	.t

Contact Tel #

ct Tel #	

Tax Exempt? Ves Build Required? No

	Monthly Unit	Qty	Mon	thiy Total
Switched Local Services		1	\$	359.75
ISDN PRI Package/Voice/Flat Rate	\$ 359.75 \$ 180.00		\$	180.00
DS-1Link (transport for PRI)	5 130.00	23	\$	155.25
Flat Rate Usage	\$ <u>19.50</u>	5	\$	97.50
Business Line/Flat Rate	\$ 6.75	5	\$	33.75
Flat Rate Usage				
			\$	826.25
Monthly Total/Switched				Waived
Non Reoccurring Charges				

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

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

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

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

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") Is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein. Governing Law: This Agreement is governed by and subject to the laws of the State of Ohic, the rules of the Public Utilities Commission of Ohic, the FCC and the tariffs of BTS

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable tederal, state, and local taxes shall not be due calleges a system of 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 tor Recurring charges monthly to the Customer in advance of the month which service is provided.

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

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

(c) Any unscentration, can varie and an entration of termination charges reasonably include and parts
 (c) The promate portion of a Retention Incentive Offer provided by Company to Customer, plus

(D) The full cannount 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 Elentity or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer. Notice: The customer may choose to have notices and bills delivered via U.S Mall, in person, or electronically. The Customer shall designate on the Service Order an appropriate Notice. The costonier may choose to have notices and only delivered via 0.5 mati, in person, or electronically. The Costonier is separate address to which the company shall 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 the service order and address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, ieath, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, accents, representatives, or injurged and (B) infrancement of any convirted to the score), provided by the company of the indemnifying Party is a const. employees, agents, representatives, or invitees; and (E) 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 Special Provisions: (1) BUCKeye releasing 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 the state of the party receiving notice shall immediately communicate with the other party the source, timing and

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

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

Insolvency: If either party 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 cred within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the

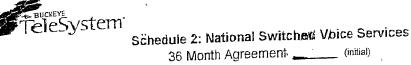
defaulting party.

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

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

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

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



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

Calling Cards				Guam	N Mariana IS.
From: / To:	Continental US	<u>AK& HI</u>	PR & USVI	\$0.328	\$0.365
Continental US		\$0.423	\$0.179		\$0.524
AK & HI		\$0.625	\$0.625	\$0.487	
		\$1,170	\$0.412	\$0.362	\$0.399
Canada		\$0,575	\$0.679	\$0.377	\$0.414
PR & USVI	\$0.211	φ <u>0.07</u> e			

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

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

New	Ľ
Renewal	

Move/Transfer

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

Dat≃

Customer Svc Address Floor City/State Zip	Bill Name Sec Bill Name Bill Address Flr/Room City/State Zip	
Customer Contact _ Contact Tel #	 Billing Contact Contact Tel #	Tax Exempt?

Build Required? No

	Monthly Un	it G	ty	Monthly Total	
Switched Local Services	\$ 26.9		1	\$	26.95
Essential Business Line	<u>\$20.</u>		<u> </u>		
				1	
				1	
				\$	26.95
Monthly Total/Switched					Waivec
Non Reoccurring Charges					

Schedule Switched Local Servic	es	Term 12 Month
Additional Schedules	Attach	Term
National Services	Х	Month to Month
Facility Services		
Internet Services		

Signature by both parties on this document constitutes a service order in/accordar/ce with the master terms and conditions attached. Customer signature here we agrees to the individual terms and pricing in the attached schedules.

Authorized Customer Representative	
Title	
	Date
Date The information contained herein is confidential	and proprietary and should not be disclosed.

9

Term of Agreernen:: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are brouted by Buckeys TeleSystem (BTS). Term Term of Agreement: Lustomer agrees to a minimum term length and service type as indicated in the attached Schedules, which are browned by Buckeys Telesystem (BTS). The provided by Buckeys Telesystem (BTS) and service type as indicated in the attached Schedules, which are browned by Buckeys Telesystem (BTS). The provided by Buckeys Telesystem (BTS) are service type as indicated in the attached Schedules, which are browned by Buckeys Telesystem (BTS). The provided by Buckeys Telesystem (BTS) are service type as indicated in the attached Schedules, which are browned by Buckeys Telesystem (BTS). The provided by Buckeys Telesystem (BTS) are service type as indicated in the initial term transitions to a Month-To-Month agreement for any reason and the service type as the service typ Depins knine clearery whon the service installation (olling) onls. It customer following the completion of the linkel term vanisitions to a Month-Fo-whatsoever the Customer agrees to pay any increase in other and/of third party exponses to privide service to the Customer dy the Company. General: These envice is sumilated on the condition that is will be used only for authorized and lawlul purposes. The service is pitered subject to the seal addition that is will be used only for authorized and lawlul purposes. The service is pitered subject to the seal addition that is will be used only for authorized and lawlul purposes. General: The service is turnished on the condition that if will be used only for authorized and lawfull purposes. The service is offered subject to the availability of facilities and the inner of the service is offered subject to the availability of facilities are beinded from in time to time for masons beyond the control of Company, as 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 place specified herein.

Governing Law. This Agreement is governed by and autyret to the laws of the State of Onic, the rules of the Public Upilines Commission of Onic, the FCC and the tariffs of BTS

Non-Disclossure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customerto any pany outside of Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Gnatget, including applicable teneral, state, and local taxes shall not be out Charges & Payment: Payment or service, installation, and monitory recurring and Non-Recurring Unatget, including applicable recetal, state, and local taxes shall not be out earlier than 19 trays from the date on the bit. If the bit is not paid by the due date (usually within 30 days of recetply, in then becomes past due. The Company shall present bits

Tor Recutting a narges monthly to the Customer in advance of the month which service is provided. Limitation of Liability. The Company will not be liable to any indirect, incloental, special, consequential, exemplary, or punitive damager to the Customer as a result of any LIMITATION OF LEARNING. THE COMPANY WILLING IS HADE TO ANY INDIFEC, INCIDENTIAL, SPECIAL, CONSEQUENTIAL, EXEMPLIARY, OF DUNING DAMAGE TO THE CUSTOMER AS A RESULT OF ANY ORDER (COMPANY). THE COMPANY SMALL NOL DE LIADE FOR ANY ORDER OF THE COMPANY OF THE ACTION OF THE ACTION OF THE COMPANY OF THE ACTION OF THE Company service, eculprices, or ractilized, or the acts or onessions or negligence or the Company's entitiovees or bigents. The Company shall not be liable for any oeasy or radiu performance or equipment due to cause: not reasonably within its control, including but not limited to: acts of Go2, file, fileod, explosion, or other caustrophes; any taxy, order, the company shall be the explosion of the transmoster of the transmoster of the company shall be the explosion. In other caustrophes; any taxy, order, the company shall be the explosion of the company shall be the explosion. penormance of equipment due to cause: not reasonably within as control, including out not immento; acts of GoQ, the, tiodo, explosion, or outer catastrophee; any law, order, requirements having or claiming jurisdiction over the requirements, or request of the United States government or on any other government. Including state and local novernment: having or claiming jurisdiction over the repulation, a meschor, acrost, or request or me onned states government or or any other government. Including state and tocal provemments having or claiming jurisdiction over the company, or of any one or more of these tederal, state of local governments, or of any other instrumentality of any one or more of these tederal, state of local governments, or of any other instrumentality of any one or more of these tederal, state of local governments, or of any other instrumentality of any one or more of these tederal, state of local governments, or of any

Company, or the any department or agency, commission, bureau corporation, or other instrumentative or any one or more or more or mese reduce, state or military auto-only; preemption or existing service in compliance with national emergencies; insurrections; not;; watc; unavailability or rights-or-way

remination mentations, concentation to cervice by the customer. It 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 If a customent terminates services at the appreciate autoress before the continential control rule must term or any subsequent tenewal terms to any reason whatsoever other service international terms terms to any reason whatsoever other service international terms terms to any reason whatsoever other service international terms terms to any reason whatsoever other service international terms terms terms to any reason what terms te A) All NOT-RECOMING CHARGES RESONABLE EXPENDED by Company to establish service to Custome:, plus (B) Any disconnection, eany cancellation, ortermination charges reasonably incurred and paid to third pathes by Company on penalt of Customer, plus

(c) The protect provider or a meterinon incense one provide by Company in Customer, pros
 (D) The full arributit 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 nervine shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent Severability: III the event that one of more of the provisions herein shall for any reason be need to be megan of unentitable, this Agreement shall be rev necessary to thake such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warrang: 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 AGREEMENT, ALL CONDITIONS AND WARRAITES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRAITES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRAITES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRAITES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT, ALL CONDITIONS AND WARRAITES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE AGREEMENT). 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 FINESS OF THE SERVICES OR ANT PART THEREOFFOR A PARTICULAR FURFOLE) ARE HERED'T EXCLUDED. Company and Customer each represents and warrants to it is a stall legislipower, fight, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance to the termination of the company of the company of the company.

ו וואס וווו ובין פו עושר, זועור, אווע אטמטווע ער פגנער אווע ספווטוח מוג אערפייט. אווי מוז זער אס אווע אוויס אווס אווע אווי דאר זפריב סל א א מוני אוויע או Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Nervori: and Service Equipment and shall have the right to charge the Customer for he costs and Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Nervori, and Dervice Equipment and shall have the right to charge the Gustomer for its costs and expenses to Acentity or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer of Customer's contract.

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

Notice: The Customer may choose to have notices and bills delivered via U.S. Mall, in person, or electronically. The Customer shall designate on the Service Order an appropriate Notice: The customer may choose to have notices and bills delivered via U.S. Mall, in person, or electronically. The Customer snall designate on the Service Order an appropriate address to which the company's bills address to which the company snall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills to service Shall be malled or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or before all notices and the service Shall be malled or delivered electronically. The Company shall designate on the Service To which the Customer shall mail or beneficially and the the the service of the service to which the Customer shall mail or beneficially and the the the service of the service to which the Customer shall mail or beneficially and the the the service of the service to which the Customer shall mail or beneficially and the service to the service to the service of the service to t To service small be malled or delivered electronically. The Company shall designate on the service Orderan-audress to which the Customer shall mail or hand beliver payment on that bill other communications, except that the Company may designate a address on each bill for service to which the Customer shall mail or hand beliver payment on that bill Outer communications, except that the Lompany may designate a separate address on each bit for service to which the Gustomer shall man or hand being payment on that bill. Attrangements also can be made for credit can or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tail the in Avangements also can be made for credit carb of electronic transfer of juncs to pay blue. All noices of other communications required to be given pursuant to the third business writing. Notices and other communications of eliner party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business

Claims: Witch 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 atomety fees tor (A) any loss, destruction, or canage to propeny of the Indemnitied Party or any finite party, or the deet not or injury to the second, or canage to propeny of the Indemnitied Party or any finite party, or the indemnity party, its property of the company, each party shall indemnity, and detend the other party from all claims, actions, damages, including reasonable atomety fees tor (A) any loss, destruction, or canage to propeny of the Indemnitied Party or any finite party, or the deet not or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnity party, its employees, aggents, representatives, or invitees; and (B) introgement of any copyright, parent, trade secret, or any proprietary or intellectual propeny tight of any third party, arising into a the extent caused by the act or omission of the indemnity party and to the extent caused by the act or omission of the indemnity party.

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tarifi rates and charges Special Pro-Visions: (1) Buckeys TeleSystem's responsibility, other than specified herein, is to provide volce, data and video services to Customer per its tarkin rates and chatges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information comained 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 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 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 excent 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 firs, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, the association of government, highway authorities or firs, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, and the association of government and the thermal or firs, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, and the association of government of the complete sufficient war military operations of interval difficulty delay or failure in manufacture or or other the action of supplice or supplies of the supplies of the supplice of the superior of the supplice of the superide of the superior of the supplice of the superior of the suppl Tailure or smontage of power supplies, nood, oneigni, ignuming or me, surke, iock-out, trace dispute or rador distributions, me act or omission of Government, nighway authorities, public talecommunications operators or other complement authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of

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

Lemann. In earther party tails to perform any material oungooon within this Agreement or violates any material relin or curricition to such tailure or violation b Curred 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 notics 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

Inspirency: 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 to not cured within any days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the detaulting party.

Hazardouis Substances: Customer certifies that it is not aware of the presence of any aspestos of other hazardouis substance (as defined by any applicable state, tederal, local Hazardouis Substances: Customer certifies that it is not aware of the presence of any aspesios of other hezardous substances (as defined by any applicable state, rederal, local hazardous wester or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees of environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees of environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees of environmental backets of environmental law or regulation) at any site where Buckeye is to perform services under this environment of the schedule of environmental backets of electrony events and the schedule of environmental law or regulation at any site where Buckeye is to perform services under this Agreement. nazaroous waste or environmental law or regulation) at any site where buckeye is to perform services under this Agreement. If ouring such performance buckeye employees of agents encounter any such substance, customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos of other hazardous substance and to the total of the provide the provid 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-test of the pre-test und the removal of 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 of removal. Customer's tailure to remove of contain the hazardous substance shall entitly. Buckeye to terminate this Agreement without instance fighting. It Buckeys as terminate that for the fighting buckeye is performed to perform the Agreement to be appropriate to be agreement.

EXERNED FOR THE DELAY CAUSED BY SAID CLEAN UP OF LEMOVAL. CUSTOMER'S TAILURE TO REMOVE OF CONTAINING PAZALOUUS SUBSTANCE SHALL ENTIRE SUBJECT 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 credhworthiness in accordance with established MTSS provisions. The Company may request an CIEVIL APPROVAL. This agreement is subject to customer establishment of creativorumless in accordance with est advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above. Facilities and Equipment The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and Facilities and Equipment: The Customershall 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 service 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 service that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment; are installed at the Sites and in accordance with

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

omer in using Services.



Month to Month Agreement _____ (initial)

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

			Of Charal		
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	
		_			
	Canada	\$0.05		Hawaii	\$0.07
International	Canada	40.00			

					1
Contraction of the second s					
Calling Cards		AK& HI	PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US			\$0,328	\$0.365
Continental US	\$0.123	\$0.423	\$0.179		\$0.524
		\$0.625	\$0.625	\$0.487	
<u>AK & HI</u>		\$1,170	\$0,412	\$0.362	\$0.399
Canada	\$0.294			\$0.377	\$0.414
DP & USVI	\$0.211	\$0.575	\$0.679	\$0.011	

	\$0.00
Monthly Commitment	30.00
	\$0.00
Non Recurring Charges	30.00

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



Telecommunications Master Service Agreement

Вел Move/Transfer

Date Guote was penerated on this date and is valid for 30 days

Zip Zip

Customer Contact Contact Tel #

Billing Contact Contact Tel #

> Tax Exempt? No Build Required? No

	Monthly Unit		Qty	Mon	Monthly Total	
Switched Local Services	\$	23.95	1	\$	23.95	
Essential Business Line		20.00				
			<u></u>			
				\$	23.95	
Monthly Total/Switched				v	Waived	
Non Reoccurring Charges					Valved	

Schedule Switched Local Servic	:es	Term 36 Month
Additional Schedules Attach National Services X		Term 36 Month
Facility Services		

Signature by both parties on this document constitutes a service order by accordance with the master terms and conditions attached. Customer signature here, appears $\cancel{\psi}$ the individual terms and pricing in the attached schedules.

Customer Representative

Title

Title

Date

10

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

Master Terms & Conditions

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

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

Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, lire, flood, explosion, or other catastrophes; any law, order, regulation, drifection, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the regulation, checkness, action, or request or the clines states government or on any other governments, including state are local governments having or claining plasation over a Company, or of any one or more of linese federal, state or local governments, or of any Company, or of any one or more of linese federal, state or local governments, or of any Company, or or any experiment or agency, commasion, opeau, corporation, or other instrumentany or any one or inter or inter recording state or military auth or iny; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interru plion (as defined within the applicable tailit), 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 benalf of Customer, plus

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

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

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

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

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

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

Nolice: The customer may choose to have nolices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate Nonce: The customer may choose to have nonces and onlis delivered via U.S. Mail, in person, or electronically. The customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other service shall be mailed or delivered electronically. 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 tarifi will be in writing. Notices and other communications of either pany, and all bills mailed by the Company, shall be presumed to have been delivered to the other pany on the third business day

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' tees for (A) any loss, destruction, or damage to property of the Indemnilied Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Pany, its employees, agents, representatives, or invitees; and (B) inlingement 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 tanifi 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 notice be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, liming and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or tailure is due to any cause beyond the first party's reasonable control including without limitation any act of God, Inclement weather, Agreetter in to are extent and such demage or harders suce to any cause beyond the first party's reasonable control including wardon annuation any act or eco, inclement weather tailore 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 blecommunications operators or other competent authority, war, military operations, or riol, diliculty, delay or tailure in manufacture, production or supply by third parties of the wice Equipment or any part thereof.

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

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 delaulting 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. 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 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 pretinise to ensure that exposure ones not exceed the lowest exposure must for the protection or the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended removal or containment has been completed and approved by the appropriate governmental agency and backeye. For ontain the backeye to terminate this Agreement without further 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 itability. 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 from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



36 Month Agreement _____ (initial)

			the second se		,
	L hunstato I	Interstate	Off Shore		
Domestic	Intrastate		Outbound +1	Puerto Rico	\$0.11
Outbound 1+	\$0.029	\$0.029		US Virgin Islands	
Inbound 8xx	\$0.035	\$0.035			
		\$0.13		Alaska	
Canada 8XX		00.0T		Hawaii	\$0.07
International	Canada	\$0.05			

					<u> </u>
Calling Cards		AK& HI	PR & USVI	Guam	N Mariana IS.
From: / To:	Continental US		\$0,179	\$0.328	\$0.365
Continental US	\$0.123	\$0.423		\$0.487	\$0.524
AK & HI		\$0.625	\$0.625		\$0.399
Canada		\$1.170	\$0.412	\$0.362	
		\$0.575	\$0.679	\$0.377	\$0.414
PR&USVI	1 30.211	00.01 -			

Monthly Commitment	\$0.00
	\$0.00
Non Recurring Charges	

Customer	
Svc Address	
Floor	
City/State	
Zip	



2 **Henews** Move/Transfe

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

Customer Contact Contact Tel #

Billing Contact	
Contact Tel #	

Tax Exempt? No Build Required? No

	Mo	ntnly Unit	Qty	Moi	nthly Total
Switched Local Services	\$	415,95	1	S	415.95
ISDN PRI Package/Voice/Flat Rate Included		180.00		S	180.00
DS-1 Link (for PRI Transport)		23.95	2	- 5	47.90
Essential Business Line		2.25		\$	2.25
Group of 20 DID #s					
				\$	646.10
Monthly Total/Switched				S	1,048.08
Monthly Total/Switched/Facility					Waived
Non Reoccurring Charges					

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

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

Authorized Customer Representative	<i></i>
Title	
Date	Date and proprietary and should not be disclosed.

Term of Ag reement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer tollowing 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 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 purposes. The service is offered subject to the availability of facilities and may be limited from time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

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

Charges & Payment: Payment for service, Installation, and monthly recurring and Non-Recurring Charges, including applicable tederal, state, and local taxes shall not be due earlier Inan 19 days I require the date on the bill. If the bill is not paid by the que 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 lacilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, lire, licod, explosion, or other catastrophes; any taw, order, pertormance of equipment due to causes not reasonably written is control, including out for immedia to, acts or cour, inc, noou, explosion, or other catastrophes; any tax, order, regulation, clirection, 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 col 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 the second state and other instrumentality of any one or more of these federal, state or local governments, or of any the second state and other instrumentality of any one or more of these federal, state or local governments, or of any milliary aumority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavallability of rights-of-way.

It a Custom or 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 interru plion (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-Flecurring Charges reasonably expended by Company to establish service to Customer, plus (B) Any discorpaction, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behall of Customer, plus

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

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original 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 Warranty: EUCKeye warrants that Devices shall be performed in a limety and processional mamerianu with reasonable skill and cale. SAVE AS EXFRESS I SET FUHTHIN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE RITNESS 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 legat 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 In this tool is gar power, not, and addressly to exceede and perform the dynamical, and the test and dynamical of the agreement. The terms of the 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 expenses to identify or correct any failure caused by facilities and equipment not lumished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made tor 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 indemnily, and detend the other pany from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' tees for (A) any loss, destruction, or damage to property of the Indemnilied Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnilying Party, its employees, agents, representatives, or invitees; and (B) infingement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnilying party

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

Force 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 due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, representation and execution of the second o public telecommunications operators or other competent authority, war, military operations, or riol, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereoi.

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 taliure 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 detaulting party.

Hazerdous Substances: Customer centilies 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 agents a routiner any such soustance, customer agrees to take an necessary steps, at its own expense, to remove or comain the aspestos or other nazaroous 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 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 tarilf 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 nousing of detrice equipment, and an necessary electrical power supplies and only installations and international and international 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 detraction form, reduce or impair the overall performance or operation of Services, or require any material elteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



Schedule 2: National Switched Voice Services

36 Month Agreement (initial)

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

	lature et et e	Interstate	Off Shore		
Domestic	Intrastate	\$0.029	Outbound +1		\$0.11
Outbound 1+	\$0.029		Outbound 11	US Virgin Islands	\$0.11
Inbound 8xx	\$0.035	\$0.035		Alaska	\$0.51
Canada 8XX	\$0.13	\$0.13			\$0.07
International		\$0.05		Hawaii	.0.0

			T 1		
Calling Cards			<u></u>		
the second se	Continental US	<u>АҚ& НІ</u>	PR & USVI	<u>Guam</u>	N Mariana IS.
			\$0,179	\$0.328	\$0.365
Continental US	\$0.123	\$0.423			\$0.524
AK & HI	\$0,490	\$0.625	\$0.625	\$0.487	00.024
		\$1,170	\$0.412	\$0.362	\$0.399
<u>Canada</u>	\$0.294		<u></u>	\$0.377	\$0,414
PR & USVI	\$0.211	\$0.575	\$0.679		φο. Η Η

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

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



New Renewal Move/Transfer

Date Cluote was generated on this date and is valid to: 30 days

Customer Bill Name Svc Address Sec Bill Name Floor Bill Address City/State Flr/Room Zip Zip	
---	--

Customer Contact Contact Tel #

Billing Contact Contact Tel #

Tax Exempt? No Build Required? No

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12

	Monthly Unit		Qty	Monthly Total	
Switched Local Services		23.95	3	\$	71.85
Essential Line	\$	23.95		<u> </u>	
		+			
		+			
		<u> </u>		\$	71.85
Monthly Total/Switched				- v	aived
Non Reoccurring Charges					

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

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

		_
Authorized Customer Representative		
Title	Ţiţle	
Date	Date Date	

The information contained herein is confidenti al and proprietan

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 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 lawiul purposes. The service is offered subject to the availability of facilities and may be General: In resource is intraneo of 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 in-e 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-Disclossure: 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 he 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 Recumng 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 publice 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 of us 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, corrornission, bureau, corporation, or olner instrumentality of any one or more of lnese federal, state or local governments, or of any military authority, preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of nghts-of-way.

party.

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

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

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE has full legat, 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 deliverad via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnity, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the expenses, in requiring resonance autometrys receiption (A) any ross, desorbation, or damage to property or are intermined in any or any o extern are 10-33, desired with the investigation of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within Special F10 visions. (1) conveys recognisional responsibility, other over special form, is to provide role, but should not be information contained herein is confidential and proprietary and should not be 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 In the start ward interval of installation in accordance and possible exceptions stated on age (c) the installation contained reserves communicate with 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 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, shike, tock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications or power suppres, noos, crospin, ignoring or inc, since, ison-out, send origine or ison crospines, include origination of other completent 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 insolvency. If ellier party tails to perform any material congration within this Agreement or volates any material consultation or consultation or on agreement, and sour native or volated in shot 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 nazaruous Substances. Customer centries that it is not aware or the presence or any aspestos or other nazaruous substance (as defined by any appricable state, tederal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the abestos 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 subplicate performance under this Agreement until the removal or to ensure a real exposure does not exceed the lowest exposure matching the protection of the workers. Encoder they despend performance oncer 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 communicant has been compared on approved by the appropriate governmental against and buckeye. I chammance congatering that 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 modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



Schedule 2: National Switched Voice Services

36 Month Agreement _____ (initial)

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

		Interatoto	Off Shore		_
Domestic	Intrastate	Interstate		Puerto Rico	\$0,11
Outbound 1+	\$0.029	\$0.029	Outbound +1		
		\$0.035		US Virgin Islands	\$0.11
inbound 8xx				Alaska	\$0.51
Canada 8XX	\$0.13	\$0.13		Hawaii	\$0.07
International	Canada	\$0.05			

Calling Cards					
		AK& HI	PR & USVI	Guam	<u>N Mariana IS.</u>
	Continental US		\$0,179	\$0.328	\$0.365
Continental US	\$0.123	\$0.423			\$0.524
AK & HI		\$0.625	\$0.625	\$0.487	aU.024
		\$1,170	\$0,412	\$0.362	\$0.399
<u>Canada</u>	\$0.294			\$0.377	\$0,414
PR & USVI	\$0.211	\$0.575	\$0.679	،،،د.טې	

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



New Renewal 🗸 Move/Transfer

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

Customer Svc Address Floor City/State Zip	Bill Name Sec Bill Name Bill Address Flr/Room City/State Zip	
	Rilling Contact	

Customer Contact Contact Tel #

Billing Contact	[
Contact Tel #	

Tax Exempt? No Build Required? Yes

	Mo	nthly Unit	Qty	Mo	nthly Total
Switched Local Services		415.00	1	5	415.00
ISDN PRI Pkg/Voice/Flat	\$	180.00		15	180.00
DS-1 Link (Transport for PRI)	\$	21.95		5	65.85
Essential Line	<u>-</u>			<u> </u>	
*Flat Rate Usage incl in PRI price				s	660.85
Monthly Total/Switched				\$	1,161.84
Monthly Total/Switched/Facility					Waived
Non Reoccurring Charges					

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

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

Authorized Customer Representative	
Title	
Date	Date
The information contained herein is confidenti	al and proprietary and should not be disclosed.

Term of Ag reement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeys 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 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 tawful purpose. The service is offered subject to the availability of facilities and may be Imited from time to time to time 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 electrical 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 Ohic, the FCC and the tariffs of BTS

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

Charges & Payment: Payment for service, installation, and monihity recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the bale on the bill of 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 activities, equipment, or instances or instances or negregance or ne company s emproyees or agoine. The company shall not be name to be nother to a equipment is use 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 Inese federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections: riots; wars; unavaitability of rights-of-way.

I estimates, entrances, concentration of envice by the considered. 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 befored within the applicable tarifi), or ii 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 behali 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 IO make such provision(s) legal and enforceable; provided, nowever, 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 WATTAINS, DECKEYE WAITAINS THE DETVICES SHALL DE PARTITIES AND THE PROPERTY AND PROFESSIONE MAILINE AND WAITAINS, AND LAR TO LAR THE 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 ASCENCENT, ALL CONCINCIONS AND WARKANNES, EACRESS ON INFLICE, STATUTATION OT DERVISE, INCLUDING BUT NOT DIVITED TO ANT CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement

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

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

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

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys fees for (A) any loss, destruction, or damage to property of the Indemnitiad Party or any third party, or the death of or injury to persona, 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) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

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

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to lest the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement will 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 tailure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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

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



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

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

DomesticIntrastateOutbound 1+\$0.029Inbound 8xx\$0.035Canada 8XX\$0.13CanadaCanada	\$0.035 \$0.13	Off Share Outbound +1	Puerto Rico US Virgin Islands Aleska Hatvail	
International Canada				

ANDIM	tinental US \$0.123 \$0.490 \$0.294	\$0.423 \$0.625 \$1.170	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
Canada PR & USVI	\$0.294 \$0.211	\$0.575	\$0.679	\$0.377	

\$0.00 \$0.00

Monthly Commitment	
Non Recurring Charges	

Cus	tomer
Svc	Address

611251	Union
Svc	Addres
Floo	٥r

City/State

Zip

BUCKEYE
TeleSystem

New _____ Renewal ____ Move/Transfer ___

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

Customer Contact _____ Contact Tel #

Billing Contact	
Contact Tel #	

Tax Exempt? No Build Required? Yes

	Monthly Unit	Qty	Mon	thly Total
Switched Local Services	\$ 21.95	5	\$	109.75
Essential Line				
			\$	109.75
Monthly Total/Switched			\$	109.75
Monthly Total/Switched				Waived
Non Reoccurring Charges		_		

Schedule Switched Local Services			Term 36 Month
t	Additional Schedules	Attach	Term
t	National Services	<u> </u>	36 Month
T	Facility Services		
t	Internet Services		

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

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		· · · · · · · · · · · · · · · · · · ·	<u> </u>
and the second			
Title			. •
		Date	
Date		is a should not be disclosed.	

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

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

General: The service is turnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be General The service is furnished on the condition that it will be used only for authorized and lawtin 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 taws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tarifis of ETS Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and with not be disclosed by Customer to any party outside of Customer's

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable tederal, state, and local taxes shall not be due earlier 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 rachines, or the acts or unitstons or negligence or the company's employees or agents. The company shart not between or any beav or takter 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, or request of the United States government or of any other government, including state and local governments having or claiming junsdiction over the Company, or of any department or of any other government. apency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or 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 third parties by Company on behali of Customer, plus

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

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

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

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

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

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

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' iees 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 resources allotheys rescaled to resulted from the negligent or international 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 international act or omission of the Indemnifying Party, its employees, agents, representatives, or invites; and (B) infiningement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its 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 tailure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

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

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

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

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

		interstate	Off Shore		
Domestic	Intrastate		Outbound +1	Puerto Rico	\$0.11
Outbound 1+	\$0.029	\$0.029		US Virgin Islands	
Inpound 8xx		\$0.025		Alaska	\$0,51
		\$0.13		Hawaii	\$0.07
Canada 8XX		\$0.05		riawaii	
International	Callada				

Calling Cards				Guam	N Marlana IS.
Erom: / To:	Continental US	<u>ak& Hi</u>	PR&USVI		50,365
FIDIN. / TU.	\$0.123	\$0,423	\$0.179	\$0.328	
Continental US		\$0.625	S0.625	\$0.487	\$0.524
AK & HI	\$0.490		50,412	\$0.362	\$0.399
Canada	\$0.294	\$1.170		\$0.377	\$0,414
PR & USVI		\$0.575	\$0.679		And the second s
PRAUSVI	30.27				

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

1/22/2008 4:07:49 PM

in

Case No(s). 08-1017-TP-CTR

Summary: Application Buckeye TeleSystem, Inc. Approval of 14 Contracts electronically filed by Stephen M Howard on behalf of Buckeye Telesystem, Inc.