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Founded 1909

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

April 15, 2008

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

RE:

Case No. 08-1017-TP-CTR Buckeye Telesystem, Inc. Approval of 17 Contracts

Dear Ms. Jenkins:

Please find attached an electronic copy of a completed Telecommunications Application Form and 17 contracts between Buckeye TeleSystem, Inc. and 17 End Use Business Customers. Pursuant to the Commission's policy, we have redacted the name, address and any other information which might identify the customers. These contracts are for switched services. Also enclosed is an affidavit of Thomas K. Dawson.

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

Sincerely yours,

/s/

Stephen M. Howard Attorneys for Buckeye Telesystem, Inc.

SMH/jab **Enclosures**

cc:

Thomas K. Dawson

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS

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

In the Matter of the Application of <u>Buckeye TeleSystem, Inc.</u>) to approve certain contracts

TRF Docket No. 90- <u>9037 - TP-TRF</u>

to approve certain contracts)	Case No. <u>08</u> - <u>1</u> NOTE: Unless you ha leave the "Case No" fi	ve reserved a Case # or a	re filing a Contract,
Name of Registrant(s) Buckeye TeleSystem, In	nc.			
DBA(s) of Registrant(s) Buckeye TeleSystem				
Address of Registrant(s) 5555 Airport Highwa	v. Suite 110 Toledo,	Ohio 43615		
Company Web Address www.buckeyetelesyst				
Regulatory Contact Person(s) Thomas K. Daw		Phone 419-7	724-9802 Fax	419-72 <u>4-7074</u>
Regulatory Contact Person's Email Address to			<u> </u>	
		system.com	Phone	419-724-9802
Contact Person for Annual Report Thomas K.	Dawson		i none.	117 721 7002
Address (if different from above)			Dhone	419-724-38 <u>63</u>
Consumer Contact Information Joye Stevens	D 1 77.1.1 OL:	42.61.5	1 Hone	+17-724-3603
Address (if different from above) 4818 Angola		0 43615		
Motion for protective order included with filin Motion for waiver(s) filed affecting this case?	.g?	e: Waivers may toll an	y automatic timefran	ne.]
Section I – Pursuant to Chapter 4901:13	1-6 OAC – Part I –	Please indicate the	Carrier Type and	the reason for
submitting this form by checking the bo	oxes below. <i>CMRS p</i>	providers: Please see	the bottom of Sect	ion II.
NOTES: (1) For requirements for various applicati	ions, see the identified sec	tion of Ohio Administrati	ive Code Section 4901 a	ind/or the
supplemental application form noted.				
(2) Information regarding the number of copies req	uired by the Commission	may be obtained from the	: Commission's web site	e at
www.puco.ohio.gov under the docketing informatio	n system section, by calli	ng the docketing division	at 614-466-4095, or by	visiting the docketing
division at the offices of the Commission.				
Carrier Type Other (explain below)	☐ ILEC		☐ CTS	☐ AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	TRF 1-6-04(B) (0 day Notice)	TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling	ZTA 1-6-04(B)	☐ ZTA 1-6-04(B)		
area,	(0 day Notice)	(0 day Notice)		
Change Terms and Conditions,	ATA 1-6-04(B)	☐ ATA 1-6-04(B)		
Introduce non-recurring service charges	(Auto 30 days)	(Auto 30 days)		
Introduce or Increase Late Payment or	☐ ATA 1-6-04(B)	ATA 1-6-04(B)		
Returned Check Charge	(Auto 30 days)	(Auto 30 days)		
Business Contract	CTR 1-6-17			
	(0 day Notice) ATW 1-6-12(A)	ATW 1-6-12(A)		
Withdrawal	(Non-Auto)	(Auto 30 days)		
Deine the Calling of a Data	Not Applicable	SLF 1-6-04(B)		
Raise the Ceiling of a Rate	Not Applicable	(Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring	TRF 1-6-05(E)	☐ TRF 1-6-05(E)		
service charges	(0 day Notice)	(0 day Notice)		
Residential - Introduce New Tariffed Tier	☐ TRF 1-6-05(C)	☐ TRF 1-6-05(C)	☐ TRF 1-6-05(C)	
2 Service(s)	(0 day Notice)	(0 day Notice)	(0 day Notice)	
Residential - Change Rates, Terms and	TRF 1-6-05(E)	TRF 1-6-05(E)	TRF 1-6-05(E)	
Conditions, Promotions, or Withdrawal	(0 day Notice)	(0 day Notice)	(0 day Notice)	
Residential - Tier 2 Service Contracts	CTR 1-6-17	CTR 1-6-17	CTR 1-6-17	
	(0 day Notice) Not Filed	(0 day Notice) Not Filed	(0 day Notice) Not Filed	
Commercial (Business) Contracts	Detariffed	Detariffed	Detariffed	
Business Services (see "Other" below)	Detarifed	Detariffed	Detariffed	- 1.00
Residential & Business Toll Services (see "Other" below)	Detailleu	Dotainieu	Johannoa	
1 (GGG GRIOL BOIGH)				

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 <i>1-6-09(C)</i> (Auto 30 days)	AAC 1-6-10(F) (0 day Notice)	CLECs must attach a c Exchange Listing Form	
Abandon all Services - With Customers	☐ ABN 1-6-11(A) (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 <i>1-6-14(B)</i> (Auto 30 days)	AMT <i>1-6-14(B)</i> (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate	☐ ATC <i>1-6-14(B)</i> (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 <i>1-6-14(B)</i> (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)	TRF (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).

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Exhibit	Description:
Α	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

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

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Buckeye TeleSystem, Inc. (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 ıg

rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any conti	adictory provisions in
our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various	is 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) 4-11-08

at (Location) Toledo, Ohio

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 Routi	ine Proceedings provided by	the Commission and that all of the information submitte
here, and all additional information submitted in connection with this case, is to	rue and correct to the best of	my knowledge.
MO 1/O		
*(Signature and Title)	Vice President	(Date) <u>4-11-08</u>
*Verification is required for every filing. It may be signed by counsel or an off	icer of the applicant, or an a	uthorized 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

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

AFFIDAVIT

STATE OF OHIO)
) ss
COUNTY OF LUCAS)

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

Thomas K. Dawson Vice President

Sworn and subscribed before me in my presence this 11th day of April, 2008.

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

My commission expires on 05/23/12



		I_{i}^{t}				
Customer		, ,	Bill Name			
Svc Address		_	ec Bill Name	5470 Main \$	Street	
Floor		_	ill Address ir/Room	5470 Mairi	041001	
City/State		_	City/State	Sylvania, O	hio	
Zip			Zip	43560		
Customer Co		1	Billing Contact Contact Tel #			
Contact Tel #		,				
				Tax Exempt		
			Bu	ild Required	1? <u>No</u>	
			Monthly Unit	Qty	Mon	thly To
Switched Loc	cal Services		\$ 415.00	11	\$	415.0
ISDN PRI Pkg	/Voice/Flat"		\$ 180.00		\$	180.0
DS-1 Link (Tra	ansport for PRI)		\$ 23.95	3	\$	71.8
Essential Line						
				<u> </u>		
*Flat Rate Usa	ge incl in PRI price				\$	666.8
Monthly Total	/Switched			<u> </u>	\$	666.
Monthly Tota	al/Switched			+		ived
Non Reoccur	ring Charges					
			Te	rm		
	Schedule			ionth		
		'A'S			_	
	Switched Local Servic		T	rm	- 1	
	Switched Local Servic Additional Schedules	Attach	Te	rm Yonth	-	
	Switched Local Service Additional Schedules National Services		Te	rm Ionth	-	
	Switched Local Service Additional Schedules National Services Facility Services	Attach	Te			
	Switched Local Service Additional Schedules National Services	Attach X	Te 36 N	der in accordar		·
	Switched Local Service Additional Schedules National Services Facility Services Internet Services Signature by both parties on this do	Attach X	Te 36 N	der in accordar		
	Switched Local Service Additional Schedules National Services Facility Services Internet Services Signature by both parties on this do	Attach X	Te 36 N	der in accordar		
Author	Switched Local Service Additional Schedules National Services Facility Services Internet Services Signature by both parties on this do with the master terms and condition the individual terms a	Attach X	Te 36 N	der in accordar		
Author	Switched Local Service Additional Schedules National Services Facility Services Internet Services Signature by both parties on this do	Attach X	Te 36 N	der in accordar	,	
Author	Switched Local Service Additional Schedules National Services Facility Services Internet Services Signature by both parties on this do with the master terms and condition the individual terms a	Attach X	Te 36 N	der in accordant belay, agree 3	,	

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

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

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

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

Claims: With respect to any service or facility provided by the Company, each party shall 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

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

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

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

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

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

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

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



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

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

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

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

The same of the sa	
Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer	•	٠٤,	 	
Svc Address		51		
Floor				
City/State		•		<u></u>
Zip				



Telecommunications Master Service Agreement Date Quote was generated on this date and is valid for 30 days Move/Transfer FDIA Ungrade Customer **Bill Name Svc Address** Sec Bill Name Floor **Bill Address** City/State Flr/Room Zip City/State Zip **Customer Contact Billing Contact** Contact Tel # Contact Tel # Tax Exempt? Yes Build Required? Yes Monthly Unit **Monthly Total** Switched Local Services Qty Essential Lines 21.95 307.30 14 Monthly Total/Switched 307.30 Monthly Total/Switched/Facility/Internet 447.29 Non Reoccurring Charges Waived Renewal Incentive Offer-One Time Credit (307.30) (921.90) Schedule Term Switched Local Services 36 Month **Additional Schedules** Attach Term National Services X 36 Month **Facility Services** 36 Month 36 Month Internet Services Signature by both parties on this document constitutes a service order in χ cordance with the master terms and conditions attached. Customer signature bel//, agre /tc the individual terms and pricing in the attached schedule/, Authorized Gustomer Representative

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

Date

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

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

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

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

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, equipment due to causes not reasonably which its control, including but not intrice to acts or sort, including state and local government before the Company, or of any other government, including state and local government aring or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer.

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

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

 (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due 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 identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

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

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

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

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

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

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

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

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

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

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



Schedule 2: National Switched Voice Services

36 Month Agreement initial)

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

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

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

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

Customer Svc Addres	SS	
Floor		
City/State		
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The information contained herein is confidential and proprietary and should not be disclosed,

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

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.

ment is governed by and subject to the laws of the State of Ohlo, the rules of the Public Utilities Commission of Ohlo, the FCC and the tariffs of BTS

Non-Disciosure: 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 ilable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Limitation of Liability. The Company will not be liable for any incirect, incidental, special, consequental, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or fallure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, 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 compilance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

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

- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due 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 identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

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

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

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

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

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

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

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

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance 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 Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

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



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

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

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

<u>Calling Cards</u>				- Mail	
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0,524
<u>Canada</u>		\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	<u>\$0,00</u>

Customer	
Svc Address	
Floor	
City/State	
Zip	



Date Renewal Quote was generated on this date and is valid for 30 days Move/Transfer Customer **Bill Name** Svc Address Sec Bill Name Floor Bill Address City/State Fir/Room Zip City/State Zip **Customer Contact Billing Contact** Contact Tel# Contact Tel # Tax Exempt? No Build Required? No Switched Local Services Monthly Unit Qty Monthly Total ISDN PRI Package/Voice/Message Rate* 376.20 \$ 376.20 \$ DS-1 Link (transport for PRI) 180.00 1 \$ 180.00 \$ Business Line \$ \$ 19.50 1 19.50 Flat Rate Usage \$ 1 6.75 Message Rate billed at \$0.07 per call 582.45 Monthly Total/Switched/Facility/Internet Non Reoccurring Charges Waived Schedule Term Switched Local Services 36 Month Additional Schedules Attach Term National Services Facility Services Internet Services Signature by both parties on this document constitutes a service order in # with the master terms and conditions attached. Customer signature beiog the individual terms and pricing in the attached scheduler Date

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

4

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
 (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due 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 identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

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

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

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

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

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

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

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

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

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



Customer Cor	Floor City/State			Idress _ om _ tate _			
Contact Tel #	itact	_ _		Contact_ ct Tel #			
					ax Exempt I Required		
Switched Loca	l Services		Mont	hly Unit	Qty	Mor	nthly Tota
Business Line			\$	19.50	20	\$	390.00
Flat Rate Usage	3		\$	6.75	20	\$.	135.00
Monthly Total/S Monthly Total/ Non Reoccurrin	Switched/Facility/Internet					\$	525.00 925.99 Waived
	Cabadula			T		7	
	Schedule Switched Local Service	25		Term 36 Mont	h	-	
	Additional Schedules			Term		1	
	National Services	Attach X		36 Mont		1	
	Facility Services	X		36 Mont		1	
	Internet Services	X		36 Monti]	
	Signature by both parties on this docu with the master terms and conditions	attached. Cu	ıstomer si	gnature bel/	rer	/	
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The information contained herein is confidential and proprietary and should not be disclosed.

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

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 Utilities Commission of Ohio, the FCC and the tariffs of BTS

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due 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 identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address Notice: The customer may choose to have nouces and onto delivered via 0.5 Mail, in person, or electronically. The Conspany shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company shall designate on the Service of the remainded or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

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

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

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

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

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

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

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

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

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



Schedule 2: National Switched Voice Services

36 Month Agreement

'(initial)

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

<u>Domestic</u>	Intrastate	Interstate	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	AK& HI	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
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>

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General the service is furnished on the condition that it will be used only for authorized and faxful purposes. The service is effered subject to the availability of facilities and may be implied from lone to time for exactly subject to the availability of facilities and may be implied from lone to be found for exactly and the control of Company. Company has the right to their information and the facilities are may be to project the luchified integrity of the Network. Guelorier has the right to proceed the products at the price specified herein.

Governing Law. This Agreement is governed by and subject to the lews of the State of Chile, the Fulls of the Public Utilizes Commission of Chile, the FCC and the faiths of Org

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Charges & Psymont Psymont for service, institiation, and monthly recording and Non-fracturing Charges, including appreciate federal, arete, and local taxes shall not be due shallow that the date on the own in the bill is not paid by the due shall overlay within 30 days of receipt), it then becomes past due. The Company shall protect this for Recurring charges charges the distance of the month which service is provided.

Limitation of Liability. The Company will not up liable (it any induced, incidental, special, consequently), or puritive denius as to the Carterner as a result of thy Company equipment, or furaliss, or the acts or emissions or negligence of the Company's supplyans as a specie. The Company shell not be liable for any class or secure and tobservable which is control, including out not limited to use of Cook, tre, Bood, apposition, or other catalengthes; any law, order, regulating, direction, action, produced any class of the United States government or of any other foreigness, between the Company, or other catalengthes are law of produced as against, Company, or other catalengthes, any law, order, regulating, direction, action, asked in compliance with national emergencies; insurvections; role; ware; unavailability of rights-of-way.

Termination Penalises: Canacitation of Service by the Customer

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Warranty Buckeys warrants that services shall be performed in a bindly and profusional monder and with reasonable and care. SAME AS SAMEBELY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOY LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICUA REPORT OF THE PROPERTY EXCILUTED, Company and Customer each represented and warrants that it does not long a power, right, and authority to execute and perform this appropriate and warrants that it during of the agreement is a valid and blooding obligation enforceable against it in accordance with the forms of the agreement is a valid and blooding obligation enforceable against it in accordance with the forms of the agreement.

Maintentwice; Buckeye shall be responsible for the maintenance of the Buckeye Notwork and Service Equipment and shall have the dight to charge the Customer for its chairs and expenses to identify or carrect any fature caused by inclines and equipment not functived by Buckeye or to repair demagn or interruptions caused by the Customer or Customer's

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Notice: The customer may choose to have notices and bits differed via U.S. Med, in purson, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall designate and other communications, except that the Customer may also deplicate a supersta address to which the company's bigs for service shall be marked of deviced electronically. The Customer shall not a supersta address to which the company may designate a supersta address to which the Customer shall not a deliver in the company may designate a superstandance of the customer shall not a deliver and a deliver and the superstandance of the customer shall not a deliver and a deliver and include and other communications, or read or electronic theories of the deliver payment of the deliver payment of the deliver payment of the transfer of funds to pay bits. At adjaces or other communications required to be given pursuant to the tunit will be in writing. Neglews and other communications.

Claims. With respect to any squalco or facely provided by the Compony, each party shall indefinity, and belend the quier party from all claims, ections, demandes. Battlifes, costs, and expenses, including reasonable oftensys. Items for (A) any loss, destruction, or demands to property of the fratematical Party or any third party, or the desth of a figury to personal that the loss, destruction, demands, death, or injury was demand or resolved from the desplant or intentional act of omission of the indemnitying Party, its employees, agains, caused by the set or oditication of the indemnitying party, its employees, agains, caused by the set or oditication of the indemnitying party.

Special Provisions. (1) Buckeys TereSystem's responsibility, either than specified herein, is to provide voice, data and viden services to Costomer per its tent rates and charges within MTSS standard interval of materialism in accordance with possible exceptions stated in Page 1 (2) the information contemns herein its confidential and proprietary and encode not be described. Where disclosure is required by appropriate legal means, the party receiving solice shell interediately communicate with the other party the source, smillig and use of such

Force Majoura: Neither party shall be liable to trie other for any loss or demand which may be authored by the other party or for any feither to performine obligations under the Agricument to the extent this such demands or fathers is due to any course beyond the text party is reasonable control including without initiation any set of God, inclanated weather, feither of standage of power supplies, itself, depriving or fare, unite, fective of short disturbances, the act or emission of Government, highway nutberlies, public leteromaturizations observed or other comprises subjectly, was, matery operations, or not, difficulty delay or feiture in manufacture, production or supply by third patries of the Service Equipment or stry party.

Default if either party falls to parform any material obligation within the Agreement or violates any material form or condition of this Agreement, and such taking at violation is not cured within 30 days following recurst 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.

Insolvericy If either party falls to perform any material college on waited that Agreement or violation any material term or condition of this Agreement, and such failure or violation is not under white a days to lovely recognition of the defending on the defending of the defending the fall to terminate this Agreement upon white nature to the defending

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Credit Approval. This agreement is cubject to dustomer sciabilations of creditional interest in accordance with established hit is provisions. The Company may request an egypnea payment addor deposit in accordance with MTS9 and the provisions of its had sant referenced above.

Pacifilities and Equipment. The Customer shall plovide of all burgs suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and hosping of Service Equipment, and an account of Service The Customer shall expure that such properation and provision are effected in the Customer's selected before Service Equipment are installed in the Siles and in accordance with the specifications

Standard of Service: Buckeye reserves the right to modely, change, and for or replace the Buckeye Network or the Service Equipment or any apparatus compared therein. Any such membersion, change, addition or replacement shall be curried out at Buckeye's civil explace and Buckeye shall use reasonable and avoice to ensure it does not meterially defrect from tailude of impair the overall performance of operating of Services, or require only majorist alternation to the Buckeye Network physical interface or protocol used by the Customer in using



Schedule 2: National Switch Joine Services 12 Month Agreement (India)

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

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AK & HI	\$0.490	\$0.625	\$0.179	\$0.328	\$0,365
Canada	\$0.294		\$0,625	\$0.487	\$0.524
PR & USVI	\$0.211	\$1.170	\$0,412	\$0.362	\$0.399
	TV-#-11	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	\$0.00

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·	Facility Services	X	24 Mont		7	
	Internet Services	X	24 Monti	1	7	

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

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Schedule 2: National Switched Voice Services Month Agreement

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

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

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	<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			٠,	-	i.		
Floor		-					
City/State						 ***	
Zip	•	.′					



	Telecommunications Master Service Agreement	New
Date.		Renewal
Quote was	s generated on this date and is valid for 30 days	Move/Transfer

Switched Local Services	Mon	Monthly Unit		Monthly Total	
Business Lines/Message*	\$	19.50	2	\$	39.00
*Message Rate billed @ \$.07 per call					·
Monthly Total/Switched				\$	39.00
Monthly Total/Switched/Facility/Internet				\$	429.98
Non Reoccurring Charges				1	Vaived

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

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

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

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

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

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 catestrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

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

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

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

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

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

Notice: The customer may choose to have notices and bills delivered via U.S Mall, in person, or electronically. The Customer shall designate on the Service Order an appropriate address Notice: The customer may choose to nave notices and bits delivered via U.S Mall, in person, or electronically. The Customer shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be 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. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

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

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

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

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

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

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

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

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



Telecommunications Master Service Agreement	New
Date	Renewai 🗸
Quote was generated on this date and is valid for 30 days	Move/Transfer
4.00 000 000 000 000 000 000 000 000 000	

Switched Local Services	Monthly Unit		Qty	Monthly Total		
Essential Business Line	\$	23.95	12	\$	287.40	
Monthly Total/Switched				\$	287.40	
Monthly Total/Switched/Facility				\$	538.40	
Non Reoccurring Charges					Waived	

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer.

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

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus (C) The prorate portion of a Retention incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due 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 identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

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

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

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

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

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

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



Schedule 2: National Switched Voice Services

36 Month Agreement / / __ (initial)

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

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

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

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



Telecommunications Master Service Agreement	New 🗸
Date	Renewal
Quote was generated on this date and is valid for 30 days	Move/Transfer

Switched Local Services	Mon	thly Unit	Qty	Mon	thly Tota
Essential Lines	\$	23.95	10	\$	239.50
,					
				_	

Monthly Total/Switched

Non Reoccurring Charges

Monthly Total/Switched/Facility/Internet

Schedule Switched Local Service	es	Term 36 Month
Additional Schedules	Attach	Term
National Services	Х	36 Month
Facility Services		
Internet Services		

239.50

239.50 Waived

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

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be General: The service is furnished on the contrition that it will be used only for authorized and rewall purposes. The service is different subject to the evaluation of the ev

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due 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 agreemen

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

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

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

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

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

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

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

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

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local nazaruous substances. Customer certains that it is not aware on its presente or any association of the frazaruous substance (as defined by any appreciate care, relating the hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement, if during such performance Buckeye employees or agents hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement, if during such performance Buckeye employees or agents 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 encounter any such substance 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 uses not exceed the lowest exposure limit for the protection of the workers. Buckeye may abspect performance children that the Agreement shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

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

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



Schedule 2: National Switched Voice Services

36 Month Agreement ____ (initial)

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

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

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



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73	Movertransfer V

Switched Local Services	Monthly Unit	Oty	Mo	ithly Tota
Essential Line	\$ 25.95	1	\$	25.95
				······································
		· · · · ·		
			<u>-</u>	,
			+	
			1	
Monthly Total/Switched			\$	25.95
Non Reccouring Charges			 	Waived

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

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

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

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

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

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to 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, equipment one to causes not reasonably within its control, including soft not improve the Control of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department 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 of request of the oracles government of orany order government, including state and local governments naving or calming jurisdiction over the Company, or or any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

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

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

 (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due 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 identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

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

Claims: With respect to any service or facility provided by the Company, each party shall 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 disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such

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

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

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

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

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

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

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



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

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

Domestic	Intrastate	Interstate	Off Shore		······································
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0,11
Inbound 8xx	\$0.035	\$0,035	1	US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13	,,	Alaska	
international	Canada	\$0.05		Hewaii	\$0.07
		ومساسات فينافي والمسافرة	Tarana and a	- AMERICAN	40,07

Calling Cards		THE AMERICAN	The second secon		
From: / Ta;	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0,524
Canada	****	\$1.170	\$0.412	\$0,362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.0 <u>0</u>
	
Non Recurring Charges	\$0.00



Date		+ -	l elecommunications Master Service Agraement	Now f
Quote wa	a gorishmind on this cints a	on the vallet for sp	iàys	Renewal /
				Mount teneter V

Switched Local Services	Monthly Unit	O4-1	
Business Line		Qty	Monthly Total
Flat Rate Usage	\$ 19.00	2	\$ 38.00
Figit Mate Osade		2	\$ 13.50
Night Control of the			10.00
			
			
Monthly Total/Switched	·		
Non Reoccurring Charges		-1	\$ 51,50
Transferring Citabes			Walved

Schedulg		Term
Switched Local Servi	008	60 Month
Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services		- 1-141XD1
Internet Services	7	

Master Terms & Conditions

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due 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 identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

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

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Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and 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

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

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

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

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

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



Schedule 2: National Switched Voice Services

36 Month Agreement __/

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The Aboess Type and Service designated will be provided in accordance with the tahiffs filed with the Federal Communications Commission and the Public Utilifes Commission of Ohio.

Outbound 1+ \$0.029 \$0.029 Outbound 47 Puerto Rico \$0.11 Inbound 8xx \$0.035 \$0.035 US Virgin Islands \$0.11 Canada 8XX \$0.13 \$0.18 Alaska \$0.51					
Quibound 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 \$0.18 Alaska \$0.51	Domestic	Intrastate	interstate	Off Shore	
Inbound 8xx \$0.035 \$0.035 US Virgin Islands \$0.11 Canada 8xx \$0.13 \$0.13 Alaska \$0.51	Outbound 1+	\$0.029	\$0.029	The same of the sa	 ED 14
Canada 8XX	inbound 8xx	\$0.035	\$0.035		
((Macket) 40.01	Canada 8XX	\$0.13	\$0,13		
International Canada \$0.05 Hewali \$0.07	International	Canada	\$0.05		

L	Calling Cards			771	3F 11	
L	From; / To:	Continental US	AK& HI	PR & USVI	Guam	N Meriana IS.
Ŀ	Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
L	AK & HI	\$0,490	\$0.625	\$0,625	\$0,487	\$0,524
L	Canada	\$0,294	\$1,170	\$0.412	\$0.362	\$0,399
L	PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0,414

Monthly Commitment	\$0.00
	44.44.45.55
Non Recurring Charges	\$0.00
No.	3222



Telecommunications Master Service Agreement New Control Oate 114 Removal Quote was gonerated on this dam and is valid for 30 days

Switched Local Services	Mo	nthly Unit	Qty	Mo	nthly Total
Centrex Standard System Features	S	43.00	1	\$	43.00
Analog Centrex Line/Measured Rate*	\$.	15,00	17	- S	255.00
DS-1 Link (for Digital Trunk)	\$	180.00	1	S	180,00
Digital Trunk DID Channels	. \$	15,00	8	: 5	90.00
DID#Group of 20		2.25	1	\$	2.25
*Measured rate billed at \$0.00 per minute				+	, , , , , , , , , , , , , , , , , , ,
Monthly Total/Switched		•	*****	- 5	570.25
Non Recouring Charges				- T	Waived

Schedule		Term
Switched Local Service	xes	38 Month
Additional Schedules	Attach	Tenn
National Services	х	36 Month
Facility Services		
Intomat Candens		

Mester Toma & Conditions

Tarm of Agreement, Customer agrees to a minimum term largith and service typo as indicated in the attacked Schadules, Which are provided by Buckeya TeleSyNtern (STS). Term begins immediately upon the service insulation (orang) data. If Customer tollowing the completion of the initial term transfillant to a Month-To-Manth agreement for any rewateness to provide service to the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Customer by

General: The survive is survived on the condition that it will be used only for sufficitized and lowful purposes. The service is differed subject to the availability of feelblides and may be limited from time to time for research beyond the control of Company, Company has the right to limit the manifer in which any portion of its telecontriuntestions network ("Network") is used to proceed the technical integrity of the Network. Customer has the right to purchase additional like products at this price specified netwin.

Governing Law, This Agrictment is governed by and subject to the laws of the State of Chia, the rules of the Public William Commission of Chia, the FQC and the smills of BTS

Note-Disclosure: All prices, terms and contribute associated with this Agreement was proprietary to Company and will not be elistipsed by Qualemer to any party outside of Quatemer's business antity.

Charges & Payment for associa, installation, and monthly recurring and Non-Recurring Charges, including application motival, state, and local takes after not be due codier than 19 days from the date on the bill. If the bill is not paid by the dun date (vaucily within 30 days of message), it then becomes past due. The Company shall present bills for Recurring changes monthly to the Quelother in advance of the month which cervics is provided.

Limitation of Liability: The Company will not be Highle for any indired, McContal, special, Consequential, extendency, or punitive damages to the Customer as a result of any Company service, adultyment, or facilities, as the sets of confessions or negligence of the Company's employees or agonis. The Company shall not be liable for any delay delay or rature of portromance or acquirent due to causer not researchly write as commit, inclusing but not limited as a set of God, first, 1000, explanion, or polytic catastrophies, any law, order, regulation, direction, detection, or request of the Linided States government of at any other government, including State and local governments having or allowed or sever the Company, and any department or agency, committed, several, corporation, or other instrumentally of any one or more of these factors, safe or local governments, or of any military suffer memorial, processing service in compliance with hardone analogs solves, insurance or required in compliance with hardone analogs solves, in summer and possibles; browned that it is not replaced with hardone analogs solves.

Termination Population (Appailation of Sarvice by the Customer;
If a Customer terminates services at the above service address proper the completion of the initial term or any automorphist return for any reason whatsoever other than service in a Cuposite small parties at the second stricts and the desired shall be compared to the image and the properties at the second stricts and the compared to pay:

A) At Non-Recurring Charges reaconably expended by Comparty to establish earlies to Customer, plus

(E) Any disconnection, safety cancellation, at termination despite research provided to Customer, plus

(E) Any disconnection, safety cancellation, at termination despite research provided to fill the parties by Company on behalf of Customer, plus

(C) The provide parting of a Retartion institute Office provided by Company to Customer, plus (C) The other provided to the provided by Company to Customer, plus (C) The other provided to the contract run to contract run run run run run

Saveressitive in the event that one or more of the provisions herein shall for any reason be hold to be illegal or imenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and anticosable; provided, however, that the agreement as revised is consistent with the parties, original transf.

Wantanty, Buckeys warrants that Services shall be perferred by a timely and professional meaner and with reasonable and and card. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESSIOR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITHESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE MERCEY EXCLUDED, company and Customer each represents and warments that it tigs full local power, right, and duthority to execute and perform this exceeded, and this this agreement is a valid and binding poligation unforced and perform the execute and perform the execute and perform the execute and binding engagement is a valid and binding engagement as a valid and bindin

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

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

Notice; The customer may chaose to have notices and bits delivered via U.S. Mail, in person, or electronically. The Customer shall designate on the Selvica Order an appropriate address to which the Compeny shall deliver all notices and other communications, except that the Customer may glas shall nation accordant to the compeny shall deliver all notices and other communications, except that the Customer may glas shall nation except that the Customer shall mail or ceiver all necessar and other communications, except that the Compeny may designate a separate address to which the Customer shall mail or ceiver all necessar and other communications, except that the Compeny may designate a separate address of each bill for service to which the Customer shall mail of hand deliver flagified on that bill. Arrangements also can be made for creat early of electrons, transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Natices and other communications of either party, and all bills mailed by the Company, and all bills mailed by the Company, and in bills mailed by the Company, and in the presument to the other party of the third business 689 following deposit of the natice, communication,

Claims: With respect to any service or facility Movided by the Company, onch party shall indomnify, and defend the other party from all cisims, actions, demages, sublities, costs. and expenses, including manages teathers by here for (A) any less, destruction, or demands to property of the indemnified Party or any filling party, or the destitute of this representatives, or invitees, and (B) infringement of any population, demands destine in including the interest and (B) infringement of any population, an invitees, and (B) infringement of any population, trade secret, or any proprietatives, or invitees, and (B) infringement of any population and secret, or any proprietatives, or invitees, and (B) infringement of any population and secret, or any proprietatives, or invitees, and (B) infringement of any population and to the extent caused by the act or omission of the indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified therein, is to provide yellos, data and vision services to Cultiomer par the left fatter and charges within MTSS granderd interval of income disclosed. Where discovery is required by appropriate legal missips, the party receiving notice shall graphed the communicate with the other party the source, thing and use of each

Force Majoure: Neither 66thy shall be lightle to the cities for eather for any follows by demands which may be suffered by the other conty, or for any follows to perform its obligations under the Agreement to the extent that such demands or follows is due to any cause beyond the first party's reasonable sentral including Wilhout limitation any set of God, thelement woman; follows or short-age of power supplies, flood, draught, lighthigh or first, strike, libble-out, trade dispute or later or statement, fighter or shortage of power supplies, flood, draught, lighthigh or first, strike, libble-out, trade dispute or later disturbance, the act or ordinators of Government, highway authorities, public telescommunications experience or other competent authority, war, military openmons, or first, delay or failure in manufacture, production or supply by third parties or the Service Equipment or any parties.

Definiting it either purry tags to perform any majories obligation within this Agreement, and such failure or violation is not caused within 30 days following research of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice from the other party.

Insolvency; if either party falls to perform any majorist consistent of which this Agreement or violation is not cured within 30 days following receipt of a default notice from the color party, then the color party shall nave the right as committee this Agreement upon written notice to the established

Masardious Substances: Customor carifles that it is not aware of the smashoe of any asbasics of Other hazardious substance (as defined by any social includes that it is not aware of the smashoe of any asbasics of Other hazardious substance (as defined by any social includes that it is not aware of the smashoe of any asbasics of other hazardious substances. hazardaya wasis ar profronmentsi lawor regulation) at any sim where Buckeys amployees or appoint endounter any such substance. Customer spreas to take all necessary steps, at its own expense, to rampure or defining the assistance and the rest title premise to once the property of the content of th optilatives has been completed and approved by the appropriate governmental agency and Buckayo. Performance obligations under this Agreement shall be extended on the delay extended by the appropriate governmental agency and Buckayo. Performance obligations under this Agreement without ruther liability. If Buckeye so terminates, Customer's shall relimburate Euckeye for expansions incurred in portroming this Agreement until termination.

Credit Approvat: This agreement is existent existence exhibitor tent of credit werthings in accordance with contablet MTSS provisions. The Company may requise an advance programs and/or deposit in accordance with MTS\$ and the provisions of its filed tenti referenced above.

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

gaandard of Sarvice: Buckeys reserves the right to modify, change, and to ar replace the Buckeys Network or the Sarvice: Squipment or any apparatus complised therein. Any such rediscing, charge, delition or replacement and be during out at Buckleys's own expenses and Buckeys shall use reasonable endeavors to ensure it does not finished delited from reduced or impair the overest performance or specially of Rovines, or require any material strengton to the Buckeys Network physical interests or protect used by the Customer in using Services.



Schedule 2: National Switched Voice Services 36 Month Agreemen. (Initial)

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

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Pu erto Rico	\$0.17
Inbound 8xx	\$0.035	\$0,035		US Virgin islands	\$0.11
Canada 8XX	\$0.13	\$0.13	:	Alaska	\$0,51
international	Canada	\$0.05	•	Hawaii	\$0.07

Calling Cards					
From; / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariena IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0,326	\$0,365
AK & HI	\$0,490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0,294	\$1.170	\$0.412	\$0,362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment		\$0.00
-		<u> </u>
Non Recurring Charges	: .	\$0.00
HOLL CHOMITTED CHOINGS		<u>. 40.00</u>



Date	Telecommunications Master Service Agreement	
Outre was admirated as the same	And and Alice Wildelingut	New 📝
Quals was generaled on this deterand is vigited to		Rapewal
		Move Trensfer

Mor	thly Unit	Qty	Mo	nthly Tota
\$	25,95	4	Ś	103,80
			+=-	105,60
			1	
		***	_	
			1	
			1	
			1 -	****
			2	103.80
			┿	Waived
	Mor S	Monthly Unit	E 75.05	S 75 05

Schedule		Term
Switched Local Servi	ces	12 Month
dditional Schedules	Attach	Term
National Services	X	12 Month
Facility Services	1	IDION 21
Internet Services		

.. /.

Term of Agreement Customer agrees to a printing tent length and socious type as indicated in the affected Schnolists, which are provided by Euckeye Toustystam (STS). Term senses or the Customer Agrees to pay any increase in direct ander third party expenses to provide so the Customer Agrees to pay any increase in direct ander third party expenses to provide sorvice to the Customer Agrees to pay any increase in direct ander third party expenses to provide sorvice to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and leader purposes. The service is offered subject to the availability of furnished and stay to be rectalled in legitly of the Network. Customer has the right to purchase additional like products of the price appointed integrity of the Network. Customer has the right to purchase additional like products of the price appointed integrity of the Network. Customer has the right to purchase additional like products of the price appointed integrity.

ining Law; This Agreement is governed by and subject to the lows of the State of Ohio, the nuise of the Public Utilities Commission of Ohio, the FCC and the terific 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 say party autible of Customer's

Charges & Payment: Payment for service, installation, and mentity recurring and Non-Recurring Charges, Including applicable fedoral, state, and local taxon shall not be due earlier than 18 days of model to the bit it not paid by the due date (usually witten 30 days of model), it then becomes past due. The Company shall present site for Recurring Charges

Limitation of Liability. The Company will not be leads for any indirect, incidental, special, consequential, ownsplany, or puritive demands to the Customer as a result of any Company against of the foliage or registrated of the Company and the for any delay or factors or requested the Company and the Company and the for any delay or factors of requested the Company and the form of the Company and the property of requested the Company and the property of the Company and the Company of th

Termination Penaltime Concetation of Service by the Gustomer,

Textrination Peralities Concretision of Service by the Customer.

If a Customer implicate services of the object nervice ordered by a completion of the initial sorts or any subsequent renewal terms for any mason whetever other than service interruption (as defined which the applicable term), or if a Customer moves to another service address that Company carnell service for a customer other than service in Nort-Security Charges responsibly expected by Company to settle the accordance of the Customer operation of the Service of Company on the Customer operation of the Customer, plus (C) 716 premise person of a Selection incentive Offer provided by Company to Customer, plus (C) 716 premise person of a Selection incentive Offer provided by Company to Customer, plus (C) 716 premise person of a Selection incentive Offer provided by Company to Customer, plus (C) 716 premise person of a Selection incentive Offer provided by Company to Customer and the Customer had the contract run to term.

(D) The full amount of mentity recurring sharges step would have been due too the Company by the Customer had she context run to farm.

Severability: In the event that one or the provisions herein shell for any reason be held to be slegal or unenforcedule, this Agreement shell be revised only to the extent should be provided. However, that the agreement so revised is consistent with the parties original release.

Warranty, Buckeye warrants that Servicus shall be performed in a timely and profressional metries and with repeated as all lard core. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUSING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPLOS) ARE HEREOF EXCLUDED. Company and Customer card, represents and warrants that these fill light powers, right, and authority to execute outs perform this agreement, and that this agreement is a valid and binding obligation enforces by spokes it in accordance with the terms of the agreement, is a valid and binding obligation enforces by spokes it in accordance with the Only was warmed that it

Maintenance: Buckeye shall be exponetite for the maintenance of the Buckeye Nativaria and Service Equipment and shall have the right to charge the Customer for its create and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye at to report demand on interruptions caused by facilities and equipment not furnished by Buckeye at to report demand on interruptions caused by facilities and equipment not furnished by Buckeye at to report demand on interruptions caused by facilities and equipment not furnished by Buckeye at to report demand on interruptions caused by facilities and equipment not furnished by Buckeye at to report demand on interruptions.

Medinants: This Agreement may only be amended in whileg and any amendment inval be agreed to and algued by both Company and Customer,

torner stay chasse to have statices and bits delivered vis U.S. Mail, in person, or electropically, The Customer stall designate on the Service Order an appropriate address. Mother: The customer may choose to have applices and bits delivered vid U.S. Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate endorses to which the Company have delivered appropriate endorses. The Customer shall delivered also the company as the company as the designate of the Service Order may also designate a separate endorse to which the Customer shall mail to relevant ell notices and enter company as the designate or appeared endorse to the customer shall mail to relevant ell notices and enter company may designate or appeared endorse in customer shall mail or hand deliver payment on that bit. Are spended sides, or a communications required to be given puryuant to the last will be in writing. Notices and other communications required to be given puryuant to the last will be in writing. Notices and other communications required to the other plant of the delivered say following degrees of the nation, communications.

Claims: With respect to any service or facety provided by the Company, each party shall indemnify, and defend the ethan party from all claims, actions, damages, liabilities, coals, and expenses, including responseble alternates from the set of the indemnification of the death of or injury was caused by or resulted from the negligent or intemited act or emission of the indemnifying Perty, to employees, agents, and the indemnification of the indemnification of the indemnification carry. Stilling from and to the content of the indemnification of the indemnification carry.

Special Provisions: (1) Buckeys TeldSystem's responsibility, other then apocified herein, is to provide votes, dela and video sources to Customar per its teriff rates and charges within MTSS standard interval of installation in accountance with possets exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Writers disclosed by appropriate logist means, the page receiving notice shall immediately communicate with the page the source. Writers disclosed by appropriate logist means, the page receiving notice shall immediately communicate with the page the source. Writers disclosed by appropriate logist means, the page receiving notice shall immediately communicate with the activity of the source.

Force Majester, Neithor party shall be fable in the other for any loss or damage which may be suffered by the other party, or for any failure to perform to obligations under the Agmement to the extent that such thangs or fasture is due to any cause buyond the party's reasonable control including without limitation any act or God, indement weather, failure or shorings of power supplies, food, drought, "ightering or fire, strike, lock-out, trade eliquite or interpretable, the sicil or or mission of dovernment, highway suffertiles, public telecommunications in an activity, wer, military operations, or fire, difficulty, delay or failure in manufacture, production or supply by third parties or the Service Equipment or any part

Default, if either party late to perform any meterial obligation within this Agreement or violating any meterial term or convotion of this Agreement, and such failure or violation is not outset within 36 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.

fractivency. If other party hats to portions any material obligation within this Agreement or Violeties any material inter or condition of this Agreement, and such feature or violeties is not within 30 days fallowing records or a default notice from the other party shall have the right to committee this Agreement, and such feature or violeties is not

Mazardous Substances: Customer captive that it is not sware of the projection of any as bestor of other hazardous substance (or defined by any sublicable state, technal, local accounter any out a substance, Customer agreed to take all newspapers of the previous under this Agreement. If suring such performance Suckeye smpsoyees or agoing accounter any out a substance, Customer agreed to take all newspapers or agoing to cruste that exposure does not obtain a substance suckeye smpsoyees or agoing to cruste that exposure does not obtain a substance and to test the previous containered he before any other containers and a september of the workers. Buckeye may support a september of which generate and the previous of the containers and the previous containers and the previous of the containers and the previous of the containers are all suckeys. Performance under this Agreement und the feterage of containers and the previous containers and the previous containers and the previous containers and the previous containers are all sufficient to a fermioners and the previous containers are contained and the previous containers and the previous containers are contained and the previous containers and the previous containers and the previous containers are contained and the previous containers and the previous containers and the previous containers and the previous containers are contained and the previous containers and the previous containers and the previous containers are

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

Facilities and Equipment: The Customer shall provide at all times cultable secure accommodation, assumence, racilities, and environmental cumulations for the installation and housing of Service Equipment, and all eccessary stocrated provide supplies and other installations and fittings and for the commissioning and providen of Service. The Customer shall accord that provided by Juckaye.

Standard of Service; Buckeys reserves the right to modify, change, add to or represent a Buckeys Network or the Service Equipment or any appendice comprised therein. Any such produces produce an impact the events are produced in the such parts and suckeys and suckeys are the events are respected and reserves to desire or operation of Services, or require any material assemble to the Buckeys Network physical interface or produced by the Customer in using



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

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

	200					
•	Domestic	Intrastate	Interstate	Off Shore		
Í	Outbound 1+		30.029	Outbound +1		
ı	inbound 8xx	\$0.035	\$0.035	T T T T T		
I	Canada exx	\$0.13	\$0.13		US Virgin Islands	\$0.11
I	International	Canada	\$0.05		Alaska	\$0.51
r					Hawaii	\$0.07

Calling Cards				· idi	anj \$0.07
From: / To:	Continental US	AK& HI	PREUSVI		
Continental US	\$0.123	\$0,423	\$0.179	Guam	N Mariana IS
AK & HI	\$0.490	\$0.625	30.625	\$0.328	\$0.365
Canada	\$0.294	\$1.170	\$0.412	\$0.487	\$0.524
PR & USVI	\$0.211	\$0.575	\$0,679	\$0.36Z \$0.377	\$0.399
da etcl.				au.3//	\$0.414

Monthly Commitment	
Nos Grand Constitution	\$0.00
Non Recurring Charges	\$0.00
	35.55



Polipsoi 🕝

· · · · · · · · · · · · · · · · · · ·	Mon	thly Unit	Qty	Monti	y Total
Switched Local Services		47.95	1	1.5	47.95
Premium Line 419.517.1110 - virtually unlimited local, LD.	- 3	25.95	' -	\$	25.95
Essential Line 419.517.1109 - virtually unlimited local.	\$	20.80		 -	
				+-	
(Set up 419.517.1110 as a virtual number forwarding to					
419,283,9820 until line is installed.)					
[Numbers are not guaranteed until installed or activated]				- 13	73.90
Monthly Total/Switched				- - -	Waived
Non Regarding Charges					

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

Term of Agreement: Customer agracs 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 agree ment for any reason begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agree ment for any reason begins immediately upon the service installation (billing) date. If Customer agrees to pay environmentally and or the customer agrees to pay environmental provided and or the customer agrees to pay environmental provided and or the customer agrees to pay environmental provided and or the customer agrees to pay environmental provided and or the customer agrees to pay environmental provided and or the customer agrees to pay environmental provided agreement agree and or the customer agrees to pay environmental provided agreement agree and or the customer agreement agreemen

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The zervice 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 parties of its telecommunical one network ("Network") is used to protect the dechnical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

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

Non-Discressure 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 traces shell not be due service than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of possipi), 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, exampler, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or prise or maisterned or the Company's employees or agents. The Company shall not be liable for any cisey or failure of porformance or equipment due to educate on active prise or the company within its control, including but not limited to; acts of God, fire, flood, explosion, or other calcaterphes; any law, or of any department or request of the United States government or of any other government, including state and local governments having or deliming fursiciation over the Company, or of any other government or agency, commission, bureau, corporation, or other instrumentality of any one or more of these factoral, state or local governments, or of any military authority preemption of existing agency, commission, bureau, corporation, or other instrumentality of any one or more of these factoral, state or local governments, or of any military authority preemption of existing agency. Commission, bureau, corporation, or other instrumentality of any one or more of these factoral, state or local governments, or of any military authority preemption of existing agency. Commission, bureau, corporation, or other instrumentality of any one or more of these factoral, state or local governments, or of any military authority preemption of existing agency.

Termination Penalties: Cancellation of Survice by the Custamer.

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

A) All Non-Requiring 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 intentive Offer provided by Company to Customer, plus

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

Soverability. In the event that one or more of the provisions having shall for any reason be held to be flegal of unenforceable, this Agreement shall be in vised only to the extent necessary to make such provision(x) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original infert.

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

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

Notice: The customer may choose to have notices and bills, dolivered via U.S. Mall, in person, or electronically. The Customer shall designate on the Servit e Order on appropriate address to which the company's bills for service shall to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the designate and other communications, except that the Customer shall mall or deliver all notices and other communications, except that the Company shall designate and other communications of customer shall mall or hand deliver payment on that bill, transparents also can be made 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, transparents address on each bill for service to which the Customer shall mall or hand deliver payment on that bill. Which are different or deliver payment on that bills the company is a separate address on each bill for service to which the Customer shall mall or hand deliver payment on that bills malled to pay bills. At notices or other communications required to be given pursuant to the tenth 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 day following of posit of the notice, communication, of either party, and all bills malled by the Company, shall be presumed to have been delivered to the other party on the third business day following of posit 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, sabilities, costs, and expenses, including reasonable attorneys focus for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the ceath of or injury to persons, to the extent this loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Farty, its employees, agains, extent its loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Farty, its employees, agains, extent its loss, or invitous; and (B) infingement of any payinght, patent, trade shorted, or any proprietary or intellectual property right of any third party, arising from and to the extent extent of the Indemnifying Party.

Special Provisions (1) Buckeys: TeleSystem's responsibility, other than specified herein, is to provide voice, date and video services to Customer's in its territ 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 at a 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 if a source, timing and use of such information.

Force Majoura Neithor party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any tailure to perform its obligations under the Agreement to the 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, in dement weather, failure or shortage to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, in dement weather, failure or shortage or power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway as whether experience or party of the Service Equipment or any part operations or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part of the parties.

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 dured within 90 days following receipt of a detault notice from the other party, then the other party shall have the right to terminate this Agreement upon within notice from the other party.

Insolvency, if nither party talks 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 u an written notice to the defaulting

Hazardous Substances Customer certifies that it is not aware of the presence of any expestos or other hazardous substance (as defined by any explicable state, federal, local Hazardous Substances Customer certifies that it is not aware of the presence of any expector or other hazardous substance (as defined by any explicable 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 and to test the premise encounter any such substance. Customer agrees to take all necessary steps, at its own expenses, to remove or contain the exbestos or other hazardou. Is substance and to test the premise of the production of the workers. Buckeye may suspend performance under this Agreement until the removal or onsure that exposure from does not exceed the toward exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement shall be extended for the delay containment that been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement without further liability. If caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminates this Agreement without further liability. If caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to 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 filled tariff referenced above.

Faculties and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, (activities, and environmental contitions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and tittings 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 Equipment are installed at the Sites and in as provision are effected at the Customer's sole cost before Service Equipment are installed at the Sites and in as provision are effected at the Customer's sole cost before Service Equipment are installed at the Sites and in as provision are effected at the Customer's sole cost before Service Equipment are installed at the Sites and in as provision are effected at the Customer's sole cost before Service Equipment are installed at the Sites and in as provision are effected at the Customer's sole cost before Service Equipment are installed at the Sites and in as provision are effected at the Customer's sole cost before Service Equipment are installed at the Sites and in as provision are effected at the Customer's sole cost before Service Equipment are installed at the Sites and in as provision are effected at the Customer's sole cost before Service Equipment are installed at the Sites and in as provision are effected at the Customer's sole cost before Service Equipment are installed at the Sites and in as provision are effected at the Customer's sole cost before Service Equipment are installed at the Sites and in as provision are effected at the Sites and Installed at the Sites

Standard of Service Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any sop matter to does not materially detract from, modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use resconable endeavers to an area 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 the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using



Schedule 2: National Switched Voice Services

12 Month Agreement _ _ , (initial)

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

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

Calling Cards					
	Continental US	AK& HI	PR & USVI	Guam	Mariana IS.
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
AK & HI		\$0.625	\$0.625	\$0.487	\$0.524
Canada		\$1,170	\$0,412	\$0.362	\$0.399
PR & USVI		\$0,575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0,00</u>
Non Recurring Charges	<u>\$0.00</u>



	Telecommunications Master Service Agreement	New / Ronewal
Date		Move/Transfer
Quate was generated on this date and is valid for 3	30 days	
Customer		
Svc Address		
Floor		
City/State		
Zlp		

Customer Co Contact Tel #

AE: BB/cr

	Monthly Unit		Qty_	Monthly Tota	
Switched Local Services	\$	26.95	1	Ţ <u></u>	26.95
Essential Line				-	
419.517.1115				┪—	
Temporrily set up as virtual number to 419,205,0936 until	+-				
ine is physically installed.)					
[Number not guarenteed until installed or activated.]					26.95
Monthly Total/Switched				_ \$ _	Waivec
Non Reoccurring Charges					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Schedule Switched Local Services	3	Term 12 Month
Additional Schedules	Attach	Term
National Services	X	12 Month
Facility Services		
· · · · · · · · · · · · · · · · · · ·		

W. Cock J.

Marter Terms & Conditions

Torm of Agraement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Bucks vs TeleSystem (BTS). Term begins immediately upon the service installation (billing) date, if Customer following the complation of the initial term transitions to a Month-To-Month ag 'earnest for any reason whatsprover the Customer agrees to pay any increase in direct and/or third party 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 affered subject to the svali ability of facilities and may be limited from time to lime for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommuni sations 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 Stato of Ohio, the rules of the Public Utilities Commission of Ohio, the FC 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 lost I 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 50 days of receipt), it then becomes past due. The Company shall pre-sent bills for Recurring charges monthly to the Cualomer in advance of the month which service is provided.

Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, examplary, or punitive damages to the Custo ner as a result of any Company Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or puritive damages in the Custo ner as a result of any Company or service, equipment, or facilities, or the acts or emissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance 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 department or or request of the United States government or of any department or or request of the United States government, corporation, or other instrumentably of any one or more of these federal, state or local governments, or of any military au hority; preemption of existing agency, commission, bureau, corporation, or other instrumentably of any one or more of these federal, state or local governments, or of any military au hority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Panalities 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 randwall terms for any reason whatsoever other than service interruption (as defined within the application tariff), or if a Customer moves to another service address that Company cannot service the Customer agries to pay; interruption (as defined within the application tariff), or if a Customer moves to another service to customer, plus

A) All Non-Recurring Charges reasonably expended by Company to ostablish 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 Retantion incantive Offer provided by Company to Customer, plus

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

Soverability. 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 ir and

Warranty, Buckeys warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED "O ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer as it represents and warrants that it has tull tegal 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.

Maintanance Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge it a Customer for its costs and expanses to identify or correct any failure caused by facilities and equipment and furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's oquipment.

ints This Agreement may only be amended in writing and siny amendment must be agreed to and signed by both Company and Customer

Notice: The customer may choose to have notices and bits delivered via U.S. Mail, in person, or electronically. The Gustomer shall dealgnate on the Sen ice Order an appropriate address to which the Company shall deliver all notices and other communications, oxcept that the Customer may also designate a separate address to which the company shall deliver all notices and other communications, oxcept that the Customer may also designate a separate address to which the Customer shall mail or deliver all I offices and other communications, be mailed or delivered electronically. The Company shall designate a separate address on each bill for service Order an address to which the Customer shall mail or hand deliver payment on that bill. Amangements 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. Amangements also can be made except that the Customer and deliver payment on that bill. Amangements also can be made except that the Customer and deliver payment of that it is under communications. except that and company may usual made a countries of harden or service to which the countries of the countr

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actic hat, damages, liabilities, coats, and exponses, including reasonable alternays' 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 invitates; and (B) infringement of any depyright, patent, trade secret, or any proprietary or intellectual property right of any third party, aftering from and to the extent caused by the act or omission of the indemnifying party

Special Provisions (1) Buckeye Tele\$ystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer; or its terriff 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 disclosure. Where disclosure is required by appropriate legal mount, the party receiving notice shall immediately communicate with the other party the source, timing and use of such

Force Majoura 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 values beyond the first party's reasonable control including without limitation any act of God, incloment weather, slitter or shadage or party as the state of power supplies, flood, drought, lighthing or fire, strike, lock-out, trade dispute or labor disturbance, the act or ornisation of Government, highway at the first perfect the special or or other competent authority, wer, milliary operations, or not, difficulty, delay or failure in manufacture, production or supply by third partie; of the Service Equipment or any part thereof.

Default: If either party fails to perform any material abligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not 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 wilton notice to the defaulting party.

Inspirency. 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, thun 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 siplicable state, federal, tocal hazardous waste or environmental law or regulation) at any site where Buckeye is to perform reproduced under this Agreement. If during such perform reproduce an appropriate and to test the premise encounter any such substance. Customer agrees to take all necessary steps, at its own expense, to remove or contain the substance or other hazardous substance and to test the premise to the save the substance of the containment and to test the production of the workers. Buckeye may suspend performance under this Agreement until the removal containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agree ment shall be extended for the delay containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agree ment 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 Agree ment without further liability. If accepted by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agree ment without further liability. If

Credit Approval: This agreement is subject to customar establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance Creat Approvation in septement is subject to obsorber establishment of detriventioness in secondaria payment and/or deposit in accordance with MTSS and the provisions of its filed bafif referenced above.

Facilities and Equipment: The Customor shall provide at all times suitable secure accommodation, sesistance, 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 propergition 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 apperatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeyo shall use reasonable endeavors to ensure it does not materially detract from modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye Natwork physical interface or protocol used by the Customer in using receiver.

Contract Contract



Schedule 2: National Switched Voice Services 12 Month Agreement ______ (Initial)

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

		Off Shore	Interstate	Intrastate	Domestic
	Puerto Rico	Outbound +1	\$0.029	\$0,029	Outbound 1+
\$0.11	US Virgin Islands		\$0.035	\$0.035	
\$0.51	Alaska		\$0.13		Inbound 8xx
\$0.07	Hawaii		\$0.05	\$0.13	Canada 8XX
			φυ.υυ	Canada	International

Calling Cards			mm 0 1161//	Guam	N Mariana IS.
From: / To:	Continental US	AK& HI	PR & USVI		
Continental US		\$0.423	\$0.179	\$0.328	<u>\$0.365</u>
		\$0,625	\$0.625	\$0,487	\$0.524
<u>AK & HI</u>				\$0,362	\$0.399
Canada	\$0.294	\$1.170	\$0.412		
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>



		Telecommunications Master Service Agreement	New
Date			Renewal 🗸
	• •	•	Move/Transfer

Switched Local Services	Mor	Monthly Unit		Monthly Total	
Essential Line	\$	26.95	5	\$	134.75
Monthly Total/Switched				\$	134.75
Non Reoccurring Charges				Ť	Waived

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

Master Terms & Conditions

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

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

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

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

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

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

Termination Penalties: Cancellation of Service by the Customer:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 Month Agreement _____ (initial)

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

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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
	- III	\$0.05		Hawaii	\$0.07
[nternational]	Canada	ው ሀ. ህ			

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Calling Cards				· · · · · · · · · · · · · · · · · · ·	
From: / To:	Continental US	AK& HI	PR & USVI	<u>Guam_</u>	N Mariana IS.
Continental US	- THE .	\$0,423	\$0.179 ·	\$0.328	\$0.365
AK & HI	\$0.490	. \$0.625	\$0.625	\$0.487	\$0.524
		\$1,170	50.412	\$0.362	\$0,389
Canada PR & USVI		\$0.575	\$0.679	\$0,377	\$0.414

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Monthly Commitment	;	:	-		<u>\$0.00</u>
Non Recurring Charges	:				<u>\$0,00</u>

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in

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

Summary: Application Buckeye Telecommunications Application Form and 17 Contracts electronically filed by Stephen M Howard on behalf of Buckeye Telesystem, Inc.