

Confidential Release

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12/1/1992

Today's Date:

July 31, 2009

Interactive video project agreement

Exh. 121A

Addendum to

December 1, 1992

Interactive Video Project Agreement

This addendum (the "Addendum") is made and entered into as of June 2, 1994 by and between The Ohio Bell Telephone Company ("Ohio Bell") and the following school districts: Columbiana County Board of Education, Lisbon, Ohio; Beaver Local Public Schools, Lisbon, Ohio; Lisbon Public Schools, Lisbon, Ohio; East Liverpool Public Schools, East Liverpool, Ohio; Salem City Public Schools, Salem, Ohio; Columbiana County Career Center, Lisbon, Ohio ("Schools").

Whereas, Ohio Bell and Schools entered into an "Interactive Video Project Agreement" ("Agreement") to provide Interactive Video Service ("IA Video Service") at multiple locations on December 1, 1992; and

Whereas, Schools and Ohio Bell also entered into an Addendum on July 9, 1993 ("July 9, 1993 Addendum") to provide additional IA Video Service for Southern Local High School, Salinesville, Ohio; and

Whereas, Schools and Ohio Bell now desire to further amend the Agreement to provide additional IA Video Service for McDonald Local High School, McDonald, Ohio ("Customer");

Now, therefore, in consideration of the representations of the parties and the mutual promises and covenants herein contained, Ohio Bell, Schools, and Customer agree as follows:

1. Service: Attachment A of the December 1, 1992 Agreement is amended so that Ohio Bell will provide additional IA Video Service as set forth in Attachment A-1 attached hereto. This additional IA Video Service will be provided to the locations and within the timeframe set forth in Attachment B-1 attached hereto.

2. Rates: The Customer will pay the following rates for the Service:

- (a) A nonrecurring charge of Twenty Thousand Dollars (\$20,000.00) for the establishment of the service as described in Attachment A-1 of this Addendum. This nonrecurring charge will be due after this IA Video Service is operational and will be paid by each of the Customers within thirty (30) days of receipt of an Ohio Bell statement.
- (b) A monthly rate of One Thousand Nine Hundred Forty-Three Dollars (\$1,943.00) for the lease of the Central Office equipment, fiber, and the analog transmission of this additional IA Video Service. This monthly rate will be due after this additional IA Video Service is operational and shall be paid by each of the Customers within thirty (30) days of receipt of an Ohio Bell statement.

3. Term of Addendum: The term of this Addendum is the same as that set forth in the December 1, 1992 Agreement.

4. Termination Liability: This Addendum may be terminated by the Customer, at anytime, by giving Ohio Bell at least thirty (30) days prior written notice. If the Customer terminates the Addendum prior to the additional IA Video Service becoming operational, or defers its order for service, Customer hereby agrees to pay Ohio Bell for its engineering, labor, material and equipment costs incurred by Ohio Bell up to its receipt of prior written notice of termination.

If the Customer terminates this Addendum for other than cause after the additional IA Video Service has become operational but prior to the expiration of the term of the December 1, 1992 Agreement, Customers hereby agree to pay Ohio Bell the present value of the remaining monthly rates specified in Paragraph 2 of this Addendum, calculated from the date of termination.

5. PUCO Approval and Jurisdiction: All parties recognize that the Addendum may be subject to review and approval by the PUCO. If, in the opinion of Ohio Bell, such approval is required, then Ohio Bell will submit the Addendum to the PUCO after it has been executed by all parties. If the PUCO requires changes in the Addendum as a condition of approval, then the parties will meet, negotiate and, if agreement is reached, make the required changes by written agreement. If any of the parties determines that such changes are not consistent with its interests, it may terminate the Addendum. If the PUCO does not approve the Addendum as submitted or amended, then the Addendum automatically terminates. In either event, no party will be subject to any termination or other liability.

6. Notices and Demands: All communications and notices required or permitted under this Addendum shall be made by and deemed given when delivered or deposited in the U.S. Mail postage prepaid and addressed as follows:

If intended for The Ohio Bell Telephone Company:

Mr. Roman Kwit
Manager
45 Erieview Plaza-Room 446
Cleveland, Ohio 44114

If intended for Columbiana County Board of Education:

Mr. Paul Hood
Superintendent
Columbiana County Board of Education
28720 Saltwell Road
Lisbon, Ohio 44432

If intended for McDonald Local High School:

Superintendent
McDonald Local High School
600 Iowa Avenue
McDonald, Ohio 44437

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7. Entire Addendum: This Addendum, the July 9, 1993 Addendum, and the Agreement constitute the entire understanding of the parties and supersedes all prior oral or written agreements. All other terms and conditions of the December 1, 1992 Agreement remain unchanged and in full force and effect.

In witness whereof, Ohio Bell, Schools, and Customer have caused this Addendum to be duly executed in their respective names, effective as of the date first above written.

**Columbiana County
Board of Education**

By: Paula A. Hood

Title: County Supt.

Date: 5/16/94

Date: _____

McDonald Local High School

By: Matthew Chynowski

Title: Supt

Date: 5/17/94

Date: _____

The Ohio Bell Telephone Company

By: William C. Ramm

Title: Sales Manager

Date: June 2, 1994

ATTACHMENT A-1

SERVICE DESCRIPTION

Ohio Bell will provide interactive video capability to Customer. The location and timeframe are set forth in Attachment B-1.

Ohio Bell will utilize fiber optic cable facilities (consisting of two fiber optic strands) and equipment to the location listed on Attachment B-1. CATEL equipment will be used to combine and transport the video and audio signals over the fiber optic facilities. Customer will provide the necessary video equipment, cameras, monitors, microphones, etc.

ATTACHMENT B-1

SERVICE LOCATION

McDonald Local High School at 600 Iowa Avenue, McDonald, Ohio, in the NISOH6565E Central Office Exchange Area.

TIMEFRAME

Customer Service Date will be September 1, 1994 to July 31, 1995. This additional IA Video Service will be provided coterminously with the December 1, 1992 Agreement.