

150 East Gay Street
Room: 4A
Columbus, OH 43215-3111



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NEW CASE

May 6, 2002

Ms. Daisy Crockron, Chief
Docketing Division
The Public Utilities Commission of Ohio
180 E. Broad St.
10th Floor
Columbus, OH 43215

RECEIVED-DOCKETING DIV
2002 MAY -6 PM 1:00
PUCO

RE: SBC Ameritech Ohio DS1/ISDN Prime Service Agreement

Case No. 02-1076-TP-AEC

Dear Ms. Crockron:

Attached for filing is a redacted version of a contract for Ameritech DS1/ISDN Prime Service.

The supporting cost information is being provided to the Staff on a proprietary basis.

Please contact me at (614) 223-7950 if you should have any questions.

Sincerely,

Robert J. Wentz
Manager- Dockets & Issues

Attachment

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician UDH Date Processed 5-6-02

**ISP PRIME TIME SPECIAL
AMERITECH® DS1 SERVICE and ISDN PRIME SERVICE AGREEMENT**

This Agreement is entered into as of _____ (the "Effective Date")
between Ameritech Business Communications Services, a division of SBC Global Services, Inc.,
on behalf of Ameritech* and _____ with offices
at _____ ("Customer").

In consideration of the covenants and undertakings herein, the parties agree as follows:

1. **Description of Service** - In accordance with the terms and conditions herein, Ameritech shall provide Ameritech DS1 Service equipped with Ameritech ISDN Prime Service (collectively the "Service") to Customer between the locations designated on page 4. If Customer obtains the Service utilizing the Service Portability option, Customer's telephone number is ported to an ISDN capable switch in order to provide the Service without a telephone number change. Special Assembly/Special Authority charges will be applicable to subsequent porting of the number back to Customer's serving central office.
2. **Term** - The term for providing the Service corresponds to the term payment plan (TPP) selected by Customer on page 4. Upon completion of the TPP term, Customer may continue receiving the Service at the then-current rates under any available payment plan. If Customer does not select a new payment plan and does not request discontinuance of the Service prior to expiration of the term, the month-to-month tariff rates in effect at such time will automatically apply.
3. **Rates** - Customer shall pay the Nonrecurring Charge and/or Monthly Charge shown on page 4, which shall not be subject to increases during the length of the TPP selected. The Service is provided at no charge for the first 3 months subject to the early termination provisions in paragraph 7. In addition to the charges for the Service specified on page 4, Customer will be responsible for certain other charges that apply such as local usage, End User Common Line Charge (EUCL), and taxes.
4. **Applicable Tariff Regulations** - Except as specifically set forth herein, the terms and conditions under which the Service is provided are controlled by applicable tariff or catalog filed with the public utility commission in the state in which the Service is provided. Ameritech's obligation to provide the Service under this Agreement is expressly contingent upon and subject to filing and approval by the applicable public utility commission. If approval is required and not obtained, then this Agreement will immediately terminate and Customer shall receive a refund of any non-recurring charge paid.

As to The Ohio Bell Telephone Company, approval of this Agreement by any applicable regulatory agency does not constitute a determination that the terms and provisions for termination, or any resulting termination liability, of the Agreement should be upheld in a court of law. Approval of any applicable regulatory agency of the termination liability

* As used herein, Ameritech means Illinois Bell Telephone Company in Illinois; Indiana Bell Telephone Company, Incorporated in Indiana; Michigan Bell Telephone Company in Michigan; The Ohio Bell Telephone Company in Ohio; and Wisconsin Bell Inc. in Wisconsin.

language is not intended to indicate that the applicable regulatory agency has approved any terms or provisions contained therein. Signatories of this Agreement are free to pursue whatever legal remedies they may have, should a dispute of this nature arise.

5. **Installation and Cutover** - Consistent with the availability of certain equipment and facilities on Ameritech's side of the NETPOP, Ameritech shall develop and advise Customer of the installation and cutover schedule. Cutover shall be deemed to have occurred when the Service is substantially provided to Customer. If Ameritech's performance is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure condition, Ameritech shall have the right to extend cutover for a reasonable period of time, at least equal to the period of such delay. If Customer cancels this Agreement before the Service is established, Customer shall reimburse Ameritech for all expenses incurred in processing the order and in installing the required equipment and facilities.
6. **Service and Maintenance Obligations** - Ameritech represents to Customer that the Service will operate materially in accordance the service description set forth in the applicable tariff or catalog. If, under normal and proper use, the Service fails to perform substantially as specified above, and Customer notifies Ameritech within the term, Ameritech shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service problems seven (7) days per week and twenty-four (24) hours per day. Ameritech's repair obligation does not include damage, defects, malfunctions service degradations or failures caused by Customer's or a third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides Ameritech with access on its side of the NETPOP so as to enable Ameritech to perform maintenance or repair work. In the event of an interruption in the Service, a credit allowance shall be made for the affected portion of the Service to the extent specified in the applicable tariff or catalog.

THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AMERITECH, FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICE SHALL BE THE OBLIGATIONS OF AMERITECH AS SET FORTH IN THIS AGREEMENT.

7. **Termination for Convenience** If Customer terminates the Service prior to expiration of the term, Customer shall be liable to Ameritech (1) for the difference between the Monthly Charge specified on page 4 and the Month-to-Month tariff rate in effect at the time of termination, multiplied by the number of months that the Service was provided, (2) three (3) free months of service calculated at the Month-to-Month tariff rate in effect at the time of termination, and (3) for the Nonrecurring Charge waived at installation. Termination charges shall become due in full immediately upon such termination.
8. **Limitation of Damages** - The liability of Ameritech for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnished the Service, and not caused by the negligence of Customer, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the

period of Service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to Ameritech.

9. **Assignment** - Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of Ameritech which shall not be unreasonably withheld or delayed.
10. **Taxes and Additional Charges** - Customer shall remit to Ameritech all applicable federal, state and local taxes and all applicable municipal and state charges which arise under this Agreement unless and to the degree Customer furnishes evidence of exemption from any or all such taxes and charges.
11. **Notices** — Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally or sent by express delivery service, certified mail, postage prepaid. Notices to Customer shall be sent to the address set forth on the front page and notices to Ameritech shall be sent to Contract Information Management at the address set forth on the last page. Notices shall be deemed given as of the date of receipt, the next business day when sent via express delivery service or three (3) days after mailing in the case of U.S. mail.
12. **Publicity** - Neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.
13. **Severability** - If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
14. **Waiver** - Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.
15. **Entire Agreement** - This Agreement and the applicable tariff or catalog are the complete agreement between the parties and supersede any discussions, representation or proposals, written or oral, concerning the Service. This Agreement may not be modified except by a writing signed by both parties.

APR 26 2002

Contract Information Management

20020429-0210

ISP Prime Time Special
Ameritech DSI and ISDN Prime Service Agreement

Order Type	<input checked="" type="checkbox"/> New Install	<input type="checkbox"/> Winback	Requested Installation Date	_____
Term Payment Plan	<input type="checkbox"/> 36 months	<input checked="" type="checkbox"/> 60 months	<input type="checkbox"/> 84 months	
Quantity ISDN Prime Circuits	1	@ 330.00	=	330.00
Quantity LDCs	1	@ 90.00	=	90.00
Quantity CMTs	2	@ 42.00	=	84.00
Quantity CM	6	@ 12.00	=	72.00
Total Monthly Charge			\$	576.00
Total NonRecurring Service Charge			\$	1500.00
				<input checked="" type="checkbox"/> Waived
Circuit Location Addresses _____				

Your signature acknowledges that you understand and accept the terms and conditions for Ameritech ISDN Prime Service and that you are authorized to make the commitments under this Order.

FOR CUSTOMER	AMERITECH
<u>[Signature]</u> Authorized Customer Signature	<u>[Signature]</u> Authorized Ameritech Representative
<u>[Name]</u> Print Name and Title	<u>[Name]</u> Print Name and Title
<u>4-15-02</u> Date	<u>4/29/02</u> Date
<u>[Company]</u> Company Name	
<u>[Address]</u> Billing Address	
<u>[City, State, Zip]</u> City, State, and Zip Code	
<u>_____</u> Existing Billing Account Number (if applicable)	

Sales Information:	Order Information:
Channel: <u>DATA-TEL COMMUNICATIONS</u>	Order Center: <input checked="" type="checkbox"/> AIPC <input type="checkbox"/> ABSC
Name: <u>[Redacted]</u>	Center Location: _____
Phone: <u>[Redacted]</u>	Promotion Code: <u>PTS</u>
Fax: <u>[Redacted]</u>	
Sales Code: <u>[Redacted]</u>	