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Ameritech

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DOCKETING DIVISION
Public Utilities Commission of Ohio

December 30, 1996

Daisy Crockron, Chief
Docketing Division
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793

Re: Ameritech Ohio / BASF Corporation

Case No. 96-1416-TP-AEC

Dear Ms. Crockron:

Submitted for filing is a redacted version of a a contract for Ameritech ValueLink Plus Service between Ameritech Ohio and BASF Corporation.

Pursuant to Section 4901-1-24(D) of the Commission's Rules, three copies of the un-redacted version of the contract have been filed under seal. Accompanying this filing is the Motion and Memorandum in Support for Protective Order. The supporting cost information is being provided to the Staff on a proprietary basis.

Please contact me if you should have any questions.

Sincerely,

Judith E. Matz
Judith E. Matz

Attachment

This is to certify that the ~~copy~~ appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician *James Schuffler* Date Processed *12.31.96*

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**AGREEMENT FOR
DISCOUNT OUTBOUND TOLL SERVICE
DISCOUNT LOCAL ACCESS**

This Agreement is entered into this 31st day of DEC., 1996 subject to acceptance of tariff filings with the appropriate Public Utility Commission(s) (the "Effective Date") between Enhanced Business Services, a division of Ameritech Information Systems, Inc., with its principal place of business located at 225 West Randolph Street, Chicago, Illinois 60606-1824, on behalf of Ameritech Michigan, a Michigan Corporation with offices at 444 Michigan Avenue, Detroit, Michigan 48226 (hereinafter "Ameritech"), and BASF Corporation, 3000 Continental Drive North, Mt. Olive, New Jersey 07828 (hereinafter "Customer").

I. Rates - Where Rates are indicated, Ameritech agrees to provide Ameritech intraLATA Discount Outbound Toll Service; intraLATA Discount Inbound Toll-Free Service; Discount Local Access; and Band "B" and "C" usage in Illinois ("Service") and customer agrees to pay the following rates and conditions.

State	Location Type	Outbound Toll Rate Per Minute	Inbound Toll-Free Rate Per Minute	Local Access Rate
Illinois	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Indiana	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Michigan	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Ohio	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Wisconsin	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The Service rates [where so indicated] apply to Ameritech Outbound Toll usage (Ameritech Calling Card and direct dialed, station-to-station, intrastate, intraLATA toll usage, Michigan zone usage is included); Ameritech Inbound Toll-Free usage (intrastate, intraLATA toll-free usage); Discount Local Access in Michigan; and Band "B" and "C" usage in Illinois. The rates included in this contract will not be subject to Ameritech initiated rate changes for the duration of the contract period.

II. Minimum Annual Usage Commitment - A Minimum Annual Usage Commitment ("MAUC") is in effect for each Service category. In the event Customer's actual usage in any year is less than one or more MAUC's, Customer will be billed a lump sum amount equal to the difference between its actual usage and its associated MAUC, subject however to Article II A and B following. Customer's aggregate annual usage will be calculated by Ameritech on the twelve (12) month anniversary date of this Agreement and each subsequent twelve (12) month anniversary date thereafter.

The MAUC for Discounted Outbound Toll Service is: [REDACTED]

The MAUC for Band "B" and "C" Service is: [REDACTED]

The MAUC for Discounted Local Access Service is: [REDACTED]

A. In the event Customer is unable to fulfill its obligations for any or all MAUC commitment levels due to business downturn and not due to transfer of any part of the Service to another provider, Customer and Ameritech shall negotiate changes to Customer's MAUC(s) to a then appropriate level. The parties shall continue performance as set forth in this Agreement and shall negotiate a commercially reasonable revision to Customer's MAUC(s), up to and including an adjusted Rate Per Minute of use pursuant to Article I, that Customer is capable of meeting for the balance of the Contract Service Period. This provision is available to Customer at any time after the expiration of the first twelve (12) months of the Contract Service Period, but only once during the Contract Service Period.

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This service is provided by Ameritech Operating Companies and may be subject to regulatory jurisdiction and approval by the Illinois Commerce Commission, Indiana Utilities Regulatory Commission, The Michigan Public Service Commission and Public Utilities Commission of Ohio and the Public Service Commission of Wisconsin.

B. For purposes of this Agreement, the term "business downturn" is hereby defined to mean:

- I. A condition that affects Customer's ability to meet the MAUC set forth in Article II, such as
 - a) an unplanned reduction in Customer's business revenues due to causes, such as divestiture of a major business unit or,
 - b) conditions affecting Customer's lines of business that substantially alter the scale or scope of Customer's business.

III. **Term** - For purposes of this subsection, Article III A.) following applies to Agreements that do not include "Discounted Local Access Service" as a selected Service category. Article III B applies in all other cases.

A.) The term of this Agreement is [REDACTED] commencing on the date Service is installed. Upon expiration of the term, the rates for the Service shall revert to Ameritech published rates then in effect unless the Customer with Ameritech enter into another Agreement at least 30 days prior to term expiration date.

B.) The term of this Agreement ("the Term") is [REDACTED], commencing ninety (90) days after the effective date of Ameritech's proposed Optional Calling Plan Tariff and/or ninety (90) days after the Service is installed, whichever is later. Upon expiration of the Term, the rates for the Service shall revert to Ameritech published rates then in effect unless the Customer with Ameritech enter into another Agreement at least 30 days prior to Term expiration date.

IV. **Location Attachments** - This Agreement applies to the Service ordered under this Agreement at the locations identified on the Attachment(s) incorporated by reference herein. Each attachment must be dated and signed by Customer and Ameritech to be valid. Attachment(s) may be modified, by the parties, during the term of this Agreement for the purpose of adding, changing, or removing locations under this Agreement.

V. **Termination with Liability** - Upon thirty days written notice and payment of a lump sum amount equal to the MAUC divided by twelve, times the number of months remaining in the Contract Service Period or any extension period, Customer may discontinue the Plan/Service.

VI. **Termination without Liability** - Customer may discontinue the Plan/Service without liability, provided the customer replaces this Plan/Service with other Ameritech Outbound Toll plans/service with a usage commitment and term length which are equal to or greater than the usage commitment and term length remaining on this Plan/Service.

VII. **Other Terms and Conditions** - The terms of this agreement may not be combined with any other program or promotions unless specifically agreed to by Ameritech.

The liability, if any, of Ameritech, its affiliates, successors, employees, agents or assigns for damage to Customer or to any third party whether in contract, tort, otherwise, for any mistake, omission, interruptions, performance or non-performance of the Service covered by this Agreement is limited to an amount equal to a pro rata share of the MAUC during the period of the event giving rise to such damages.

VIII. **Non-Disclosure** - During the term of this Agreement and for three years after its termination or expiration, the parties agree to maintain the confidentiality of any pricing information, contract terms and conditions, or to other information marked as confidential. The obligations under this Article VIII shall not apply to any information which the recipient can demonstrate: i) is or becomes available to the public through no breach of this Agreement; ii) was previously known by the recipient without any obligation to hold it in confidence; iii) is approved for release by written authorization of the disclosing party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; iv) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or v) is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for

Location Attachments