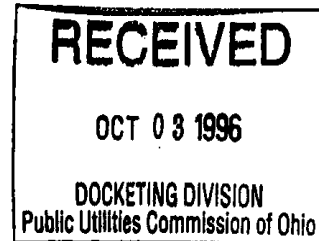


File
Ameritech

150 East Gay Street
Room 19-M
Columbus, OH 43215-3111



October 3, 1996

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

Re: Ameritech Ohio / Netwalk

Case No. 96-1039-TP-AEC

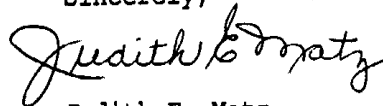
Dear Ms. Crockron:

Submitted for filing is a redacted version of a contract for Ameritech ISDN Prime Service between Ameritech Ohio and Netwalk.

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

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 *Ann M. Ryan* Date Processed *Oct 4, 1996*



Ameritech Original

**AGREEMENT FOR
AMERITECH ISDN PRIME SERVICE
BETWEEN
NETWALK
AND
AMERITECH**

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**AGREEMENT FOR
AMERITECH ISDN PRIME SERVICE
BETWEEN
NETWALK
AND
AMERITECH**

This Agreement for Service ("Agreement") is entered into this 25th day of September, 1996 by and between Ameritech, with offices at 45 Erieview Plaza, Cleveland, Ohio 44114 ("Ameritech") and Netwalk, with offices at 274 Marconi Blvd., Suite 220, Columbus, Ohio 43215 ("Customer"). As used herein, Ameritech means The Ohio Bell Telephone Company, an Ohio Corporation.

WHEREAS, Customer desires Ameritech to provide the service described in Exhibit A (the "Service"), attached hereto and incorporated herein, which shall include the provision of Ameritech Integrated Services Digital Network ("ISDN") Prime; and

WHEREAS, Ameritech desires to provide and the Customer desires to pay for the Service.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties agree as follows:

1. Description and Location of Service. Ameritech will provide and Customer will pay for the Service at the locations described in and as configured in Exhibit A (attached hereto and incorporated herein).

2. Term. The term of this Agreement will begin upon execution of the Agreement and will terminate [REDACTED] after the Service is operational. EXCEPT THAT IF APPROVAL OF THIS AGREEMENT IS REQUIRED BY THE PUBLIC UTILITIES COMMISSION OF OHIO ("PUCO") THEN SERVICE WILL NOT BE PROVIDED UNTIL THE AGREEMENT IS APPROVED.

3. Notice. Any required written notice shall be sent as follows:

To Ameritech:

Contract Manager
Ameritech
45 Erieview Plaza, Rm: 1360
Cleveland, Ohio 44114

To Customer:

Todd Price
Vice President
Netwalk
274 Marconi Blvd., Suite 220
Columbus, Ohio 43215

4. Rates. The Customer will pay the rates and charges for the Service as set forth in Exhibit B of the Agreement.

5. Termination. This Agreement may be terminated by Customer, at anytime, by giving Ameritech at least thirty (30) days prior written notice. If Customer terminates the Agreement, as provided herein, prior to the Service becoming operational, or defers its order for Service, Customer hereby agrees to pay Ameritech for its engineering, labor, material and equipment costs incurred by Ameritech up to its receipt of prior written notice of termination.

If Customer terminates this Agreement, in whole or in part, for any reason other than cause after the Service has become operational but prior to the expiration of the term of this Agreement, Customer hereby agrees to pay Ameritech the nonrecurring charge for each Ameritech ISDN Prime that is being terminated, as set forth in Exhibit B, as well as the net present value of the remaining monthly rates as set forth in Exhibit B, for the portion of the Service that is being terminated, calculated from the date of termination.

6. Cutover of Service. Cutover of Service shall occur when the Service becomes Operational and Customer will commence paying the rates and charges specified in Paragraph 4., above.

7. Maintenance. Maintenance is to be performed by Ameritech in accordance with Ameritech's Tariff.

8. Future Growth. Ameritech's obligations are expressly limited to providing the Service as described herein. Any additional services, facilities or locations desired by Customer will be provided only upon agreement of Ameritech and under terms, conditions and charges covered by tariff or under a separate agreement mutually agreed to by the parties.

9. Regulatory Approval. Approval of this Agreement by any applicable regulatory agency (e.g., PUCO), if any approval is determined by Ameritech to be necessary, will be obtained by Ameritech. If approval is required and not obtained, then

this Agreement will immediately terminate and Customer shall receive a refund of any nonrecurring charge paid.

Approval of this Agreement by the PUCO 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. PUCO approval of the termination liability language is not intended to indicate that the PUCO 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.

10. Warranties. Ameritech makes no representations or warranties, express or implied, concerning the quality of any service, including transmission, the provision of which requires the use of equipment or facilities privately owned or leased by Customer and over which Customer retains control.

11. Indemnification. Customer shall indemnify and hold harmless Ameritech, its agents, servants and employees against all loss, damage and expense (including costs and reasonable attorney's fees) which it may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work or the provision of work under this Agreement by the Customer or its employees, agents or subcontractors, to the extent such loss or damage is due to or arising in any manner from a willful or negligent act or omission of the Customer or its employees, agents or subcontractors or any employee of any of them.

Ameritech shall indemnify and hold harmless Customer or its employees, agents or subcontractors against all loss, damage and expense (including costs and reasonable attorney's fees) which it may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work or the provision of work under this Agreement by Ameritech, its agents, servants and employees, to the extent such loss or damage is due to or arising in any manner from a willful or negligent act or omission of Ameritech, its agents, servants and employees or any employee of any of them.

The parties' obligation to indemnify shall survive the expiration or termination of this Agreement.

12. Limitation of Liability. NO LIABILITY SHALL IN ANY CASE ATTACH TO ANY PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICE, CAPABILITY OR FEATURE HEREUNDER REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

13. Service Interruptions or Failures. The liability of Ameritech for service interruptions or failures shall be as set forth in the Telephone Company tariffs.

In the event any interruption to or failure of service, of whatever description, results from or arises out of Customer's privately owned or leased equipment or facilities, Customer shall be liable to Ameritech, and shall further indemnify and hold Ameritech harmless from and against claims of others, for any loss, cost or expense incurred by Ameritech to repair, restore or correct any such interruption to or failure of service.

14. Disputes. If a dispute arises concerning any provision of this Agreement, except disputes concerning cancellation or termination, written notice of the dispute will be given by the disputing party to the other party. On receipt of notice by the other party, and thereafter for a period of sixty (60) days, neither party will file or initiate any complaint or other action or make any termination, until the parties have first attempted to resolve the dispute. Ameritech will not unilaterally suspend service during this sixty (60) day period. Notwithstanding a dispute, Ameritech and Customer will continue to perform under the Agreement, except for performance of obligations which concern the issue in dispute.

Except as otherwise provided in this Agreement, the failure of a party to observe strictly each of the terms and obligations enumerated herein constitutes a material breach of the Agreement. Upon written notice of the breach and failure of the defaulting party to cure the breach within thirty (30) days after receipt of the written notice, or if said breach cannot be cured in thirty (30) days and the defaulting party does not begin to cure the breach within this thirty (30) day period and diligently prosecute the cure to completion, then the nondefaulting party may terminate this Agreement and pursue any remedies available at law or in equity.

15. Assignment. Except as may be ordered pursuant to State or Federal authority, this Agreement may not be assigned by either party without the express written consent of the other which shall not be unreasonably withheld and the approval of the PUCO or the Federal Communications Commission ("FCC"), if required. However, such consent shall not be required in the event of an assignment by either party to its parent, subsidiaries or affiliates. In the event of an assignment, and the assumption of liability by assignee, the assignor shall be discharged from any further liability. Except as provided herein, the Agreement inures to the benefit of, is binding upon, and enforceable against, the successors and assigns of the parties. This Service is specifically provided for sole use of Customer and may not be subleased by Customer to any party without the express written consent of Ameritech.

16. Property Damage. In case of damage, loss or destruction of any of Ameritech's property due to the negligence or willful act of Customer or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the

control of the Customer, the Customer shall be required to pay the expense incurred by Ameritech in connection with the replacement of the property damaged, lost or destroyed or the expense incurred in restoring it to its original condition.

17. Renewal. Ameritech will notify Customer at least 60 days prior to the expiration of the Agreement that Customer may enter into a new agreement.

18. Advertising Restraints. Both Customer and Ameritech agree, that without the consent of the other, neither will use the name, service marks, or trademarks of the other or of any of their affiliated companies, or reveal the existence of this Agreement or its terms or conditions, in any advertising, publicity release or sales presentation, except that either party may make any disclosure required by any governmental laws or regulations.

19. Authority. Each party has full power and authority to enter into the Agreement, and the person signing the Agreement on behalf of a party represents that he has been properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by all of its terms, conditions and provisions.

20. Force Majeure. No party will be in default of a provision of the Agreement for delays in performance resulting from strikes, riots, lockouts, acts of nature or civil or military authority, fire, epidemics or other disasters, or events or acts beyond the reasonable control and without the negligence of the party. Time to perform any obligation is extended by the time of the delay.

21. Illegal Provision. If a provision of this Agreement is determined to be unenforceable because it is in violation of any rule or regulation of any regulatory entity or in violation of any law, the remainder of this Agreement shall remain in full force and effect.

22. Entire Agreement and Amendment. This Agreement is the entire understanding of Customer and Ameritech with respect to the subject matter hereof and supersedes all prior oral or written agreements. The Agreement may be amended, but no amendment is binding on the parties unless it is in writing and executed by duly authorized representatives of the parties and approved, where required, by the PUCO.

23. Incorporation. The "Whereas" and "Now, Therefore" clauses are a part of the Agreement. All Exhibits and documents referenced herein are a part of the Agreement.

24. Headings. The headings used in this Agreement are for convenience only and shall not be considered a part of this Agreement.

25. Conflicts. In the event of a conflict between this Agreement and any Tariff, the terms of the Agreement shall govern.

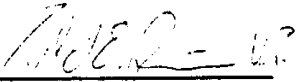
26. Multiple Originals. Multiple originals of the Agreement may be executed; each is deemed an original, but all constitute the same document.

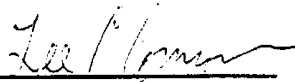
27. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, Ameritech and Customer has caused this Agreement to be duly executed in their respective names, effective as of the date first-above written.

NETWALK

AMERITECH

By: 

By: 

Name: Todd E. Price

Name: Lee C. Gowers

Title: Vice President

Title: Territory Manager

Date: 9/25/96

Date: 9/25/96

**AMERITECH ISDN PRIME
SERVICE DESCRIPTION FOR
NETWALK**

General Description

Ameritech Integrated Services Digital Network ("ISDN") Prime is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. These switched services include circuit switched voice (local exchange Measured Rate Service, Message Toll Telephone Service, Wide Area Telephone Service ("WATS"), and Custom 800 Service), circuit switched data, and Packet Switched Network Service. Each Ameritech ISDN Prime will allow connection of the aforementioned services via a single central office connection. This service allows PBX equipment and host computer type devices to connect to central office services in bulk quantity, rather than on a line by line or service by service basis.

Each Ameritech ISDN Prime provides access from a customer premises to Telephone Company circuit switched voice and circuit switched data, and Packet Switched Network Services via a 1.544 Mbps central office termination and a 1.544 Mbps channel to the customer's premises. The channel may be DS1 Local Distribution channel or part of a DS3, OC-3, OC-12, or other suitable facility. The rates and charges for the channel are in addition to those for the ISDN Prime termination and will be provided in accordance with Telephone Company tariffs. The central office termination is provided in base capacities of twenty-three (23) 64 Kbps "B" channels and one (1) 64 Kbps "D" channel (23 B + D). Where technology permits, "D" channels can be shared by multiple Ameritech ISDN Primes for the same customer. "B" channels can be dedicated to each circuit switched voice and circuit switched data service by type or they can be shared among service types by using the call by call feature. Where available, 64 Kbps "B" channels are always dedicated for Packet Switched Network Service.

Service Location

This Ameritech ISDN Prime Service will be provided to the following Customer Service Location:

[REDACTED]
Main Telephone Number [REDACTED]

**AMERITECH ISDN PRIME
MONTHLY RATES AND NON-RECURRING CHARGES (NRCs)
FOR NETWALK**

	<u>Monthly</u> <u>Rate</u>	<u>NRC</u>
<u>Ameritech ISDN Prime</u>		
Ameritech ISDN Prime, each		
Administrative Order Charge, each		

*This NRC charge shall be waived and will not be billed to the Customer provided that the Customer retains the Ameritech ISDN Prime for the entire Term of this Agreement as set forth in Paragraph 2. In the event that the Customer terminates the Service, in whole or in part, prior to the expiration of this Agreement, then this NRC charge shall be billed to Customer as set forth in Paragraph 5.

NOTE: This Agreement is strictly for the installation of seven (7) Ameritech ISDN Prime terminations to be installed at the Customer Service location specified on Exhibit A. Any required channels (i.e., DS1 Local Distribution channels, or DS3, OC-3, OC-12, or other suitable facility) are provided to Customer strictly in accordance with the rates, charges, terms and conditions of Ameritech's tariffs. Any additional Ameritech ISDN Prime terminations, or any other additional services, facilities or locations desired by Customer will be provided only upon agreement of Ameritech and under terms, conditions and charges covered by tariff or under a separate agreement mutually agreed to by the parties.