

File

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

Ameritech

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DOCKETING DIVISION
Public Utilities Commission of Ohio

November 22, 1996

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

Re: Ameritech Ohio / Office Depot

Case No. 96-1252-TP-AEC

Dear Ms. Crockron:

Submitted for filing is a redacted version of a contract for Ameritech IntraLATA Custom Inbound Toll-Free Service and Custom Outbound Toll-Free Service between Ameritech Ohio and Office Depot.

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 images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician EW Date Processed 11-25-96



**AGREEMENT
FOR COMBINED CUSTOM OUTBOUND TOLL and CUSTOM INBOUND TOLL-FREE SERVICES**

This Agreement is between Office Depot Inc. ("Customer") with its principal business address of 2200 Old German Town Road, Delray Beach, Florida 33445 and Ameritech Enhanced Business Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 23500 Northwestern Highway, Room E11113, Southfield, MI 48075, as an agent for Ameritech Illinois, an Illinois corporation; Ameritech Indiana, an Indiana corporation; Ameritech Michigan, a Michigan corporation; Ameritech Ohio, an Ohio corporation; or Wisconsin Bell, Inc., a Wisconsin corporation, d/b/a Ameritech Wisconsin (hereinafter "Ameritech"). This Agreement is effective on 11/27/96, subject to acceptance of tariff filings and approvals by the appropriate Public Utility Commission, where applicable.

I. Rates - Ameritech agrees to provide Ameritech IntraLATA Custom Outbound Toll Service and Custom Inbound Toll-Free Service ("Services") and Customer agrees to pay the following rates and conditions.

CUSTOM TOLL SERVICE

| State | Location Type | Rate Per Minute |
|-----------|---------------|-----------------|
| Illinois | Switched | [REDACTED] |
| Indiana | Switched | [REDACTED] |
| Michigan | Switched | [REDACTED] |
| Ohio | Switched | [REDACTED] |
| Wisconsin | Switched | [REDACTED] |

CUSTOM INBOUND TOLL-FREE SERVICE

| State | Location Type | Rate Per Minute |
|-----------|---------------|-----------------|
| Illinois | Switched | [REDACTED] |
| Indiana | Switched | [REDACTED] |
| Michigan | Switched | [REDACTED] |
| Ohio | Switched | [REDACTED] |
| Wisconsin | Switched | [REDACTED] |

The Custom Toll Service rates apply to Ameritech Calling Card and direct dialed, station-to-station, intrastate/intraLATA toll usage, Michigan zone usage included. The Custom Toll-Free Service rates apply to Ameritech intrastate, intraLATA toll-free usage. The rates for Custom Toll Service and Custom Toll-Free Service included in this Agreement will not be subject to Ameritech initiated rate changes for the duration of the Contract Service Period.

II. Minimum Annual Usage Commitment - The Minimum Annual Usage Commitment ("MAUC") is [REDACTED] per year. In the event Customer's actual usage in any year is less than the MAUC, Customer will be billed a lump sum amount equal to the difference between its actual usage and its MAUC. 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.

III. Contract Service Period - The Contract Service Period of this Agreement is [REDACTED] commencing on the date Services are installed. Upon expiration of the term, the rates for the Services shall revert to Ameritech published rates then in effect unless Customer and Ameritech enter into another Agreement at least thirty (30) days prior to term expiration date.

IV. Location Attachments - This Agreement applies to the Services 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 written agreement of the parties, during the Contract Service Period of this Agreement for the purpose of adding, changing, or removing locations under this Agreement.

Custom Toll Service locations may be designated as "Dedicated" or "Switched", and shall be so designated on the appropriate Attachment herein. Dedicated locations are those where Custom Toll Service originates from a customer premise over Ameritech DSI access. Switched locations are those where Custom Toll Service originates from a customer premise over Ameritech access other than an Ameritech DSI.

V. **Termination with Liability** - Customer may terminate this Agreement and discontinue the Services upon thirty (30) 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.

VI. **Termination without Liability** - Customer may terminate this Agreement and discontinue the Services without liability, provided Customer replaces the Services with other Ameritech Outbound Toll plans/service and/or Inbound Toll-Free service with a usage commitment and Contract Service Period length which are equal to or greater than the usage commitment and Contract Service Period length remaining under this Agreement.

VII. **Other Terms and Conditions -**

A. The terms of this Agreement may not be combined with any other program or promotions unless specifically agreed to in writing by Ameritech.

B. 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 Services 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 Contract Service Period of this Agreement and for three (3) years after its termination or expiration, the parties agree to maintain the confidentiality of any pricing information, contract terms and conditions, or other information marked as confidential.

IX. **Assignment** - Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

X. **Signatures** - Customer's signature below acknowledges that Customer understands and accept the terms and conditions of this Agreement and the applicable tariffs, and is authorized to make the commitment herein.

Thank you for selecting Ameritech's Custom Outbound Toll Service and Custom Inbound Toll-Free Service.

CUSTOMER

Authorized Customer Signature

Print/Type Name

Date

Robert
11.17.96

AMERITECH

Authorized Signature

Print/Type Name

Date

VERONICA CASEY
11.17.96

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

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