

**Ameritech**

150 East 62nd Street  
Room 19-11  
Columbus, OH 43215-3111

**RECEIVED**

OCT 29 1996

DOCKETING DIVISION  
Public Utilities Commission of Ohio

October 29, 1996

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

Re: Ameritech Ohio / Metropolitan Savings Bank of Cleveland  
Case No. 96-1141-TP-AEC

Dear Ms. Crockron:

Submitted for filing is a redacted version of  
a contract for Ameritech Centrex Service between Ameritech Ohio  
and Metropolitan Savings Bank of Cleveland.

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 *[Signature]* Date Processed *10-30-96*



Ameritech Original

**AGREEMENT FOR AMERITECH CENTREX SERVICE**

**BETWEEN**

**AMERITECH**

**AND**

**METROPOLITAN SAVINGS BANK OF CLEVELAND**

## TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE NUMBER
1.0	Services.....	1
2.0	Term of Agreement.....	1
3.0	Definitions.....	1
4.0	Services and Provided Features.....	1
4.1	General Scope of Services.....	1
4.2	Service Features.....	1
4.3	Cutover of Services.....	1
5.0	Maintenance.....	1
6.0	Rate Stability.....	2
7.0	Station Line Commitment.....	2
7.1	System Minimum.....	2
7.2	Growth.....	2
8.0	Additional Services.....	2
9.0	Additional Rates and Charges.....	2
10.0	Applicable Taxes.....	2
11.0	Terms of Payment.....	2
12.0	Station Line Moves, Adds and Feature Changes.....	2
13.0	Change in Primary Location.....	3
14.0	Renewal.....	3
15.0	Non-Disclosure.....	3
16.0	Safe Work Environment.....	3
17.0	Approval and Acceptance.....	4
18.0	Assignment.....	4
19.0	Applicable Tariff Regulations.....	4
20.0	Compliance with Laws and Regulations.....	4
21.0	Disputes.....	4
22.0	Limitation of Liability.....	5
23.0	Breach, Default and Termination for Cause.....	5
24.0	Termination for Non-Payment or Late Payment.....	5
25.0	Cancellation and Termination Liability.....	6
25.1	Cancellation.....	6
25.2	Termination Liability.....	6
26.0	PUCO Approval and Jurisdiction.....	6
27.0	Severability.....	7
28.0	Optional Features.....	7
29.0	Force Majeure.....	7
30.0	Amendments and Waivers.....	7
31.0	Section Headings.....	7
32.0	Multiple Originals.....	7
33.0	Entire Agreement.....	7
34.0	Authority.....	7
35.0	Cost of Collection.....	8
36.0	Incorporation.....	8
37.0	Notices and Demands.....	8
	General Definitions.....	Attachment 1
	Service Locations.....	Attachment 2
	Ameritech Centrex Service Features.....	Attachment 3
	Ameritech Centrex Service Rates and Non-Recurring Charges.....	Attachment 4
	Ameritech Centrex Service Additional Rates and Charges.....	Attachment 5

AGREEMENT FOR AMERITECH CENTREX SERVICE  
BETWEEN AMERITECH AND  
METROPOLITAN SAVINGS BANK OF CLEVELAND

This Agreement (the "Agreement") is entered into by and between Ameritech ("Ameritech"), with offices at 45 Erieview Plaza, Cleveland, Ohio, and Metropolitan Savings Bank of Cleveland ("Customer"), with principal offices at 6001 Lander Haven Dr., Cleveland, Ohio 44124. For the purposes of this Agreement, Ameritech means The Ohio Bell Telephone Company, an Ohio corporation. The terms, conditions and definitions herein and in the Attachments shall be referred to as the "Agreement" unless the context requires otherwise.

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

1.0 Services. Ameritech agrees to furnish and Customer agrees to subscribe to and pay for, during the term of the Agreement, the Ameritech Centrex Service (the "Services").

2.0 Term Of Agreement. The Agreement shall be effective as of October 22, 1996 (the "Effective Date"). The Services will be provided for a period of 24 months beginning on the date that the Services are first provided to Customer (the "Service Period"). The term of the Agreement begins on the Effective Date and continues until the end of the Service Period, unless canceled or terminated as provided herein.

3.0 Definitions. The terms set forth in Attachment 1, when used herein shall have the meaning set forth in that Attachment.

AMERITECH OBLIGATIONS

4.0 Services and Provided Features

4.1 General Scope of Services. The Central Office based Services provided pursuant to the Agreement are designed to process direct inward dialing to stations, direct outward dialing, intercom calls and network access. Ameritech will furnish, install and maintain up to Customer's Network Interface all equipment, cabling and materials necessary to provide the Services in accordance with the Agreement. The Customer's Service location(s) are specified in Attachment 2 of the Agreement.

4.2 Service Features. The features specified in Attachment 3 of the Agreement are included in the rates and charges specified in Attachment 4 and are available to the Customer at no additional cost. Any optional features are available to the Customer at the then current Tariff or Catalog rates and charges as set forth in paragraph 28.0 below.

4.3 Cutover of Services. The Cutover of the Services shall be at a date mutually agreed to by Customer and Ameritech.

5.0 Maintenance. Ameritech will maintain, at no additional charge to Customer, all the cable and wire from Ameritech's Central Office to the Network Interface.

6.0 Rate Stability. The Variable Term Payment Plan ("VTPP") Service Rates and Non-Recurring Charges specified in Attachment 4 of the Agreement shall not be subject to Ameritech or Public Utilities Commission of Ohio ("PUCO") initiated rate increases for the term of the Agreement.

#### CUSTOMER OBLIGATIONS

7.0 Station Line Commitment. Customer will, on the date the Services are first provided to Customer, pay for the following:

voice, electronic key, or Integrated Services Digital Network ("ISDN") lines;  
(the "Initial Lines");

7.1 System Minimum. To continue to qualify for the category of Centrex Service pricing provided by this Agreement, Customer must at all times during the term of the Agreement subscribe to a minimum of voice, electronic key, ISDN lines or a combination thereof ("System Minimum"). Hot spare lines, those lines which are fully connected and wired as part of the Services but not activated, are not included in determining whether the Customer has met the System Minimum. In the event that the number of lines in service is at any time less than the System Minimum, Ameritech will bill Customer and Customer will pay for a minimum of lines. This obligation shall be continuous throughout the term of the Agreement whether or not Customer has lines in service.

7.2 Growth. If additional lines are desired at existing or new locations within the same serving central office by Customer during the term of the Agreement, Customer may order and pay for them at the rates specified in Attachment 4.

8.0 Additional Services. Customer recognizes that any Additional Services necessary to make the Services function or purchased at Customer's option will be provided under additional terms, conditions and charges determined in accordance with Ameritech's Tariffs or Catalog, or under separate agreement. Customer will thereafter pay to Ameritech the charges associated with the Additional Services in effect. The billing of these charges will begin in the month following that in which the Additional Service is installed.

9.0 Additional Rates and Charges. Customer shall pay the Additional Rates and Charges (Non-Variable Term Payment Plan - "Non-VTPP") that are associated with the provision of the Services that are set forth in Attachment 5.

10.0 Applicable Taxes. Customer shall pay all applicable federal, state and local taxes and assessments.

11.0 Terms of Payment. Upon receipt of Ameritech invoice Customer will remit the amount by the due date indicated on the invoice.

12.0 Station Line Moves, Adds, and Feature Changes. Ameritech shall not make any moves, adds, or feature changes of station lines for Customer for a period of thirty days prior to the cutover of Services and for 7 days after the cutover. Centrex Mate shall not be used to make moves, adds, and changes during this period.

**13.0 Change in Primary Location.** A change of the Primary Locations outside of the same serving central office area constitutes a termination of the Agreement and Termination Charges as specified in paragraph 25.2 will be paid by Customer to Ameritech. The term "same serving central office" means a building controlled by Ameritech intended for and consisting of telecommunication switches, systems and related equipment used to provide Services to the Customer. The Primary Location is that which is specified in Attachment 2 of the Agreement.

Termination charges will not apply to a move of the primary location to a different serving central office when Customer subscribes to the same or greater number of station lines at the new location and a new agreement for Centrex Service is established for at least the amount of time remaining in the term of the Agreement, but in no event less than sixty (60) months.

**14.0 Renewal.** Ameritech will notify Customer at least 60 days prior to the expiration of the Agreement that Customer may:

- A. Enter into a new agreement; or
- B. Automatically revert, on expiration of the Agreement, to the then current monthly rates for the appropriate Centrex service in the Catalog.

**15.0 Non-Disclosure.** Customer recognizes that the Rates and Charges described in and provided under the Agreement are confidential to Ameritech. Customer will maintain the confidentiality of the Rates and Charges and will not disclose any information regarding these items to any person or entity other than those employees of Customer with a need to know in order to perform the Agreement. Nothing herein limits Customer's right to use and disseminate information relating to these items if they are made public by Ameritech without protection. This paragraph survives assignment, termination, cancellation or expiration of the Agreement. If there is a breach of this paragraph by Customer, then the Agreement may be terminated without further obligation by Ameritech. A breach of this paragraph by Customer may result in the imposition of Termination Charges on Customer, as specified in paragraph 25.0 of this Agreement.

**16.0 Safe Work Environment.** Customer will provide a safe work environment for Ameritech personnel. Customer's obligations include but are not limited to:

- A. Notifying Ameritech, prior to Ameritech's commencement of any work under the Agreement, of any environmental hazards known to Customer, including but not limited to the presence of friable asbestos, which are present in the premises;
- B. Removing or abating, at Customer's expense, the risk posed by such environmental hazard when required by law or deemed necessary by Ameritech, based upon Occupational Safety and Health Act (OSHA) regulations, in the exercise of its reasonable judgment;
- C. Adopting, at Customer's expense, any other work site safety measures required by law or deemed necessary by Ameritech, based upon the OSHA regulations, in the exercise of its reasonable judgment.

- D. Nothing described above shall be construed to obligate Customer to provide Ameritech personnel any safety measures which Ameritech is required by law to provide its personnel or which are used customarily by such personnel in providing Services to Ameritech customers.
- E. Notwithstanding any other provision of the Agreement:
- i. Ameritech may suspend performance or pursue any other remedies provided for under the Agreement if Customer unreasonably delays or fails to comply with this provision after written demand therefore by Ameritech; and
  - ii. In the event any of the measures described above are unreasonably expensive, Customer may request that Ameritech suspend its performance until such time as the alternative remedy or course of performance is secured or agreed upon; provided, however that Ameritech may terminate the Agreement without liability where such suspension lasts longer than 60 days.

#### GENERAL PROVISIONS

17.0 Approval and Acceptance. The Agreement is subject to final approval and written acceptance by Ameritech.

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

19.0 Applicable Tariff Regulations. The regulations of Ameritech now in effect or hereafter established in its tariffs, as filed with the Federal Communications Commission ("FCC"), PUCO or their successors, are incorporated herein and made a part hereof and are binding on both parties as though set forth herein. Customer understands that the tariffs are subject to change as ordered by the FCC or PUCO, either on its own initiative, or upon request of Ameritech. EXCEPT AS OTHERWISE SPECIFICALLY NOTED HEREIN, IF THERE IS ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THE TARIFFS OR CATALOG NOW IN EFFECT, OR HEREAFTER ESTABLISHED, AND THE TERMS OF THIS AGREEMENT, THE AGREEMENT SHALL GOVERN IN ALL CASES.

20.0 Compliance with Laws and Regulations. Ameritech agrees to comply with all applicable federal, state and local laws, ordinances and regulations. The Agreement shall be governed by and construed under the laws of the State of Ohio.

21.0 Disputes. If a dispute arises concerning any provision of the Agreement, then written notice of the dispute will be given by the disputing party to the other party. On notice being given, and thereafter for a period of 60 days, no complaint or other action will be filed or initiated before the PUCO, or any termination be made, or in any court, provided that such a complaint or filing is not necessary to toll a statute of limitations. During this 60 day period, the parties will attempt to resolve the dispute. Notwithstanding a dispute, Customer and Ameritech will continue to perform under the Agreement, except for performance of the obligations which concern the issue in dispute. Termination, cancellation or expiration of the Agreement does not affect any other service provided to Customer by Ameritech that is not the subject of this Agreement. On termination, cancellation or expiration of the Agreement, Customer will automatically convert to the then current, generally available rates and terms and conditions for Centrex Service.

**22.0 LIMITATION OF LIABILITY.** Ameritech shall not be liable for damages (special, incidental, consequential, or otherwise) resulting from delays in the provision of Services. Ameritech's Centrex Service LIABILITY IS LIMITED BY ITS TARIFF. Except as specifically set forth herein or in the Tariffs of Ameritech, **AMERITECH SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST OR ANTICIPATED PROFITS.** Customer's sole remedy for Ameritech's negligent performance or failure to perform under the Agreement shall be for direct damages only, and shall consist solely of the receipt of a credit in accordance with Ameritech's Tariffs against its monthly Rates and Charges hereunder for the time and to the extent Customer was out of service due to Ameritech's negligence or failure to perform. The Agreement shall not provide any person not a party to the Agreement with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the Agreement. It is understood and agreed that Ameritech is not an insurer and that the Rates and Charges for the Services provided hereunder are based solely on their cost and scope of the liabilities set forth in the Agreement and that said Rates and Charges are unrelated to the potential for indirect, incidental, special, consequential or other damages. Ameritech and Customer agree that this allocation of risk is fair and reasonable.

**23.0 Breach, Default and Termination for Cause.** Neither party shall be deemed to be in default under the Agreement or in breach of any provision hereof, unless and until the following occurs:

- A. The other party gives it written notice of such default (no sooner than the end of the 60 day period established by Section 21.0 entitled "Disputes"), specifying the term(s) of the Agreement alleged to have been violated; and
- B. The alleged defaulting party shall have failed to cure the same within 30 days of such notice. Provided, however, that where such default cannot reasonably be cured within such 30 day period and such default does not relate to the nonpayment of any sum due hereunder, the time for curing such default shall be extended by the time reasonably necessary to complete such curing, if the defaulting party prosecutes the same with due diligence.

Upon the failure by the defaulting party to timely cure any default after notice, the non-defaulting party may immediately declare this Agreement for the Services (or, in the case of a default not relating to all services provided hereunder, that portion of the Agreement directly affected by such default) terminated for cause without further notice and/or pursue its other remedies as specified in Ameritech's tariffs and in the Agreement. Termination or cancellation of the Agreement by Ameritech for cause shall give rise to termination or cancellation charges specified in Section 25.0. Termination or cancellation of the Agreement, or any portion thereof, does not affect any other services provided to Customer by Ameritech.

**24.0 Termination for Non-Payment or Late Payment.** Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated by Ameritech on ten (10) days notice to the Customer for non-payment or late payment (payment 30 or more days after the payment due date on the bill statement) of any sums due Ameritech for Services; either party may terminate Agreement without liability when continued performance would violate either state or federal law or regulation. If during the ten (10) day notice period Customer cures the non-payment or late payment or other cause for termination, then Ameritech shall not terminate this Agreement.



**25.0 Cancellation and Termination Liability.** Charges associated with cancellation and/or termination of the Agreement by Customer for reasons not excused under the Agreement prior to expiration of its term shall be governed by the following:

**25.1 Cancellation.** If a Customer cancels the Agreement prior to the Cutover, then Customer will pay to Ameritech an amount equal to the sum of all costs incurred by Ameritech in connection with purchasing, installing, engineering and designing facilities and equipment and any other work performed in anticipation of its fulfilling its duties under the Agreement. In no event will this amount exceed the sum of all the non-recurring and termination charges which would apply if the Services had been provided.

**25.2 Termination Liability.** If Customer terminates this Agreement subsequent to Cutover, Customer agrees to pay Ameritech the termination charges as set forth below:

- a. Customer will continue to pay to Ameritech each month an amount equal to the product of the applicable monthly line rate multiplied by an amount equal to the System Minimum as set forth in section 7.1 above for the remainder of the term of the Agreement; or
- b. Customer will pay a termination charge calculated using the following formula:

$$\begin{array}{ccccc} \text{(SYSTEM MINIMUM} & & & & \\ \text{AMOUNT AS SET FORTH IN} & & & & \\ \text{SECTION 7.1 ABOVE)} & \times & \text{MONTHLY RATE} & \times & \text{NUMBER OF MONTHS} \\ & & \text{(Includes Network} & & \text{REMAINING IN THE} \\ & & \text{Access as specified} & & \text{TERM OF THE} \\ & & \text{in Attachment 5 and} & & \text{AGREEMENT} \\ & & \text{Voice Line)} & & \end{array}$$

If Customer fails to elect, then Customer will be deemed to have elected Section 25.2,a, above.

The termination charges set forth in Section 25.2 apply to changes in the number of lines in service. They do not apply to reductions in the number of features applied to those lines in service.

**26.0 PUCO Approval and Jurisdiction.** Customer recognizes that the Agreement may be subject to review and approval by the PUCO. If in the opinion of Ameritech such approval is required, then Ameritech will submit the Agreement to the PUCO after it has been executed by both parties. If the PUCO requires changes in the Agreement as a condition of approval, then the parties will meet, negotiate and, if agreement is reached, make the required changes by written amendment. If either of the parties determines that such changes are not consistent with its interests, it may terminate the Agreement. If the PUCO does not approve the Agreement (as submitted or amended as required by the PUCO), then the Agreement automatically terminates. In either event, neither party will be subject to any Termination Charges as defined in paragraph 24, or to any other liability. Ameritech assumes full responsibility for determining whether the Agreement must be submitted to the PUCO.

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.

27.0 Severability. The illegality or invalidity of any provision of the Agreement will not affect the legality or enforceability of the remaining provisions unless such holding materially adversely affects the Agreement or the Services for one or both of the parties. In the event a provision of the Agreement is found illegal or invalid, and such finding does not materially adversely affect the Agreement or the Services, the Agreement shall then be construed as if such unenforceable or unlawful provision, or portion of a provision, had not been contained therein to the extent of the inconsistency and the Agreement is fully consistent with all applicable laws, rules, regulations and Tariffs.

28.0 Optional Features. Customer shall have the option, at any time during the Agreement, of adding or removing any feature listed in Section 9 of Ameritech's Tariffs or the Catalog. Customer shall thereafter pay to Ameritech the associated service establishment and feature charges in effect at the commencement of the Agreement. The billing for such charges shall begin in the month next following that in which the feature is installed.

29.0 Force Majeure. Neither party shall be held liable for any delay or failure in performance of any part of the Agreement from acts of God, acts of civil or military authority, government regulations or requirements, embargoes, epidemics, war, terrorist acts, riots, quarantine, insurrections, fires, explosion, earthquakes, nuclear accidents, floods, labor disputes, power blackouts, other major environmental disturbances, complaints, and/or investigations, unusually severe weather conditions, inability to secure equipment or acts or omissions of others. Time to perform any obligation is extended by the time of the delay.

30.0 Amendments and Waivers. The Agreement or any part thereof or any Attachments hereto or documents referred to herein may be modified or additional provisions may be added by written agreement signed by or on behalf of both parties. No amendment or waiver of any provision of the Agreement and no consent to any default under the Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

31.0 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of the Agreement.

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

33.0 Entire Agreement. The Agreement, as from time-to-time amended, with all attachments, after final acceptance by Ameritech and any required approval by the PUCO together constitute the entire and exclusive agreement between the parties concerning the Services, which supersedes all prior proposals or agreements, oral or written, and all other communications between the parties. Neither party shall rely upon any prior oral or written statements or representations.

This Agreement shall supersede any conflicting or inconsistent terms that may be contained in a purchase order or other document used by Customer to procure the Services described in this Agreement, and such purchase order or other document shall not be construed to otherwise add to or modify this Agreement.

34.0 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/she has been properly authorized and empowered to enter into the Agreement, understands it, and agrees to be bound by all of its terms, conditions and provisions.

35.0 Cost of Collection. In the event Customer fails to make any payments due under the Agreement, Customer shall pay all of Ameritech's costs of collection, including Ameritech's attorney's fees.

36.0 Incorporation. All Attachments and documents reference herein are a part of the Agreement.

37.0 Notices and Demands. Except as otherwise provided under the Agreement, all notices, demands or requests which may be given by either party to the other party shall be in writing and shall be deemed to have been given on the date delivered in person or deposited, postage prepaid, in the United States Mail via certified mail, return receipt requested, or sent via mutually recognized courier service to the addressee set forth below:

If intended for Customer:

Donna K. Leseman  
Vice President  
Metropolitan Savings Bank of Cleveland  
6001 Lander Haven Dr.  
Cleveland, Ohio 44124

If intended for Ameritech:

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

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

Metropolitan Savings Bank  
of Cleveland

By: Donna K. Leseman

Title: VICE PRESIDENT

Date: 10/17/96

Ameritech

By: William C. Tice

Title: Director - Sales

Date: 10/23/96

## GENERAL DEFINITIONS

Additional Services	The additional services necessary to make the Services function or those purchased at Customer's option that are provided under additional terms, conditions and charges determined in accordance with Ameritech's Tariffs, the Catalog, or under separate agreement.
Central Office	A building controlled, owned or leased and maintained by Ameritech intended for and consisting of switching systems and related equipment used to provide telecommunications services to its customers generally.
Centrex System	A central office based communications system whose system parameters are defined within the common block of the central office software.
Common Block	System parameters which include, but are not limited to, such items as station range and service features associated with a Centrex System.
Cutover	The date and time in which Services described in the Agreement became operational.
Ameritech Centrex Mate	A service which offers the customer a method to change, add or delete features within their Ameritech Centrex Service.
Network Interface	The designated point that separates Ameritech transmission facilities from the Customer distribution facilities as defined in Ameritech's Tariff.
Primary Location	Any one contiguous property location of the Customer may be designated by the Customer as the Primary Location.
Station Lines or Lines	A main station of the Centrex system which has full in-dialing privileges, access to and from the attendant position, and intra-system dialing privileges.
Tariff	The rates or charges, rules, regulations, terms and conditions and/or classifications applicable to Services furnished by Ameritech on file with the PUCO or the FCC.
Variable Term Payment Plan - VTPP	A plan under which Customer selects a variable term (i.e., 36 months, 60 months) during which the Customer contracts to pay fixed monthly rates for various services, for the term of the service period selected. Non-VTPP refers to Services that have tariff governed rates and charges which are subject to rate changes regardless of the term of the Agreement (e.g., Network Access, Telephone Numbers, Service and Equipment Charges).

Service Locations  
for  
Metropolitan Savings Bank of Cleveland

The primary Service location is:

[REDACTED]

Ameritech Centrex Service Features for  
Metropolitan Savings Bank of Cleveland

The Ameritech Centrex Service is a single Centrex system. The following is a list of Centrex features. The availability and function of the features may vary by serving central office.

- Ameritech Centrex Mate
- Call Diverting (Standard Arrangements)
- Call Forwarding - All Calls (w/Reminder Ring)
- Call Forwarding - Busy (w/Internal/External Split)
- Call Forwarding - Don't Answer (w/Internal/External Split, Ring Cycles, Call Waiting Interaction, Station Activation, To External Number)
- Call Hold
- Call Pickup (First in - First out)
- Call Transfer (Intra-system) - All (Blind Transfer Recall)
- Call Waiting (Terminating only - Incoming Calls)
  - Cancel Call Waiting
- Conference Calling, 3 Way
- Consultation Hold
- Direct Inward Dialing
- Direct Outward Dialing
- Distinctive Ringing and Call Waiting Tone
- End to End Signaling
- Equal Access for Inter LATA Calling
- Hunting - Arrangements
- Intercom Calling
  - Executive Busy Override
  - Executive Busy Override - Exempt
- Message Waiting Indicator - Audible
- Night Answer (all versions)
- Speed Calling - Short
- Touch-Tone
- Trunk Answer Any Station Night Service
- Usage Billing by Line Number

Ameritech Centrex Service  
Rates and Non-Recurring Charges (NRC) for  
Metropolitan Savings Bank of Cleveland

I. VTPP Items (Contract)

	60 Month Rate	NRC
<u>Service Establishment Charge</u>	\$ [REDACTED]	\$ [REDACTED]
<u>Voice Line, Each</u>	\$ [REDACTED]	\$ [REDACTED]
<u>Intercom Lines, Each</u>	\$ [REDACTED]	\$ [REDACTED]
<u>Intercom Lines, Each</u>	\$ [REDACTED]	\$ [REDACTED]

Optional Services and Features Rates and Non-Recurring Charges (NRCs)

Integrated Switched Digital Network (ISDN)

National ISDN Line, Each	\$ [REDACTED]	\$ [REDACTED]
National ISDN Line, Each	\$ [REDACTED]	\$ [REDACTED]
Circuit Switched Voice on B Channel, each	\$ [REDACTED]	\$ [REDACTED]
Circuit Switched Voice on B Channel, each	\$ [REDACTED]	\$ [REDACTED]
<u>Message Signal Interface, Each</u>	\$ [REDACTED]	\$ [REDACTED]

II. Non-VTPP Rates and Charges (As Specified on Attachment 5)

<u>Usage Package, Each</u>	\$ 10.00 *
<u>Network Access Lines, Each</u>	\$ 20.70 *
<u>Central Office Termination, Each</u>	\$ 6.00 *
<u>Telephone Number(s), Each</u>	\$ .25 *

\*These Rates and Charges are governed by Tariff and may vary over the term of the Agreement, they are listed here strictly as a convenience to the Customer.

#Customer is installing Service in a phased-in Cutover, with a scheduled completion date of no later than February 28, 1997. These rate elements shall only apply if, on the scheduled completion date of February 28, 1997, Customer has installed less than 70% of contracted number of Initial Lines as specified in paragraph 7.0 (or less than 105 of the Initial Lines).

Ameritech Centrex Service  
Additional Rates and Charges for  
Metropolitan Savings Bank of Cleveland

II. Non-VTPP Rates and Charges

Network Access The Centrex station to PBX trunk equivalent schedule is used by Ameritech to determine the quantity of non-residence network access lines, PBX central office terminations and PBX message usage packages required for each Centrex system. The rates and charges for these items are provided for in the Ameritech Tariff, P.U.C.O. NO. 20, Part 4, Section 2.

Telephone Numbers Telephone Numbers are provided at the rates and charges specified in the Ameritech Tariff, P.U.C.O. NO. 20, Part 8, Section 8.

Services and Equipment Charges (S&E) apply to establish service for Centrex station lines as provided for in the Ameritech Tariff, P.U.C.O NO. 20, Part 3, Section 1. The current charge for Service Ordering, per location, per occasion is \$46.80; the current charge for Central Office Connection, per station termination is \$1.75; and the current charge for Line Connection, per station termination is \$3.35. These charges may vary over the term of the Agreement.

Program Change Charge is for a change of standard feature capabilities subsequent to the initial activation by Ameritech. The current nonrecurring charge is \$ 42.00 per line programmed. This charge may vary over the term of the Agreement.