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November 29, 1999

Mr. Gary E. Vigorito  
Secretary  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

Re: Case No. 99-1545-TP-ACO  
Buckeye TeleSystem, Inc.  
Approval of Three (3) Contracts.

Dear Mr. Vigorito:

Please find enclosed a completed "845" Registration Form and seven (7) copies of Contracts between Buckeye TeleSystem, Inc. and three (3) Customers. Pursuant to the Commission's policy, we have redacted the name, address and any other information which might identify the customers.

We would ask that the Commission approve these on an automatic basis on December 30, 1999.

If you have any questions, please feel free to call me.

Very truly yours,

*Stephen M. Howard*

Stephen M. Howard

SMH/wls  
Enclosures

cc: Ohio Consumers' Counsel  
Thomas K. Dawson

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 Anderson Smith Date Processed 11/30/99

PUBLIC UTILITIES COMMISSION OF OHIO

LOCAL EXCHANGE CARRIER

REGISTRATION FORM

EFFECTIVE: July 15, 1997

In the Matter of Buckeye TeleSystem, Inc.  
to approve contracts with various customers.

)  
) Case No. 99- 1545-TP-ACO  
)

Name of Registrant(s) Buckeye TeleSystem, Inc.  
Address of Registrant(s) 5566 Southwyck Blvd., Toledo, Ohio 43614  
Contact Person(s) Thomas K. Dawson (Phone 419-866-5802 Fax 419-866-7074)  
Date November 26, 1999 TRF Docket No. 90 - 9037 -TP-TRF  
Motion for protective order included with filing? ☐ Yes, ☒ No  
Request for waiver(s) included with filing? ☐ Yes, ☒ No

Note: This form must accompany all applications filed by NEC's. ILECs should utilize the appropriate form based on each ILEC's currently applicable regulatory framework. However, an ILEC must use this form if it has been granted tariff filing parity pursuant to Section V.I.L. of the guidelines established in Case No. 95-845-TP-COI, or if the ILEC is filing an ARB or NAG Case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable not to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

I. Indicate the reason for submitting this form (CHECK ONLY ONE):

- ☐ 1. (AAC) Application to Amend Certificate to expand Serving Area (30-day approval, 7 copies)
- ☐ 2. (ABN) Abandonment of all Service (NOT automatic, 10 copies)
- ☐ 3. (ACE) New Operating Authority (60-day approval, 7 copies)
- ☐ 4. (ACO) Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5. (ACN) Application to Change Name (30-day approval, 10 copies)
- ☒ 6. (AEC) Application to Establish, Revise, or Cancel a Contract (30-day approval, 7 copies)  
☒ End User ☐ Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case
- ☐ 7. (AMT) Merger (NOT automatic, 10 copies)
- ☐ 8. (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 15 copies)
- ☐ 9. (ATA) Application for Tariff Amendment (Automatic timeframes vary with type of ATA filing-see below)
  - a. ☐ New End User Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
  - b. ☐ New Carrier-to-Carrier Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
  - c. ☐ Change in Terms and Conditions (30-day approval, 10 copies)
  - d. ☐ Withdrawal of Service (30-day approval, 10 copies)
  - e. ☐ Filing at Staff's Direction (30-day approval, 10 copies)
  - f. ☐ Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
- ☐ 10. (ATC) Application to Transfer Certificate (NOT automatic, 7 copies)
- ☐ 11. (ATR) Application to Conduct a Transaction Between Utilities (NOT automatic, 10 copies)
- ☐ 12. (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 15 copies)
- ☐ 13. (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 14. Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 15. Introduction or Extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service
- ☐ 17. Designation of Registrant's Process Agent(s)
- ☐ 18. Update to Registrant's Maps

II Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:

- ☐ A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based) (3)
- ☐ Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. (3)
- ☐ List of names, addresses, and phone numbers of officers and directors, or partners. (3-4,7,10)
- ☐ Brief description of service(s) proposed (3)
- ☐ Explanation of whether applicant intends to provide ☐ resold services, ☐ facilities-based services, or ☐ both resold and facilities-based services. (3)
- ☐ Explanation as to whether NEC currently offers IXC services under separate CTS authority, and whether it will be including those services within its NEC filing, or maintaining such IXC services under a separate affiliate. (3)
- ☐ Explanation of how the proposed services in the proposed market area are in the public interest. (3)
- ☐ Description of the proposed market area. (3)
- ☐ Description of the class of customers (e.g., residence, business) that the applicant intends to serve. (3)
- ☐ Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate (3)
- ☐ Documentation attesting to the applicant's technical expertise relative to the proposed service offering(s) and proposed service area (3)
- ☐ Explanation of the applicant's managerial expertise relative to the proposed service offering(s) and proposed service area (3)
- ☐ Documentation indicating the applicant's corporate structure and ownership. (3)
- ☐ Information regarding any similar operations in other states. (3)
- ☐ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the USOA. (3)
- ☐ Verification of compliance with any affiliate transaction requirements. (3)
- ☐ Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users. (3,8,10)
- ☐ Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A. (1-2,4,6,8-10,12-15)
- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1-2,4,6,8-10,12-15)
- ☐ Specify which notice procedure has been utilized: ☐ real time; or ☐ newspaper. NOTE: Price list increases must be within an approved range of rates. (8-9,15)
- ☐ Copy of real time or newspaper notice which is to be provided to customers. (2,4,6,9c-f,10,15)
- ☐ Copy of customer education and information material for new residential services. (8)
- ☐ Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is ☐ business; ☐ residence; ☐ or both. Also indicate whether it is a ☐ switched ☐ or dedicated service. Include this information in either the cover letter or Exhibit C. (1-2,4-6,9-10,12-15)
- ☐ Explanation as to which service areas company currently has an approved interconnection or resale agreement (1,3,9)
- ☐ Explanations as to whether rates are derived through (check all applicable): ☐ interconnection agreement, ☐ retail tariffs, or ☐ resale tariffs. (3)
- ☐ List of Ohio counties or exchanges the applicant intends to serve within 24 months of obtaining authorization. (1,3)
- ☐ List of Ohio counties specifically involved or affected (2,4,6,9-10,12)
- ☐ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.) 3,4,6,9c-f,10) In transfer of certificate cases, the transferee's good standing must be established.
- ☐ Maps depicting the proposed serving and calling areas of the applicant. (1,3,7,10)
  - ☐ If Mirroring ILEC exchanges for both serving area and local calling areas: • *Serving area* must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular ILEC/NEC territory, and listing the involved counties. • *Local calling areas* must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.
- ☐ If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchanges(s): • *Serving Area* must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved counties. • *Local Calling Areas* must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
- ☐ Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

Mandatory requirements for all basic local exchange providers:

- ☒ Sales tax
- ☒ Deposits
- ☒ Disconnection of Service
- ☒ 1+

Service requirements for a NEC's provision of certain services (check all applicable):

- ☒ Discounts for Persons with Communication Disabilities and the Telecommunications Relay Service
- ☒ Emergency Services Calling Plan
- ☒ Alternative Operator Service (AOS) requirements
- ☒ Limitation of Liability Language
- ☒ Termination Liability Language
- ☒ Service Connection Assistance (SCA) and Telephone Service Assistance (TSA)
- ☒ Resale of Service [Required for facilities-based NECs]
- ☒ Local Number Portability [Required for facilities-based]

IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the applicant:

<u>Joseph D. Jensen</u>	<u>Thomas K. Dawson</u>	<u>Fritz Byers, Secretary</u>
<u>President</u>	<u>Vice President</u>	<u>Spitzer Bldg, Suite 824</u>
<u>5566 Southwyck Blvd.</u>	<u>5566 Southwyck Blvd.</u>	<u>520 Madison Ave.</u>
<u>Toledo, OH 43614</u>	<u>Toledo, OH 43614</u>	<u>Toledo, OH 43604</u>

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individuals(s) identified in this Section unless another address or individual is so indicated.

V. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

<u>Thomas K. Dawson, Vice President</u>
<u>5566 Southwyck Boulevard, Toledo, Ohio 43614 (419) 866-5802</u>

#### VERIFICATION

I, Thomas K. Dawson, Vice President, verify that I have utilized, verbatim, the Commission's Local Exchange carrier Registration Form effective July 15, 1997 and that all of the information submitted here, and all additional information submitted in connection with this case is true and correct to the best of my knowledge.

  
(signature)

November 26, 1999  
(date)

\* A verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Registration Form, including all required attachment as well as the required number of copies, to:

Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street  
Columbus, Ohio 43215-3793

Tom Dawson



TELECOMMUNICATIONS SERVICE AGREEMENT

Date 11/16/99  
Customer Information

Customer	Bill Name
Svc. Address	Sec. Bill Name
Floor	Billing Add/St.
City/State	Flr./Rm.
Zip	City/State
	Zip
Customer Contact	Billing Contact
Contact Tel. #	Telephone #
Customer Contact	Bill Contact
Contact Tel. #	Telephone #

Tax exempt (letter on file)  
Non-Exempt ☒

Service Pricing

Telecommunication Services	36 Month Unit	Qty	36 month
Frame Relay DS-1 Access line and Port	\$535.00	2	\$1,070.00
Monthly Total			\$1,070.00

Non-Recurring Charges	Waived
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This is a 36 month contract.

This quote was generated on 11/16/99 and is valid for 30 days.  
Future LEC tariff changes may impact this quotation.  
Signature by both parties on this document constitutes service order in accordance with the Terms and Conditions included on Page 2.

Signatures:

Authorized Customer Representative

Title

Date

Authorized Buckeye TeleSystem, Inc., Representative

Title

Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Switched Services Terms and Conditions

This Agreement represents the sole terms and conditions under which Buckeye TeleSystem, Inc., hereinafter known as "Company," agrees to provide services described herein above ("Service") to hereinafter known as "Customer," and each of the parties, intending to be legally bound, agree as follows:

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.

**Equipment/Installation/Interconnection:** The Company shall use reasonable efforts to make available services to a Customer, on or before a particular date, subject to the revisions of and compliance by the Customer with the regulations contained in the tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer. The Company shall use reasonable efforts to maintain facilities to the Customer. The Customer may not, or may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

**Space/Access:** Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

**Credit Approval:** This agreement is subject to customer credit approval by Company at which time an advance payment and/or deposit may be required as permitted in UCO Tariff No.2.

**Liability of the Company:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes are due within 30 days if receipt. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Transfer and Assignments:** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) pursuant to any financing, merger, or reorganization of the Company.

**Cancellation of Service by the Customer:** If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Notice:** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio.

**Warranty:** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties original intent.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Special Provisions:** Buckeye TeleSystem's responsibility is to provide voice, data and video services to Customer per its tariff rates and charges within its standard interval of installation in accordance with Page 1.

This information contained herein is confidential and proprietary and should not be disclosed.

Tom Dawson



TELECOMMUNICATIONS SERVICE AGREEMENT

Date 11/5/99

Customer Information

Customer	_____	Bill Name	_____
Svc. Address	_____	Sec. Bill Name	_____
Floor	_____	Billing Add/St.	_____
City/State	_____	Fir./Rm.	_____
Zip	_____	City/State	_____
		Zip	_____
Customer Contact	_____	Billing Contact	_____
Contact Tel. #	_____	Telephone #	_____
Customer Contact	_____	Bill Contact	_____
Contact Tel. #	_____	Telephone #	_____

Tax exempt \_\_\_\_\_ (letter on file)  
Non-Exempt X

Service Pricing

Telecommunication Services	36 Month Unit	Qty	36 month
ISDN-PRI Package	\$376.20	1	\$376.20
DS-1 Link	\$180.00	1	\$180.00
DID # Group of 100	\$9.50	4	\$38.00
Business Lines / Message*	\$19.50	4	\$78.00
*Message rate is billed at \$0.07 per call			
Intralata rate is billed at \$0.10 per min.			
Monthly Total			\$672.20

Non-Recurring Charges		Waived
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Reflect the Term Plan Line Above 36 Months

This quote was generated on 11/5/99 and is valid for 30 days.

Future LEC tariff changes may impact this quotation.

Signature by both parties on this document constitutes a service order in accordance with the Terms and Conditions included on Page 2.

Signatures

Authorized Customer Representative

Title

Date

Authorized Buckeye TeleSystem, Inc., Representative

Title

Date

The information contained herein is confidential and proprietary and should not be disclosed.

#### Switched Services Terms and Conditions

This Agreement represents the sole terms and conditions under which Buckeye TeleSystem, Inc., hereinafter known as "Company," agrees to provide services described hereinabove ("Service") to the Customer, hereinafter known as "Customer," and each of the parties, intending to be legally bound, agree as follows:

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its communications network ("Network") is used to protect the technical integrity of the Network.

**Equipment/Installation/Interconnection:** The Company shall use reasonable efforts to make available services to a Customer, on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer. The Company shall use reasonable efforts to maintain facilities to the Customer. The Customer may not, without the written consent of the Company, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except as may be necessary to alter the technical parameters of the service provided to the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

**Access/Access:** Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

**Indemnification:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

**Credit Approval:** This agreement is subject to customer credit approval by Company at which time an advance payment and/or deposit may be required as permitted in CO Tariff No.2.

**Liability of the Company:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments; any claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; availability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes are due within 30 days of receipt. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Transfer and Assignments:** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) pursuant to any financing, merger, or reorganization of the Company.

**Cancellation of Service by the Customer:** If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the remainder of the then-current terms.

**Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside the customer's business entity.

**Notice:** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio.

**Entire Agreement:** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties original intent.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Standard Provisions:** Buckeye TeleSystem's responsibility is to provide voice, data and video services to Customer per its tariff rates and charges within its standard tariff of installation in accordance with Page 1.

Information contained herein is confidential and proprietary and should not be disclosed.





Date 11/12/99  
Customer Information

## Service Pricing

Service Pricing									
Telecommunication Services	Monthly Unit				Qty	Month to Month			
Business Line Message Rate	\$21.50				15	\$322.50			
Usage Rate per line	\$3.50				15	\$52.50			
Intralata rate is billed at \$0.10 per min.									
Monthly Total						\$375.00			

Non-Recurring Charges	waived			
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This quote was generated on 11/12/99 and is valid for 30 days.  
Future LEC tariff changes may impact this quotation.  
Signature by both parties on this document constitutes a service  
order in accordance with the Terms and Conditions included  
on Page 2.

### Signatures

Authorized Customer Representative

Authorized Buckeye TeleSystem, Inc. Representative

**Title**

Title

Date \_\_\_\_\_

Date \_\_\_\_\_

The information contained herein is confidential and proprietary and should not be disclosed.

#### Switched Services Terms and Conditions

This Agreement represents the sole terms and conditions under which Buckeye TeleSystem, Inc., hereinafter known as "Company," agrees to provide services described herein above ("Service") to hereinafter known as "Customer," and each of the parties, intending to be legally bound, agree as follows:

**General:** The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.

**Equipment/Installation/Interconnection:** The Company shall use reasonable efforts to make available services to a Customer, on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer. The Company shall use reasonable efforts to maintain facilities to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.

**Space/Access:** Customer shall provide at no charge, as specified from time to time by the Company, any needed personnel, equipment space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. Company shall have reasonable access to the conduit to Customer's space and to its System equipment.

**Claims:** With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

**Credit Approval:** This agreement is subject to customer credit approval by Company at which time an advance payment and/or deposit may be required as permitted in PUCO Tariff No.2.

**Liability of the Company:** The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

**Payment:** Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes are due within 30 days of receipt. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

**Transfer and Assignments:** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (A) to any subsidiary, parent company, or affiliate of the Company, (B) pursuant to any sale or transfer of substantially all the assets of the Company, or (C) pursuant to any financing, merger, or reorganization of the Company.

**Cancellation of Service by the Customer:** If a Customer terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination (A) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus (C) 65% of all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current terms.

**Non-Disclosure:** All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

**Notice:** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**Governing Law:** This Agreement is governed by and subject to the laws of the State of Ohio.

**Warranty:** Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

**Severability:** In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties original intent.

**Amendments:** This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

**Special Provisions:** Buckeye TeleSystem's responsibility is to provide voice, data and video services to Customer per its tariff rates and charges within its standard interval of installation in accordance with Page 1.

This information contained herein is confidential and proprietary and should not be disclosed.