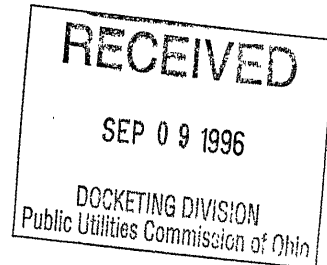


Ameritech

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



September 9, 1996

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

Re: Ameritech Ohio / American Airlines

Case No. 96-954-TP-AEC

Dear Ms. Crockron:

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

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 Frank Hepler Date Processed 9-11-96



AGREEMENT FOR AMERITECH INTRALATA TOLL USAGE SERVICE

This Agreement is between American Airlines ("Customer") and Ameritech custom business services, a division of Ameritech Services, Inc., a Delaware corporation (hereinafter "Ameritech") for Ameritech IntraLATA Toll Usage Service (hereinafter "Usage" or "the Service") and shall be available to Customer for Customer locations in Indiana, Michigan, Ohio and Wisconsin.

This Agreement shall commence on the first day of the month following the date last signed below by Customer and Ameritech and continue through [redacted] (the "Initial Term"). This Agreement shall be automatically renewed for an additional one (1) year period, unless either party notifies the other party of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the Initial Term of this Agreement. If Customer should elect to continue the Usage Service beyond the Initial Term of this Agreement or extension thereof, and has not entered into a new Usage Service agreement with Ameritech, then Ameritech shall continue to provide service to Customer at Ameritech's then existing monthly tariff rates.

Minimum Service Usage Commitment (MUC) Rate

[redacted] per year

[redacted] per minute for all locations in Indiana, Michigan, Ohio and Wisconsin

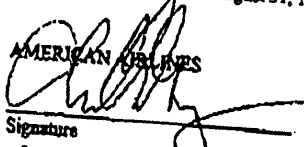
In the event Customer's actual usage in any year is less than the MUC, Customer will be billed a lump sum equal to the difference between its actual usage and its MUC. If Customer's MUC is based on annual usage, Customer's aggregate annual usage will be calculated by Ameritech on the twelve (12) month anniversary of the commencement date of this Agreement and each subsequent twelve (12) month anniversary date thereafter.

This Agreement applies to the Service ordered under this Agreement at the locations set forth in Attachment 1, attached hereto and incorporated herein, which will all contribute to the MUC, subject to the terms of this Agreement. Attachment 1 may be modified during the term of this Agreement with the parties' mutual written consent.

The Service rates apply to Ameritech direct dialed, station-to-station, intrastate, intraLATA toll usage.

No liability shall in any case attach to Ameritech for any indirect, incidental, or consequential damages, including lost profits, sustained or incurred in connection with the performance or non-performance of the Usage Service hereunder regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages are foreseeable. It is understood and agreed that Ameritech is not an insurer and that the rates for the Usage Service provided hereunder are based solely on the value of service and on the scope of liabilities set forth in this Agreement and that said rates are unrelated to the potential for indirect, incidental, consequential or other damages. Ameritech and Customer agree that this allocation of risk and liability is fair and reasonable.

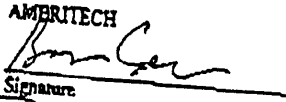
This offer shall expire on August 31, 1996.

AMERICAN UTILITIES


Signature
Charles G. Gray
Printed Name

Mgr. Corporate Telephonic Services
Title

30 August 1996
Date

AMRITECH


Signature
Bruce Green
Printed Name

Sr. Asst. Mgr.
Title

8/30/96
Date

- (1) The Service is provided by Ameritech Operating Companies and may be subject to regulatory jurisdiction and approval by the Illinois Commerce Commission, Indiana Utilities Regulatory Commission, The Michigan Public Service Commission, Public Utility Commission of Ohio and the Public Service Commission of Wisconsin.
- (2) Locations in Illinois are exempt from the plan and are not included.
- (3) The Service does not include Zone Usage in Michigan.

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Attachment 1