



**RETAIL MASTER TERMS AND CONDITIONS OF SERVICE
AND ADDITIONAL TERMS AND CONDITIONS FOR INDIVIDUAL SERVICES**

These Retail Master Terms and Conditions of Service and additional terms of service (collectively, "Terms of Service") are a part of and incorporated into the Retail Master Service Agreement ("the Agreement") between Buckeye Telesystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

<u>Authorized</u>	Service is to be solely consumed by the commercial business (end user) and is not for resale.
<u>Customer Enterprise Network</u>	Customer premise enterprise includes; firewall, router, local and wide area network
<u>Dedicated Access Circuit.</u>	Long Distance Service provided via a Special
<u>Demarcation</u>	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
<u>FX</u>	Foreign Exchange is a number foreign to a central office and is not provided E-911 service
<u>Line</u> Interface Line level service	Commercial Business Line or Digital/Basic Rate
<u>Retail Master Service Agreement</u>	The Retail Master Service Agreement consists of the one-page Agreement signed by Customer and BTS, together with these Retail Master Terms and Conditions of Service, any terms and conditions of service applicable to individual Services, the Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
<u>Monthly Recurring Charges</u>	Monthly Charge for Service
<u>MTSS</u>	Minimum Telephone Service Standards as defined by State Regulatory Commissions
<u>Non-Recurring Charges</u>	One-Time Charge for Service
<u>POP</u>	Point-of-Presence for Interexchange Carrier Services
<u>Schedule(s)</u>	Document describing the Service(s) to be provided

	by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
<u>Service(s)</u>	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as an Ethernet Native LAN Extension.
<u>Service Equipment</u> providing service.	Any company provided equipment for the purpose of
<u>Service Order</u> purchased and to be billed to customer.	Physical document that describes the services
<u>SPAM</u>	Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
<u>SPIT</u>	Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
<u>Special Access</u>	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.
<u>Station</u>	Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service
<u>Switched</u> Local Voice Service	Long Distance Service provided in conjunction with
<u>Switch-less</u> Service	Long Distance Service provided without Local Voice
<u>Trunk</u> Interface Trunk level service	Commercial Analog, Digital, ISDN Prime Rate

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 BTS. BTS 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. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. **The Term begins immediately upon the service installation date, which shall also be the billing date.**

Authentication procedure: In response to a telephonic request from a person who (i) identifies himself or herself as the Authorized Customer Representative specified on the Retail Master Service Agreement, and (ii) who provides BTS with Customer's account number ("Authenticated Representative"), BTS may disclose the Customer's CPNI to the Authenticated Representative, or provide access to Customer's CPNI to the Authenticated Representative.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Billing and Payment Obligation: Billing for the service component will begin on the Service Activation Date, as specified, for the specific service type. The Service Activation Date is the date: (i) Equipment is installed and tested at the Customer's locations, and (ii) IP connectivity to Provider has been established, OR (iii) 30 calendar days after the loop install is tested and accepted. Customer Premise Equipment (CPE) related costs and installation fees will be billed such that 50% will be due upon execution of this Agreement and the first invoice period to follow thereafter with the remaining 50% will be due upon CPE activation per location. Customer shall be billed for services monthly by BTS or its duly appointed billing agent, and Customer agrees to pay for services and any applicable federal, state and local taxes, regulatory surcharges and/or applicable fees associated with the services, within 25 days of the bill date. These credit terms will be provided when a routine credit check has been performed by BTS. This credit check procedure may result in a deposit or prepaid terms required by BTS. BTS may, at its discretion, change credit terms assigned. All billing disputes must be submitted in writing within 60 days of the date of the

invoice on which the error or problem first appeared. Failure to comply with this timeframe requirement will result in a denied claim. The invoice shall be considered past due after 25 days of the bill date. Payment shall be remitted in U. S. funds to the current address of BTS. Interest of 1.5% (or as permitted by law) per month will be assessed on past due amounts. BTS will notify Customer by mail that the account is past due. If payment with interest has not been received within 30 days of the bill date service could be suspended and a reactivation fee will be assessed prior to reactivation of service. BTS reserves the right to charge a return check fee. Customer shall pay all collection costs including reasonable attorney's fees. All system implementation and training fees will be billed immediately following contract execution. If BTS is given an incomplete list of phone numbers or is provided with inaccurate service address information, the Customer may be subject to an additional fee.

Termination Charge: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- A. All Non-Recurring Charges expended by BTS to establish Service to Customer; plus
- B. Any disconnection, early cancellation, or termination charges incurred and paid to third parties by BTS; plus
- C. The pro-rata portion of any Special Offer provided by BTS to Customer; plus
- D. The full amount of the Monthly Recurring Charges that would have been due BTS by Customer had the Service run its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Billing Reconciliation: For billing errors and/or omissions, BTS will provide applicable debit or credit adjustment not to exceed 12 months of the affected service(s).

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the

conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: 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 and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Limitation of Liability: The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption. Allowances are limited to a proration of the monthly service charge for the affected service. Liability shall not exceed one month's charge for affected service. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to 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.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall

designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, 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 (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majeure. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS 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 of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (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.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: BTS may, in its discretion, amend its Terms and Conditions of Service from time to time so long as such amendment does not change a material term of the agreement with Customer. A material term of the Agreement is defined as the Service provided, the price charged for the Service, and the term (length) of the Agreement.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

E911: Emergency Calls should be placed from phones that are located at the service location for which they are registered. If you must use Buckeye TeleSystem Epiphany service for emergency calls away from your registered service location, be prepared to provide the answering public safety authority with specific information regarding your location. An appropriate, authorized local safety authority might not answer an emergency call placed from a phone that has been removed from its registered service location.

Epiphany service is not basic local exchange service and may not include access to E911 service. If you use Epiphany service in a geographic area where Buckeye TeleSystem provides local exchange service, you may have access to E911 service if and only if you contact and report the change of your location. Some users, depending on the service level purchased, may have access to self-registration with the E911 database through a web portal interface. Otherwise, the number to contact Buckeye for reporting such a change is 419-724-9898 (Northwest Ohio/SE Michigan) or 419-502-9898 (Sandusky/Huron).

Spooing/False representation of originating Telephone Numbers - Under no circumstances can the customer change, modify, replace or otherwise tamper with the SDP field (SIP invite original Caller Description field) of the phone system to any number other than: (1) the lead billing number associated with the SIP trunk, (2) a number, other than the lead billing number, that Buckeye has agreed to, or (3) the originating inbound public telephone number that was presented to the phone system. Modification of this field to display any other number than specified above is considered to be an act of spoofing and will be immediate, just cause for termination of the SIP trunk service.

Security: The Customer is solely responsible for privacy and security, customer enterprise network, and customer owned equipment and electronics. Customer is solely responsible for any and all costs associated with a privacy or security breach of its network, hacking of its network, equipment and electronics.

ADDITIONAL TERMS AND CONDITIONS OF SERVICE
APPLICABLE TO INDIVIDUAL SERVICES

A. THE FOLLOWING TERMS AND CONDITIONS APPLY TO SWITCHED LOCAL, HOSTED STATIONS/SIP SERVICES:

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local exchange. The professional service auto attendant annual subscription is non-cancellable and non-refundable.

Equipment: Buckeye Telesystem will provide a universal power supply (UPS) for power backup of Telesystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, Customer will be responsible for the replacement of the UPS. Customer may contact Buckeye Telesystem for current options for replacement of the UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM AND/OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT AND/OR ENDPOINT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO EMERGENCY 911 SERVICE.

B. THE FOLLOWING TERMS AND CONDITIONS APPLY TO SWITCHED NATIONAL LONG DISTANCE SERVICES:

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling.

Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and termination points of the call.

C. THE FOLLOWING TERMS AND CONDITIONS APPLY TO FACILITY TRANSPORT SERVICES:

Service: Facility Transport Service defined in PUCO No. 2 and 3, and MPSC No. 2-R are dedicated, non-switched, point to point (two (2) specified locations) or point to multipoint (multiple specified locations to a single location) circuits. Facility Transport DS-n, OC-n, and Ethernet Native LAN Extension Transport services are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Ethernet Native LAN Extension is a Layer 2 service. Any of the Facility Transport services may be ringed (protected) or folded (unprotected) and/or multiplexed or Virtual Local Area Networked (VLAN).

D. THE FOLLOWING TERMS AND CONDITIONS APPLY TO INTERNET ACCESS SERVICES:

Service: Commercial Dedicated, Elastic and Broadband Internet Access services are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. The Commercial Dedicated Internet Service and Buckeye Express High-Speed Internet Service Acceptable Use Policies can be found at www.telesystem.us/terms-of-service.

E. THE FOLLOWING TERMS AND CONDITIONS APPLY TO TELESYSTEM'S PHONE RENTAL PROGRAM

In addition to the Retail Master Terms and Conditions of Service, the following terms apply to Telesystem's Phone Rental Program ("Phone Rental Program").

The Phone Rental Program is available to customers who have entered into a Retail Master Services Agreement for the purchase of Telesystem Hosted Station Services with a minimum initial term of at least thirty-six (36) months. The Phone Rental Program term must be coterminous with the term for Hosted Services. The Phone Rental Program is only available to United States customers.

Rental Services

Telesystem rents certain telephone hardware (each a "Rental Device") to customers and charges a recurring monthly fee for each Rental Device. You agree to pay the applicable fees for all Rental Devices, using the same payment method and payment period as your payments for Telesystem Hosted Station Services. Telesystem will pro-rate the fees for any equipment for the initial period from the start of the rental period until the end of then-current billing period for the Hosted Station Services. The rental period will begin on the date a Rental Device is delivered to the customer.

Services with respect to a Rental Device commence on the date the Rental Device is delivered to the customer and terminate upon at the end of the term for the Telesystem

Hosted Services. Notwithstanding the above, you may terminate the rental services without paying any rental fees for that Rental Device within thirty (30) days after the date the Rental Device is delivered to you upon timely written notice to Telesystem.

Upon any termination of the rental Agreement, you agree to return all Rental Devices (including all accessories and materials that were provided with the primary hardware device) to Telesystem in accordance with the Return or Purchase Rights section below. If you do not return a Rental Device within five business days following the termination of the rental Agreement, you will be deemed to have purchased that Rental Device at a purchase price equal to (1) during the first 12 months after you received the Rental Device, 100% of the Rental Device's then-current Telesystem list price shown on Telesystem's website, or (2) after such 12 month period, 80% of such list price, and you agree to pay the applicable purchase price.

If you wish to upgrade a Rental Device, the replacement of the current Rental Device shall be deemed a termination of the Hosted Station Services with respect to that Rental Device and be subject to the termination provisions hereof, including the return or purchase provisions for the Rental Device set forth in the Return or Purchase Rights section below; provided that Hosted Services for the current Rental Device shall be deemed to terminate, and the Hosted Services for the replacement Rental Device shall commence, on the date the replacement Rental Device is delivered to you.

Rental fees do not include taxes, fees, international usage, and other additional services. Sales taxes vary by the law in the jurisdiction of purchase or rental.

Rental Devices Ownership; Damage and Loss

Telesystem is the owner of each Rental Device unless you purchase the Rental Device. You may not grant any third party any right to use, possess, or control any Rental Device, sublease any Rental Device, attempt to dispose of any Rental Device, grant any interest or right in a Rental Device to any third party, or otherwise do anything that affects Telesystem's ownership of each Rental Device. Telesystem may, without notifying you, assign Telesystem's interest in any Rental Device. Upon Telesystem's request, you will execute and deliver to Telesystem any documents or forms for protecting Telesystem's ownership and interest in each Rental Device, including finance statements under the Uniform Commercial Code.

Upon receipt of each Rental Device, you must examine each Rental Device. Unless you notify Telesystem within five (5) business days of your receipt of a Rental Device to any issue with a Rental Device, each Rental Device is deemed to be in good working order at the time of receipt. In the event that any Rental Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, you will immediately notify Telesystem in writing and pay Telesystem a purchase price equal to (1) during the first 12 months after you received the Rental Device, 100% of the Rental Device's then-current Telesystem list price shown on Telesystem's web site, or (2) after such 12 month period, 80% of such list price. This obligation does not apply to any damage to a Rental Device that is covered by the manufacturer's warranty.

Rental Device Usage

You agree that: (a) each Rental Device will only be used in a careful and proper manner and in accordance with any written instructions provided by Telesystem, as instructions may be updated by Telesystem or the manufacturer of the Rental Device from time to time; (b) each Rental Device will be used with due care and will not be defaced, modified, or used or operated in any manner or for any purpose in violation of any federal, state, or local law or regulation; (c) each Rental Device must remain within the United States and may not be exported or re-exported to any country contrary to U.S. export laws; (d) any regulatory or certification markers affixed to a Rental Device may not be removed, defaced, or otherwise obstructed; and (e) each Rental Device will only be repaired subject to Telesystem's express written authorization and instructions.

Return or Purchase Rights

Returns

You agree to return fully functional and non-damaged Rental Devices to Telesystem and if you do not do so, you agree that the Rental Device will be treated as unreturned and applicable charges set forth above will be applied. You agree to pay all shipping and handling charges related to any Rental Device and related hardware returns.

All Rental Devices and related hardware must be fully functional, include all components, manuals, peripheral devices, and all other accessories that were originally shipped with the Rental Device. A fee of thirty dollars (\$30) will apply for each missing item or for each item we determine is damaged or not in good working condition.

Before returning any Rental Device or hardware that has data in its memory, please transfer all files you wish to retain to another file. Once the hardware is returned, your files cannot be recovered and you release Telesystem of any liability for any lost, damaged, or destroyed files, data, or other information.

Purchases

You may purchase a Rental Device at any time following 12 months from the date you received the Rental Device for 80% of the Rental Device's then-current Telesystem list price shown on Telesystem's website.

Other Remedies

If you breach this Agreement Telesystem may, in addition to any remedies available at law, in equity, or as otherwise set forth in this Agreement, take possession of any or all Rental Devices without demand or notice and you hereby waive any and all damages occasioned by that taking of possession.

Warranty Disclaimer

EACH RENTAL DEVICE AND ANY TELEPHONE HARDWARE PURCHASED IN CONNECTION WITH THIS RENTAL AGREEMENT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND TELESYSTEM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY,

WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF OR ANY COUNTRY. TELESYSTEM MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY RENTAL DEVICE WILL BE DELIVERED TO YOU BY A PARTICULAR DATE OR IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS).

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN WARRANTIES AND THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT TELESYSTEM CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

General Terms

You authorize us to collect any payment owed by you hereunder from your payment method. The Retail Master Services Agreement (including all terms and conditions) constitutes the complete, final, and exclusive embodiment of the entire agreement between you and Telesystem. In signing the Agreement, you represent to Telesystem that you have full power and authority to perform all of its obligations hereunder.

BUCKEYE TELESYSTEM HIGH SPEED INTERNET DEDICATED INTERNET ACCESS SERVICE DISCLOSURES

Consistent with FCC regulations,¹ Buckeye Telesystem (“Buckeye”) provides this information about our Dedicated Internet access (“DIA”) services. We welcome questions or comments about this information. You may contact us in person at 4818 Angola Road, Toledo, Ohio 43615, or by phone at 419-724-9898 (Toledo, OH/SE Michigan customers), 419-502-9898 (Sandusky/Huron, OH customers),

NETWORK PRACTICES

General description. We continually monitor our network and traffic patterns and make changes we deem necessary to manage and improve overall network performance. Buckeye uses reasonable, nondiscriminatory, network management practices to improve overall network performance to ensure a high-quality online experience for all users. Our network management practices do not target any specific content, application, service, or device. As network management issues arise and as technology develops, we may employ additional or new network management practices. We will update these disclosures as necessary.

Related documents and disclosures. Use of our DIA service is also governed by:

- BEX Acceptable Use Policy, available at www.telesystem.us/terms-of-service
- DIA Service Level Agreement (SLA), available at www.telesystem.us/terms-of-service
- Website and Subscriber Privacy policy, available at www.telesystem.us/terms-of-service

These documents contain important information regarding DIA service and its use. We encourage you to read them.

Congestion Management. We describe in this section network management practices used to address congestion on our network.

Congestion management practices used:

Given that the service provided is a dedicated connection to the Internet, no congestion management practices are either required or used.

Application-Specific Practices. Not Applicable.

Device Attachment Rules. Not Applicable.

¹ 47 CFR 8.3 and *In re: Preserving the Open Internet, Broadband Industry Practices, Report and Order*, 22 FCC Rcd 17905 (2010).

Network and End User Security.

Practices used to ensure security of the network, including triggering conditions. Buckeye uses a variety of industry standard practices to protect our network from harmful attacks.

Traffic monitoring: Viruses, worms, Trojans, and other “malware” or “spyware” pose a significant threat to our network and users. In an effort to minimize these threats, Buckeye constantly monitors the activity and traffic patterns of its network. If we reasonably determine that originating traffic from a user is a form of harmful traffic, we will suppress the flow of some or all of the traffic from that user until we determine the harmful traffic has ceased or that the traffic is legitimate traffic.

PERFORMANCE CHARACTERISTICS

General Service Description. Our DIA service provides a direct fiber link to Buckeye’s core network and includes wiring (either via copper or optical fiber) to equipment that terminates the wiring connection. Buckeye’s core network serves as the aggregation point for all of its traffic destined to or inbound from the public Internet, and constitutes the point of demarcation between Buckeye and its Tier 1 providers. Through the Service, Buckeye serves as a local Internet service provider (ISP). The Service enables commercial subscribers to access all lawful content, applications, and services of their choice available on the Internet.

Service technology. The DIA service can be delivered over any of the following transport methods: Synchronous Optical network (SONET), Carrier-Grade Ethernet backbone, or via a private, third-party wholesale arrangement. Service is provided using a dedicated transport method (either Digital Signaling (DS-X), Optical Carrier (OC-X), or Ethernet. This is a dedicated connection, where the customer has exclusive use of the upstream and downstream bandwidth.

Expected and actual speeds and latency:

Expected performance. Buckeye provides commercial customers with a variety of high speed Internet plans from which to choose, with virtually any bandwidth in both upstream and downstream that the customer desires.

Speed. Buckeye engineers its core network to ensure that its DIA customers can enjoy the speeds to which they subscribe. However, Buckeye does not guarantee that a customer will actually achieve those speeds at all times due to factors beyond its control, including Internet congestion or the performance of particular websites. Buckeye advertises its speeds up to a maximum level based on the tier of service to which a customer subscribes. Accordingly, the speeds advertised for Buckeye’s DIA service describe the maximum upload and download speeds that subscribers are likely to experience.

Latency. Latency is another measurement of Internet performance. Latency is the time delay in transmitting or receiving packets on a network. Latency is primarily a function of the distance between two points of transmission, but also can be affected by the quality of the network or networks used in transmission. Latency is typically measured in milliseconds, and generally has no significant impact on typical everyday Internet usage. Buckeye guarantees that the aggregate monthly average of hub to hub latency will not exceed 25 milliseconds if the service is provided over Buckeye-owned facilities.

Actual speed and latency performance. DIA customers should experience actual speeds and latency in most cases that conforms to their contract service levels. Although Buckeye delivers full line rate for all DIA customers from the customer demarcation point to the Buckeye core network, actual

speed performance in terms of speed and latency may vary depending upon network conditions and other factors. For example, experienced broadband performance may be affected by the capabilities and limitations of the consumer's own computer or local area network ("LAN") devices such as WiFi routers, or by the performance of content and applications providers the consumer is accessing. Actual latency experienced should be 2 milliseconds or less from the customer demarcation point to Buckeye's core network.

Customer Speed Test. Buckeye provides DIA customers with use of an online speed test from all of our IP addresses, available at <http://speedtest.buckeyecablesystem.com/st.html>. DIA customers who choose to receive their own IP address allocations from the American Registry for Internet Numbering ("ARIN"), may be unable to utilize Buckeye's customer speed test.

Suitability of the Service for Real-time Applications. Our DIA service is suitable for typical real-time applications including messaging, voice applications, video chat applications, gaming, streaming media. If users or developers have questions about particular real-time applications, please contact us in person at 4818 Angola Road, Toledo, Ohio 43614 or by phone at 419-724-9898 (Toledo/SE Michigan customers), or 419-502-9898 (Sandusky/Huron, OH customers).

Specialized Services.

Buckeye does not provide any additional specialized services that share capacity with the DIA service.

COMMERCIAL TERMS

Prices. Monthly prices for our DIA service are contractual and vary based upon contractual term, service bundling and construction requirements. Please contact an account executive at 419-724-9898 (Toledo/SE Michigan area) or 419-502-9898 (Sandusky/Huron, OH area) for a specific DIA quote.

Fees for early termination. 100% of the remaining monthly recurring charge, plus any waived non-recurring/installation fees will become immediately due upon terminating the service prior to the end of a contract.

Fees for additional network services. Buckeye offers additional static IP addresses for an extra charge. Please contact an account executive at 419-724-9898 (Toledo/SE Michigan area) or 419-502-9898 (Sandusky/Huron, OH area) for a specific DIA quote.

Websites and Subscriber Policy. In connection with use of the Buckeye Express High Speed Internet Service subscription or visitation of one of Buckeye's websites, certain personally- identifiable information will be collected and maintained. This information is collected for use by Buckeye for financial, tax and accounting purposes and in rendering certain services such as accounting, billing, and marketing, and in monitoring unauthorized reception or use of Buckeye services. Buckeye may disclose this information if necessary to render or conduct legitimate business activity related to the Service or other service provided to subscribers, or under legal compulsion. We will not otherwise use this information without prior written or electronic consent. For additional information concerning this policy, please refer to our Websites and Subscriber Privacy policy, available at www.telesystem.us/terms-of-service/

Redress Options. Buckeye welcomes questions about its DIA service. Buckeye publishes company contact information to the public at large on its website, available at <http://www.telesystem.us/support/contact/> For all complaints, we will provide an initial response within 15 business days of receipt. We will attempt to resolve complaints informally, escalating the matter to senior management if needed. This section discloses redress options for end-users and edge

providers.

End-user complaints and questions. Buckeye provides DIA customers multiple means of resolving complaints and submitting questions to the company. DIA customers are provided customer contact information on the website <http://www.telesystem.us/support/contact/> Customers may contact Buckeye concerning their service by telephone. Buckeye employees are available Monday – Friday (excluding holidays) 7am – 7pm. Representatives are available on a 24/7 basis to answer service issues and/or complaints. Customers also may reach Buckeye employees via in-bound email and messages are responded to promptly. In addition, once each year, Buckeye owners and senior executives encourage customer contact by sending their office and personal telephone numbers.

Edge provider complaints and questions. Buckeye publishes company contact information to the public at large, including edge providers, on its website, available at <http://www.telesystem.us/support/contact/> Edge providers may also contact Buckeye via the contact information maintained by ARIN with questions concerning Buckeye's DIA service. Or, contact may be initiated through Penny Perrine by phone at 419-724-7220 or via email at pperrine@cablesystem.com.