

AGREEMENT FOR AMERITECH CENTREX SERVICE

BETWEEN

THE OHIO BELL TELEPHONE COMPANY

AND

THE STATE OF OHIO

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**AGREEMENT FOR AMERITECH CENTREX SERVICE  
BETWEEN  
THE OHIO BELL TELEPHONE COMPANY  
AND  
THE STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

This Agreement (the "Agreement") is entered into by and between The Ohio Bell Telephone Company ("Ohio Bell"), an Ohio corporation, with principal offices at 45 Erieview Plaza, Cleveland, Ohio, and The State of Ohio, acting by and through its Department of Administrative Services ("Customer"), with offices at the Columbus State Office Tower, 30 East Broad Street, Columbus, Ohio. The terms, conditions and definitions herein and in the Attachments shall be referred to as the "Agreement" unless the context requires otherwise.

Wherein, Ohio Bell is a regulated entity subject other jurisdiction, rules, regulations, and orders of the Public Utilities Commission of Ohio ("PUCO"), and Federal Communications Commission ("FCC") where applicable;

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

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

2.0 Term of Agreement. The Agreement shall be effective as of \_\_\_\_\_, 19\_\_ (the "Effective Date"). The Services will be provided for a period of 120 months beginning on the date that the Services are first provided to Customer (the "Service Period"). The term of the Agreement begins on the Effective Date and continues until the end of the Service Period, unless cancelled or terminated as provided herein. Furthermore, this Agreement supersedes any prior agreement for Centrex Services as specified in paragraph 32.0 herein, and neither party is obligated to fulfill any provisions or to pay any termination liability from any previous agreement.

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

OHIO BELL OBLIGATIONS

4.0 Services and Provided Features

4.1 General Scope of Services. The Central Office based Services provided pursuant to the Agreement are designed to process direct inward dialing to stations, direct outward dialing, intercom calls and network access. Ohio Tell will furnish, install and maintain up to Customer's Network Interface all equipment, cable and materials necessary to provide the Services in accordance with the Agreement. The Services are provided pursuant to Section 9 of Ohio Bell's Exchange and Network Services Tariff, P.U.C.O. No. 1, ("PUCO No. 1").

4.2 Service Features. Only those features specified in Attachment 3 have been included in the Rates specified in Attachment 4 of the Agreement.

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

6.0 Rate Stability. The rates set forth in Attachment 4 of this Agreement will apply to all new or existing Centrex-Large and Centrex 100 systems throughout the State of Ohio, with a minimum of not less than five (5) Centrex lines per system. The Variable Term Payment Plan ("VTPP") Service Rates and Non-Recurring Charges specified in Attachment 4 of the Agreement shall not be subject to Ohio Bell or PUCO initiated rate increases for the term of the Agreement.

#### CUSTOMER OBLIGATIONS

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

- A. 23,560 Voice, electronic key, or high speed data lines; (the "Initial Lines");
- B. 1,146 Pair-at-a-time Local Serving Increments ("LSIs"); and
- C.   4 LSI Complements, 2,100 Pair
  - 1 LSI Complement, 1,500 Pair
  - 2 LSI Complements, 1,200 Pair
  - 1 LSI Complement,   900 Pair
  - 9 LSI Complements,   600 Pair
  - 3 LSI Complements,   400 Pair
  - 9 LSI Complements,   300 Pair
  - 8 LSI Complements,   200 Pair
  - 36 LSI Complements,   100 Pair

7.1 System Minimum. Except as provided for in subparagraph 7.3 following, to continue to qualify for the category of Centrex Service pricing provided by this Agreement, Customer must at all times during the term of the Agreement subscribe to a minimum of 100 voice, electronic key, high speed data lines or a combination thereof for a Centrex Large system, or 5 voice, electronic key, high speed data lines or a combination thereof for a Centrex 100 system ("System Minimum"). Hot spare lines, those lines which are fully connected and wired as part of the Services but not activated, are not included in determining whether the Customer has met the System Minimum. In the event that the number of lines in service is at anytime less than the System Minimum, but greater than the Minimum Line Amount set forth in Section 7.2, below, Ohio Bell will bill Customer and Customer will pay for a minimum of 100 lines for a Centrex Large system, or a minimum of 5 lines for a Centrex 100 system. This obligation shall be continuous throughout the term of the Agreement regardless of the number of lines the Customer has in service. In the event that the number of lines in service is less than the System Minimum and less than the Minimum Line Amount, Customer will (a) incur the termination liability provided for in Section 24.2, below and will pay to Ohio Bell the amounts provided for and calculated in accordance with that Section and (b) remain liable for and pay to Ohio Bell for the remainder of the term of the Agreement the charges for the System Minimum at the monthly rates specified in Attachment 4.

7.2 Minimum Amounts. If at any time during the term of the Agreement, Customer subscribes to less than 70% of the Initial Lines (or less than 16,492 lines), 70% of the pair-at-a-time LSIs (or 802 LSIs), and all of the LSI complement set forth in Section 7.0 (the "Minimum Line Amount", "Minimum Pair-At-A-Time LSI Amount", and "Minimum LSI Complement Amount" respectively), Customer will pay to Ohio Bell the amounts calculated by application of the formula set forth in Section 24.2 below.

7.3 Columbus Centrex System Minimum. In order to continue to qualify for the rates set forth in Attachment 4 of this Agreement, the Customer agrees to maintain at all times during the term of this Agreement a minimum of 13,881 voice, electronic key, high speed data lines or a combination thereof for the Columbus Centrex system. In the event that the number of lines in service for the Columbus Centrex system is at anytime less than 13,881 lines then this Agreement will automatically terminate and the Customer will convert to the then current, generally available, rates, terms, and conditions for Centrex Service.

7.4 Growth. If additional Lines and/or LSIs are desired at existing or new locations within the same serving central office, for each system, by the Customer during the term of the Agreement, Customer may order and pay for them at the pair-at-a-time rates specified in Attachment 4, or may upgrade to a larger sized complement or may add additional complements at the rates in effect on the Effective Date of the Agreement. Termination charges do not apply to additions or upgrades to larger sized complements. When the number of Lines at a location drops below the next smaller complement plus one and there is no termination charge, Customer must downgrade to the smaller complement.

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

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

10.0 Applicable Taxes. The State of Ohio is exempt from all state and local taxes. The State of Ohio does not agree to pay any taxes.

11.0 Terms of Payment.

11.1 Payment Due Date.

A. Payments under this Agreement shall be due on the 30th calendar day after the later of:

- (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or;
- (2) The date the Services are accepted in accordance with the terms of this Agreement.

B. The date of the warrant issued in payment shall be considered the date payment is made.

11.2 Interest on Overdue Payments. Section 126.30 of the Ohio Revised Code is applicable to this Agreement and requires payment of interest on overdue payments for all proper invoices for which the required payment date occurs on or after July 1, 1985. The interest charge shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code.

11.3 Invoice Requirements. Invoices shall be submitted in an original and three (3) copies to the office designated in the purchase order "bill to address" to receive invoices. A proper invoice must include the following information and/or attached documentation:

- (1) Name and address of business concern as designated in this Agreement.
- (2) Federal Tax Identification Number of business concern designated in this Agreement.
- (3) Invoice remittance address as designated in this Agreement.
- (4) Description including time period, and serial number, when applicable, unit price, quantity, and total price of the Services actually delivered or rendered as specified in the purchase order. If the invoice is for lease purchase, the payment number, e.g., 1 of 36, shall also be indicated.

11.4 Notification of Price Increase. Notification of any price increases for lease, maintenance or other charges, as allowed by this Agreement, must be submitted to the purchase order "bill to address" no later than sixty (60) days prior to the effective date of the price increase. This notification shall specify, when applicable, the product serial number, location, current price, increased price and purchase order number.

11.5 Improper Invoices. If an invoice contains a defect or impropriety and/or it is not a proper invoice as defined in this section or if notification of price increases were not supplied as required by this section, a written notification and the improper invoice shall be sent to the business concern at the address designated for receipt of purchase orders within fifteen calendar days after receipt of the invoice. The notice shall contain a description of the defect or impropriety and any additional information necessary to correct the defect or impropriety. If such notification has been sent, the required payment shall be sixty days after receipt of a proper invoice or product acceptance whichever is later.

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

13.0 Change in Primary Location. A change of the Primary Locations outside of the same serving central office area constitutes a termination of the Agreement and Termination Charges as specified in paragraph 24.2 will be paid by Customer to Ohio Bell. The term "same serving, central office" means a building controlled by Ohio Bell intended for and consisting of telecommunication switches, systems and related equipment used to provide Services to the Customer. The Primary Locations are specified in Attachment 2 of the Agreement.

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

A. Extend the Agreement for one additional three or five year period, but in no event to exceed the Service Period, at rates not greater than 115% of the original rates for a 3 year renewal, or 120% of the original rates for a 5 year renewal.

B. Enter into a new agreement; or

C. Automatically revert, on expiration of the Agreement, to the then current monthly rates for the appropriate Centrex service in PUCO No. 1.

15.0 Non-Disclosure. Customer recognizes that the Rates and Charges described in and provided under the Agreement are confidential and proprietary to Ohio Bell. Customer will maintain the confidentiality of the Rates and Charges and will not disclose any information regarding these items, in so far as permitted by law, to any person or entity other than those employees of Customer with a need to know in order to perform the Agreement. Customer agrees that the terms and conditions of the Rates and Charges remain the exclusive property of Ohio Bell and that Customer will use these items only for purposes of performing Customer's obligations under the Agreement. Nothing herein limits Customer's right to use and disseminate information relating to these items if they are made public by Ohio Bell or American Information Technologies Corporation ("Ameritech") without protection. This paragraph survives assignment, termination, cancellation or expiration of the Agreement.

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

- A. Notifying Ohio Bell, prior to Ohio Bell's commencement of any work under the Agreement, of any environmental hazards known to Customer, including but not limited to the presence of friable asbestos, which are present in the premises;
- B. Removing or abating, at Customer's expense, the risk posed by such environmental hazard when required by law or deemed necessary by Ohio Bell, based upon the Occupational Safety and Health Act (OSHA) regulations, in the exercise of its reasonable judgment;
- C. Adopting, at Customer's expense, any other work site safety measures required by law or deemed necessary by Ohio Bell, based upon the OSHA regulations, in the exercise of its reasonable judgment.
- D. Nothing described above shall be construed to obligate Customer to provide Ohio Bell personnel any safety measures which Ohio Bell is required by law to provide its personnel or which are used customarily by such personnel in providing Services to Ohio Bell customers.

E. Notwithstanding any other provision of the Agreement:

- i. Ohio Bell may suspend performance or pursue any other remedies provided for under the Agreement if Customer unreasonably delays or fails to comply with this provision after written demand therefore by Ohio Bell; and
- ii. In the event any of the measures described above are unreasonably expensive, Customer may request that Ohio Bell suspend its performance until such time as the alternative remedy or course of performance is secured or agreed upon; provided, however that either party may terminate the Agreement where such suspension lasts longer than 60 days.

GENERAL PROVISIONS

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

18.0 Assignment. Except as may be ordered pursuant to State or Federal authority, the Agreement may not be assigned by either party without the express written consent of the other party and the approval of the PUCO, if required. Such consent shall not be unreasonably withheld by either party. Except as provided herein, the Agreement inures to the benefit of, is binding upon, and enforceable against, the successors and assigns of the parties.

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

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

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

22.0 LIMITATION OF LIABILITY. In no event shall either party be liable for any indirect or consequential damages, including but not limited to loss of profit, even if either party had been advised, knew, or should have known of the possibility of such damages. Notwithstanding any language to the contrary, Ohio Bell shall be liable for any personal injury or damage to real property or tangible personal property, caused by the fault or negligence of Ohio Bell. Except as specified herein with respect to personal injury, damages to real property, or tangible personal property, the Customer's sole remedy for Ohio Bell's negligent performance or failure to perform under the Agreement shall be for direct damages only, and shall consist solely of its monthly Rates and Charges hereunder for the time and to the extent Customer was out of service due to Ohio Bell's negligence or failure to perform.

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

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

Upon the failure by the defaulting party to timely cure any default after notice, the non-defaulting party may immediately declare this Agreement for the Services (or, in the case of a default not relating to all services provided hereunder, that portion of the Agreement directly affected by such default) terminated for cause without further notice and/or pursue its other remedies as specified in Ohio Bell's tariffs and in the Agreement. Termination or cancellation of the Agreement by Ohio Bell for cause shall give rise to termination or cancellation charges specified in Section 24.0. Termination or cancellation of the Agreement, or any portion thereof, does not affect any other services provided to Customer by Ohio Bell.

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

24.1 Cancellation. If Customer cancels the Agreement prior to the Cutover, then Customer will pay to Ohio Bell an amount equal to the sum of all costs incurred by Ohio Bell in connection with purchasing, installing, engineering and designing facilities and equipment and any other work performed in anticipation of its fulfilling its duties under the Agreement. In no event will this amount exceed the sum of all the non-recurring and termination charges which would apply if the Services had been provided. This Agreement may be terminated by Ohio Bell on 60 days notice to the Customer for non-payment or late payment (payment 30 or more days after the payment due date on the bill statement), of any sums due Ohio Bell for Services, for failure to perform any obligation under this Agreement; either party may terminate Agreement when continued performance would violate either state or federal law or regulation. If during the sixty day notice period Customer would cure the non-payment or late payment or other cause for termination, then Ohio Bell shall not terminate this Agreement.

24.2 Termination Liability. If Customer terminates this Agreement subsequent to Cutover, Customer agrees to pay Ohio Bell the termination charges as set forth below:

i. Lines and Pair-at-a-Time LSIs. If Customer reduces its lines in service below the Minimum Line Amount or Minimum Pair-at-a-Time LSI Amount for the category set forth in Section 7.2 above, then Customer will elect, be liable for and pay to Ohio Bell an amount determined in accordance with one of the following:

- a. Customer will continue to pay to Ohio Bell each month an amount equal to the product of the applicable monthly line rate multiplied by an amount equal to the Minimum Line Amount or Minimum Pair-at-a-Time LSI Amount for the remainder of the term of the Agreement; or
- b. Customer will pay a termination charge for the number of disconnected lines or LSIs which reduce the total lines or LSIs in service in any month below the Minimum Line Amount or Minimum Pair-at-a-Time LSIs Amount. Customer will continue to pay for the lines and LSIs in service. The termination charges will be calculated using the following formulas, whichever is applicable:

(MINIMUM LINE AMOUNT LESS THE NUMBER OF LINES SERVICE)	X	MONTHLY RATE	X	NUMBER OF MONTHS REMAINING IN THE TERM OF THE AGREEMENT	IN
		(Includes Exchange Access as specified in Attachment 5 and Voice Line)			
(MINIMUM PAIR-AT-A-TIME LSI AMOUNT LESS THE NUMBER OF PAIR-AT-A- TIMES IN SERVICE)	X	MONTHLY PAIR-AT- A-TIME LSI AMOUNT	X	NUMBER OF MONTHS REMAINING IN THE TERM OF THE AGREEMENT	

If Customer fails to elect, then he will be deemed to have elected Section 24.2, i, a above.

ii. LSI Complements. Customer will pay to Ohio Bell a one time termination charge for each LSI complement terminated. The termination charge will be an amount equal to 70% of the rate applicable to the terminated LSI complement multiplied by the number of months remaining in the term of the Agreement, calculated using the following formula:

$$\begin{array}{ccccccc} \text{MONTHLY RATE FOR} & & & & & & \\ \text{TERMINATED LSI} & & \text{X} & & \text{70\%} & & \text{X} & & \text{NUMBER OF MONTHS} \\ \text{COMPLEMENT} & & & & & & & & \text{REMAINING IN THE} \\ & & & & & & & & \text{TERM OF THE} \\ & & & & & & & & \text{AGREEMENT} \end{array}$$

iii. Feature Termination. The termination charges set forth in Section 24.2 apply to changes in the number of lines in service. They do not apply to reductions in the number of features applied to those lines in service.

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

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

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

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

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

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

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

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

33.0 Authority. Each party has full power and authority to enter into the Agreement, and the person signing the Agreement on behalf of a party represents that he/she has been properly authorized and empowered to enter into the Agreement, understands it, and agrees to be bound by all of its terms, conditions and provisions.

34.0 Incorporation. The WHEREAS and NOW clauses are a part of the Agreement. All Exhibits and documents referenced herein are a part of the Agreement.

35.0 Non Appropriation of Funds. It is understood that the State of Ohio's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is terminated as of the date that the funding expires without further obligation of the State of Ohio. However, Customer further represents that this section shall not be construed to permit the termination of this Agreement in order to acquire other equipment or service to perform essentially the same functions as Ameritech Centrex.

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

If intended for Customer:

Director  
Department of Administrative Services  
The State of Ohio  
40th Floor  
30 E. Broad St.  
Columbus, Ohio 43266-0401

Telecommunications Administrator  
Department of Administrative Services  
The State of Ohio  
39th Floor  
30 E. Broad St.  
Columbus, Ohio 43266-0401

If intended for Ohio Bell:

Contract Administrator  
The Ohio Bell Telephone Company  
75 Erieview Plaza, Rm. 232  
Cleveland, Ohio 44114

Account Manager - The State of Ohio  
The Ohio Bell Telephone Company  
150 E. Gay St., Rm. 14D  
Columbus, Ohio 43215

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

The State of Ohio

*AW*  
By: *Walter J. McElrath*  
Title: *Deputy Director, DAS*  
Date: *12/9/92*

The Ohio Bell Telephone Company

By: *Say & Krentel*  
Title: *MANAGER*  
Date: *12/4/92*

## GENERAL DEFINITIONS

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

Service Locations  
for  
The State of Ohio

This Ameritech Centrex Service consists of Centrex Large and Centrex 100 Systems throughout the State of Ohio.

The primary Akron Service location is:

161 S. High St.

The additional major Service locations in Akron are:

46 W. Exchange St.  
1 Cascade Plaza

The primary Canton Service location is:

220 Market St. S.

The additional major Service locations in Canton are:

101 Cleveland Ave. N.W.

The primary North Canton Service location is:

4895 Dressler Rd. N.W.

The additional major Service locations in North Canton are:

4150 Beldon Village St. N.W.  
3969 Convenience Cir. N.W.

The primary Youngstown Service location is:

1350 5th Ave.

The additional major Service locations in Youngstown are:

2545 Belmont Ave.  
737 N. Garland Ave.  
101 Federal Plaza

The primary Cleveland Service location is:

615 Superior Ave. N.W.

The additional major Service locations in Cleveland are:

750 Huron Rd.  
310 Lakeside Ave. N.W., Floor 2  
2675 E. 30 St.  
614 Superior Ave. N.W.  
1101 Center St.  
2728 Euclid Ave.  
130 W. 9  
4300 Brookpark Rd.  
4304 Green Rd., Highland Hills  
3030 Euclid Ave.  
1230 E. 6 St.  
3615 Superior Ave.  
50 Public Sq.

A separate primary Service location for Cleveland is:

10524 Euclid Ave.

The primary Toledo Service location is:

640 Jackson St.

The additional major Service locations in Toledo are:

222 W. Erie St.  
606 Madison  
136 N. Huron St.  
1 Maritime Plz.  
1810 Madison Ave.

The primary Dayton Service location is:

15 E. Fourth St.

The additional major Service locations in Dayton are:

111 W. First St.  
40 W. Fourth St.  
40 S. Main St.  
427 Washington St.  
130 W. Second St.  
1 S. Main St.  
110 S. Jefferson St.

The primary Columbus Service location is:

65 S. Front St.

The additional major Service locations in Columbus are:

2 Nationwide Plz.	315 Phillipi Rd.
25 S. Front St.	1313 Chesapeake Ave.
386 S. Fourth St.	1500 Dublin Rd.
30 E. Broad St.	1272 S. Front St.
220 Parsons Ave.	485 S. Parkview
275 E. Broad St.	8 E. Long
384 Greenlawn Ave.	78 E. Chestnut St.
2 S. High St.	899 E. Broad St.
111 N. Fourth St.	2827 W. Dublin-Grannville Rd.
246 N. High St.	727 E. Main St.
2000 Toronado St.	358 N. Parkview Ave.
1317 Chesapeake	2121 Corvair Blvd.
16 E. Broad St.	2170 Nowey Rd.
280 E. Broad St.	4094 Sullivant Ave.
37 W. Broad St.	600 E. 11th Ave.
62 E. Broad St.	226 W. Fifth St.
830 Kinnear Rd.	180 E. Broad St.
1571 Perry St.	1700 Watermark Dr.
1335 Dublin Rd.	35 E. Chestnut St.
183 E. Mound St.	65 E. State St.
40 S. High St.	1030 Freeway Dr. N.
4795 Evanswood Dr.	3201 Alberta St.
145 S. Front St.	2130 W. Broad St.
277 E. Town St.	1281 S. Front St.
900 E. Broad St.	584 W. Broad St.
236 E. Town St.	800 Freeway Dr. N.
121 N. High St.	1777 Old Shey Ct.
1960 W. Broad St.	395 E. Broad St.
364 S. Fourth St.	1050 Freeway Dr. N.
650 Harmon Av.	11781 State Route 762
1387 Goodale Blvd.	1030 King Ave.
300 E. Wilson Bridge Rd.	3333 Indianola Ave.
660 E. Main St.	4849 Groveport Rd.
560 Harmon Av.	180 E. Engler St.
131 N. High St.	106 N. High St.
1600 Watermark Dr.	77 S. High St.
400 Dublin Ave.	2400 Olentangy River Rd.
35 E. Gay St.	30 W. Spring St.
41 S. High St.	600 W. Spring St.
632 E. 11th Ave.	278 N. Fifth St.
900 Freeway Dr. N.	800 E. 17th Ave.
1275 W. Lane Ave.	462 W. Broad St.
88 E. Broad St.	309 S. Fourth St.
1800 Watermark Dr.	2470 North Star Rd.
740 E. 17th Ave.	2100 Stella Ct.
1956 W. Broad St.	1121 Kinnear Rd.
150 E. Gay St.	413 E. Broad St.
51 N. High St.	400 E. Town St.
172 E. State St.	2105 S. Hamilton Rd.
700 Morse Rd.	1401 Goodale Blvd.
1160 Dublin Rd.	4545 Groves Rd.
2151 Carmeck Rd.	4300A Kimberly Pkwy.
2323 W. Fifth Ave.	22 W. Gay St.
50 W. Broad St.	8895-A E. Main St.
2941 Kenny Rd.	

Ameritech Centrex Service Features for  
The State of Ohio

This Ameritech Centrex Service consists of Centrex Large and Centrex 100 Systems throughout the State of Ohio. The following is a list of Centrex features. The availability and function of the features may vary by serving central office.

- \*Add-on Conferencing
  - \*Automatic Callback Calling
  - \*Call Diverting
  - \*Call Forwarding Busy and Don't Answer
  - \*Call Forwarding Variable Inside/Outside
  - \*Call Hold
  - \*Call Park#
  - \*Call Pick-up
  - \*Call Waiting and Distinctive Call Waiting
  - \*Cancel Call Waiting
  - \*Consultation Hold
  - \*Denied Originating Line
  - \*Denied Terminating Line
  - \*Dial Access to Private Facilities and Dedicated Interexchange Carrier Trunks
  - \*Direct Connect Originating and Terminating
  - \*Direct Outward Dialing
  - \*Directed Call Pick-up
  - \*Distinctive Ringing
  - \*Hunting
  - \*Identification of Ohio Bell Billed Outgoing Local Message Unit and Toll Charges when Dialed Direct
  - \*Intercommunication between Lines and Trunks
  - \*Last Number Redial#
  - \*Line Transfer
  - \*\*Multi-Port Conferencing (one per system)
  - \*Night Answer
  - \*Speed Calling
  - \*\*Uniform Call Distribution Without Queuing
- \*These Station Line features are provided with the Ameritech Centrex Service Voice Lines as set forth in Attachment 4, Page 1 of 6, at no additional charge.
- \*\*System features are provided with the Ameritech Centrex Service at no additional rate.
- #These features are only available in the Akron, North Canton, Cleveland, Dayton, and Columbus Centrex Systems.

Electronic Key Features

Group Intercom  
Group Intercom All Call  
Individual Page from Group Intercom  
Listen on Hold  
Make Set Busy  
Message Waiting  
    Call Request  
Query Busy Station  
Multiple Message Waiting Keys per Directory Number (DN)  
Business Set Call Forward per Key  
Repeated Alert for Business Set  
Executive Ringer Cutoff

Multiple Appearance Directory Number (MADN)  
    Privacy Release  
    MADN Ring Forward  
    Secondary MADN Call Forwarding  
    MADN Bridging Capability  
    MADN Bridging Three-Way Call  
    MADN Cut-Off on Disconnect

Attendant Console Features

Call Hold  
Call Identification  
Call Park  
Call Park Recall Timer  
Call Selection  
Call Splitting  
Camp-On  
Console Screen Management  
Console Test  
Direct Trunk Group Selection  
Emergency Access to Attendant  
Flexible Console Alerting  
Interposition Calling  
Position Busy  
Power Failure Transfer  
Queuing for Attendants with Call Waiting Indication  
Recall from Satellite  
Recorded Announcement  
Speed Calling  
Switched Loop Operation  
Through Dialing  
Time of Day and Date  
Timed Reminder  
Transfer  
Trunk Group Identification  
Uniform Call Distribution from queue  
Wild Card Key

Ameritech Centrex Service  
Rates and Non-Recurring Charges (NRC) for  
The State of Ohio

I. VTPP Items (Contract)

	<u>120 Month Rate</u>	<u>NRC</u>
<u>Voice Line, Each,</u>		
With Ohio Bell Feature Activation*	\$ 6.35	\$ 35.00
Without Ohio Bell Feature Activation	6.35	9.00
 <u>Electronic Key Line</u>		
Service Establishment Charge, per initial installation, per location	\$ 0	\$ 100.00
per line		
With Ohio Bell Feature Activation*	\$ 7.35	\$ 35.00
Without Ohio Bell Feature Activation	7.35	9.00
 <u>Electronic Key Capability</u>		
<u>Optional Features</u>		
Electronic Key Range Extender, per line equipped	\$ 12.00	\$ 25.00
 <u>Attendant Line</u>		
Attendant Line, each	\$ 100.00	\$ 834.00
 <u>Optional Attendant Features</u>		
Direct station selection, per 10-0 busy lamp field, per system	\$ 6.00	\$ 75.00
 <u>Six-Port Conferencing</u>		
6 Port conference circuit	\$ 33.00	\$ 75.00
 <u>Speed Calling</u>		
Each speed calling list of 1000 numbers	\$ 40.00	\$ 10.75**
Change Charge		
Each speed calling list of 1000 numbers	<u>Minimum Change Charge</u>	
	\$ 120.00	
 **Minimum charge per occasion . . . . .		
		\$ 53.05

\*If a feature can be activated with Centrex Mate and Ohio Bell activates the feature, Voice Line with Feature Activation charges apply.

	<u>120 Month Rate</u>	<u>NRC</u>
LSI .		
Pair-at-a-time, each	\$ 0	\$ 0
Pair Complements		
2100 pair - 30 E. Broad St.	\$ 0	\$ 0
2100 pair - 30 E. Broad St.	0	0
2100 pair - 77 S. High St.	0	0
2100 pair - 30 W. Spring St.	0	0
1500 pair - 615 Superior Ave. N.W.	0	0
1200 pair - 65 S. Front St.	0	0
1200 pair - 246 N. High St.	0	0
900 pair - 65 E. State St.	0	0
600 pair - 161 S. High St.	0	0
600 pair - 10524 Euclid Ave.	0	0
600 pair - 640 Jackson St.	0	0
600 pair - 25 S. Front St.	0	0
600 pair - 1800 Watermark Dr.	0	0
600 pair - 50 W. Broad St.	0	0
600 pair - 180 E. Broad St.	0	0
600 pair - 35 E. Chestnut St.	0	0
600 pair - 4300A Kimberly Pkwy.	0	0
400 pair - 40 S. High St.	0	0
400 pair - 2151 Carmeck Rd.	0	0
400 pair - 2323 W. Fifth Ave.	0	0
300 pair - 15 E. Fourth St.	0	0
300 pair - 30 E. Broad St.	0	0
300 pair - 220 Parsons Ave.	0	0
300 pair - 145 S. Front St.	0	0
300 pair - 277 E. Town St.	0	0
300 pair - 632 E. 11th Ave.	0	0
300 pair - 8 E. Long St.	0	0
300 pair - 899 E. Broad St.	0	0
300 pair - 309 S. Fourth St.	0	0
200 pair - 2 Nationwide Plz.	0	0
200 pair - 37 W. Broad St.	0	0
200 pair - 1275 W. Lane Ave.	0	0
200 pair - 88 E. Broad St.	0	0
200 pair - 51 N. High St.	0	0
200 pair - 106 N. High St.	0	0
200 pair - 77 S. High St.	0	0
200 pair - 2100 Stella Ct.	0	0

LSI

Pair Complements

	<u>120 Month Rate</u>	<u>NRC</u>
100 pair - 1 Cascade Plaza	\$ 0	\$ 0
100 pair - 220 Market St. S.	0	0
100 pair - 101 Cleveland Ave. N.W.	0	0
100 pair - 1350 5th Ave.	0	0
100 pair - 750 Huron Rd.	0	0
100 pair - 310 Lakeside Ave. N.W., Flr. 2	0	0
100 pair - 614 Superior Ave. N.W.	0	0
100 pair - 222 N. Erie St.	0	0
100 pair - 136 N. Huron St.	0	0
100 pair - 1 Maritime Plz.	0	0
100 pair - 111 W. First St.	0	0
100 pair - 40 W. Fourth St.	0	0
100 pair - 40 S. Main St.	0	0
100 pair - 130 W. Second St.	0	0
100 pair - 386 S. Fourth St.	0	0
100 pair - 111 N. Fourth St.	0	0
100 pair - 16 E. Broad St.	0	0
100 pair - 62 E. Broad St.	0	0
100 pair - 1571 Perry St.	0	0
100 pair - 183 E. Mound St.	0	0
100 pair - 236 E. Town St.	0	0
100 pair - 121 N. High St.	0	0
100 pair - 364 S. Fourth St.	0	0
100 pair - 660 E. Main St.	0	0
100 pair - 131 N. High St.	0	0
100 pair - 35 E. Gay St.	0	0
100 pair - 1956 W. Broad St.	0	0
100 pair - 150 E. Gay St.	0	0
100 pair - 172 E. State St.	0	0
100 pair - 78 E. Chestnut St.	0	0
100 pair - 226 N. Fifth St.	0	0
100 pair - 395 E. Broad St.	0	0
100 pair - 3333 Indianola Ave.	0	0
100 pair - 278 N. Fifth St.	0	0
100 pair - 400 E. Town St.	0	0
100 pair - 22 W. Gay St.	0	0

120 Month  
Rate

NRC

Electronic Key Telephone Display Features

Display called number provides suitably arranged customer-provided telephones visual indication of call status.

Display calling number provides suitably arranged customer-provided telephones visual indication of the calling number on incoming intercom calls.

Feature display provides suitably arranged customer-provided telephones visual indication of call status changes caused by features being invoked.

Call Forward/Automatic Dial Display when used by those with suitably arranged customer-provided telephones provide a visual indication of the number currently programmed for the Call Forward or the Automatic Dial features.

Call Forward Reason Display expands the usefulness of existing Call Forwarding features through a second-line display message for suitably arranged customer-provided telephones.

Calling Name Display provides suitably arranged customer-provided telephones visual indication of the name of the calling or the called party to be displayed on incoming and outgoing calls, respectively.

Enhanced Reason Display provides suitably arranged customer-provided telephones visual information on redirected calls.

Inspect Key provides suitably arranged customer-provided telephones, easy access to verify and display information about both the set's assigned features and incoming calls.

Query Time Key Display provides a visual indication of the current time and date on suitably arranged customer-provided telephones.

Auto Inspect Mode For Business Sets provides pertinent call information for intrasystem calls upon call arrival on compatible business sets equipped with display.

Calling Name Display for MADN Secondary Members enables customers to assign names to Multiple Appearance Directory Number (MADN) groups and to each secondary member of a MADN group. This allows every MADN member to be identified by a group name and a unique member name.

Calling Name/Number Delivery Blocking allows the calling party to specify on a per-call basis whether or not his/her directory number and/or name will be displayed to the called parties within his/her Centrex system.

Name Programming allows users with compatible customer-provided business sets with display to program their own sets so that their names are directly associated with their individual directory numbers.

One or any combination of  
above features

Per line equipped

with Electronic Key capability

\$ 1.00

\$ 15.00

120 Month  
Rate

NRC

Electronic Key Telephone Display Features

Display called number provides suitably arranged customer-provided telephones visual indication of call status.

Display calling number provides suitably arranged customer-provided telephones visual indication of the calling number on incoming intercom calls.

Feature display provides suitably arranged customer-provided telephones visual indication of call status changes caused by features being invoked.

Call Forward/Automatic Dial Display when used by those with suitably arranged customer-provided telephones provide a visual indication of the number currently programmed for the Call Forward or the Automatic Dial features.

Call Forward Reason Display expands the usefulness of existing Call Forwarding features through a second-line display message for suitably arranged customer-provided telephones.

Calling Name Display provides suitably arranged customer-provided telephones visual indication of the name of the calling or the called party to be displayed on incoming and outgoing calls, respectively.

Enhanced Reason Display provides suitably arranged customer-provided telephones visual information on redirected calls.

Inspect Key provides suitably arranged customer-provided telephones, easy access to verify and display information about both the set's assigned features and incoming calls.

Query Time Key Display provides a visual indication of the current time and date on suitably arranged customer-provided telephones.

Auto Inspect Mode For Business Sets provides pertinent call information for intrasystem calls upon call arrival on compatible business sets equipped with display.

Calling Name Display for MADN Secondary Members enables customers to assign names to Multiple Appearance Directory Number (MADN) groups and to each secondary member of a MADN group. This allows every MADN member to be identified by a group name and a unique member name.

Calling Name/Number Delivery Blocking allows the calling party to specify on a per-call basis whether or not his/her directory number and/or name will be displayed to the called parties within his/her Centrex system.

Name Programming allows users with compatible customer-provided business sets with display to program their own sets so that their names are directly associated with their individual directory numbers.

One or any combination of  
above features

Per line equipped

with Electronic Key capability

\$ 1.00

\$ 15.00

	<u>120 Month Rate</u>	<u>NRC</u>
<u>Ameritech Automatic Call Distribution Service</u>		
Service Establishment Charge, per Customer Group	\$ 0	\$ 1,400.00
Basic ACD		
Service Subscription, per position	16.00	75.00
Group Reconfiguration/Team Status Interface, per link	20.00	550.00
Deluxe ACD		
Service Subscription, per position	16.00	125.00
MIS Interface, per link	95.00	550.00
Optional Features		
ACD Queue Slots, per Slot	1.00	10.00
Central Office Recorded Announcement, per announcement	20.00	70.00
Interface to customer premises recorded announcement, per announcement	35.00	185.00
Interface to Operational Measurements, per link	20.00	225.00
Interface to Queue Status Indication, Single or multi-stage, per link	10.00	100.00
Interface to Music Source, per link	35.00	185.00
Subsequent Change Charges		
Change to an agent or supervisor position	0	42.00
Change to central office provided recorded announcement, per change	0	30.00
Change from Basic ACD to Deluxe ACD, per position	0	50.00
Change to ACD data tables, per occasion	0	42.00
Change to Operational Measurements interface, per occasion	0	185.00

	<u>120 Month Rate</u>	<u>NRC</u>
<u>Ameritech Centrex Mate Service</u>		
Service Establishment for Common Equipment, per Central Office	\$ 0	\$ 1,107.00
Common Equipment, per Central Office	130.00	618.00
Dial Up Data Port Access: Initial 15 Minute Increment, per Serving Central Office	46.00	19.50
<u>Digital Interface Unit</u>		
Per Digital Interface Unit	\$ 275.00	\$ 483.00
<u>High Speed Data Capability</u>		
High speed data capability feature, per line	\$ 12.25	\$ 325.00
<u>Message Waiting on Non-Electronic Key Sets</u>		
per line equipped	\$ 1.00	\$ 15.00
<u>Supplemental Telephone Numbers</u>		
Each	\$ .25	\$ 0

Ameritech Centrex Service  
Additional Rates and Charges for  
The State of Ohio

II. Non-VTPP Rates and Charges (Contract Reference Paragraph 9.0)

Station Line Exchange Access Customer subscribes to Message Rate Exchange Access with Direct Inward Dialing and Touch-Tone service as provided for in the Exchange and Network Services Tariff, P.U.C.O. NO. 1, Section 9, Paragraph 1,C,2,b,(1),(aa),(i).

End User Common Line Charges will apply using the parity provisions in the Exchange and Network Services Tariff, P.U.C.O. NO. 1, Section 9.

Service and Equipment Charges (S&E) apply to establish service for Centrex station lines as provided for in Section 3 of the Exchange and Network Services Tariff, P.U.C.O. NO. 1. The current charge, per location, per occasion, is \$61.15. This charge may vary over the term of the Agreement.

Non-VTPP Non-Tariffed Items (Contract Reference Paragraph 9.0)

Program Change Charge is for a change of standard feature capabilities subsequent to the initial activation by Ohio Bell. The current nonrecurring charge is \$ 26.00 per line programmed. This charge may vary over the term of the Agreement if so ordered by PUCO.

Contract Change Charge/Complement Conversion Charge is a non-recurring charge that will apply per occasion. This enables the Customer to convert from a pair-at-a-time to a facility complement or to increase the complement size during an existing contract period. The current non-recurring charge is \$550.00. This charge may vary over the term of the Agreement if so ordered by PUCO.