

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO  
AGREEMENTS WITH EASTON TELECOM SERVICES,  
L.L.C, FOR TELECOMMUNICATIONS RELATED  
SERVICES, AND DECLARING AN EMERGENCY.**

WHEREAS, the Village requires certain telecommunications and data transmission services;  
and

WHEREAS, the Village desires to contract with Easton Telecom Services, L.L.C., for telecommunications and data transmission services necessary for Village activities.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE  
OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into agreements with Easton Telecom Services, L.L.C., for telecommunications and data transmission services. Copies of the agreements are appended hereto and incorporated herein by reference provided that such agreements shall be amended as determined necessary by the Director of Law to protect the interests of the Village of Chagrin Falls. The Mayor may execute such further documentation and perform such additional actions as may be necessary to accomplish the purposes of the agreements.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of this Village and for the further reason that this Ordinance must be immediately effective so that the Village may have uninterrupted telecommunications and data transmission services and maximize the savings available by changing service providers in a prompt fashion; wherefore, provided it receives the requisite number of affirmative votes of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: February 11, 2013

  
\_\_\_\_\_  
Council President

Submitted to the Mayor for  
his approval on this  
12 day of February, 2013

**ORDINANCE NO.: 2013- 11**  
**INTRODUCED BY: MR. PATTON**

# 2

Approved by the Mayor February 12, 2013

Frances Brick

I hereby certify that Ordinance No. 2013- 11 was duly enacted on the 11 day of February, 2013, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

Bill R. T. K.

Clerk of Council

**ADDENDUM TO THE SERVICE AGREEMENTS  
BY AND BETWEEN  
EASTON TELECOM SERVICES, L.L.C  
AND  
THE VILLAGE OF CHAGRIN FALLS, OHIO**

This Addendum No. 1 ("Addendum") is incorporated as part of the Service Agreements ("Agreement") by and between Easton Telecom Services, L.L.C., an Ohio Limited Liability Company ("Easton") and the Village of Chagrin Falls, Ohio, an Ohio Municipal Corporation ("Village") executed by the Village on the 11 day of February, 2013. This Addendum is hereby incorporated in its entirety into said Agreement. Should there be a discrepancy, dispute or conflict between the language of this Addendum and the terms and conditions of the Agreement, the language of this Addendum shall control and prevail.

**Confidentiality:** The parties are subject to the Ohio's Public Records Act, as indicated below. In the event Easton provides the Village with Proprietary Information, which Easton believes to be a Trade Secret for purposes of Ohio law, it will advise the Village prior to delivering such information to the Village. If a public records request is made for Proprietary Information that has been duly designated by Easton, the Village will provide Easton at least twenty four (24) hours' notice prior to releasing the information. The Village agrees to assert the Trade Secret exception to the Public Records on behalf of Easton, and not release the Proprietary Information in response to a Public Records Act request, provided that Easton deposits a cash bond of ten thousand dollars (\$10,000) with the Village, cooperates with the Village in asserting the Trade Secrets exception to the Public Records Act (and any other applicable exceptions), pays all of the Village's costs for such defenses, and indemnifies the Village for any expenses incurred in such defense, including but not limited to the Village's attorney fees, any statutory penalties the Village is required to pay, and any attorney fees that the Village is required to pay to others under the Public Records Act.

**Non-Appropriation:** Easton recognizes that the Agreement is at all times subject to the Village's ability to lawfully appropriate the funds necessary to participate in the Agreement. If the Village is at any time during the term of this Agreement unable to lawfully appropriate the necessary funding required by the Agreement, the Agreement shall terminate as of the date the Village's funding expires without further or continuing Village obligation.

**Taxes:** The Village is a tax exempt entity and will provide evidence of tax exemption to Easton upon request. The Village claims exemption from sales and use taxes imposed by the United States and the State of Ohio with respect to the purchase of tangible personal property and selected services.

**Assignment:** Neither party may assign or transfer any or all of its rights and/or responsibilities under the Agreement without the prior written consent of the other party.

**Subcontracting:** Easton agrees not to subcontract any of its rights and/or responsibilities under the Agreement without obtaining the express prior written consent of the Village. If subcontracting is permitted by the Village, Easton will continue to be held responsible for all of the provisions of the Agreement.

Payment: Unless otherwise disputing invoiced charges, the Village agrees to pay Easton within thirty (30) days of receipt of an invoice. Upon receipt of an invoice, the Village shall have ten (10) days to review such invoice and provide Easton with written notice of any inaccuracies or reasonably disputed items therein, and if such notice is provided, the Village shall have thirty (30) additional days in which to review and discuss the inaccurate or reasonably disputed charge with Easton and to pay or refuse payment on such inaccuracy or reasonably disputed charge. Easton agrees that the Village will not be subject to late payment charges, interest or carrying charges on any such inaccurate or reasonably disputed charge.

Payment to Easton by the Village does not constitute or imply acceptance of any portion of the services.

Choice of Law/Forum: The Agreement is made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio. Any controversy or claim, whether based upon Agreement, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the Agreement, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

Public Records: Subject to the Confidentiality provision, above, Easton agrees and acknowledges that any written work product created by Easton during the term of the Agreement may be a public record and agrees to maintain such records in a manner that is consistent with the Village's public records policy and records retention policy. All responses to public records requests shall be processed by the Village.

No Indemnification: Notwithstanding language to the contrary in the Agreement, the Village shall neither indemnify nor hold Easton harmless for any reason whatsoever.

The Village of Chagrin Falls and Easton hereby execute this Addendum this 11 day of February, 2013.

VILLAGE OF CHAGRIN FALLS, OHIO  
("VILLAGE")

BY: Thomas Brick  
Tom Brick, Mayor  
Village of Chagrin Falls, Ohio

EASTON TELECOM SERVICES, L.L.C.  
("EASTON")

BY: Robert E. Molas

ROBERT E. MOLAS PRES.  
(Printed Name and Title)

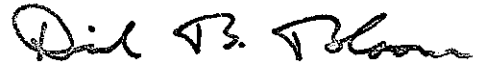
Approved as to form:

Stephen L. Byron  
Stephen L. Byron, Law Director

**FINANCIAL CERTIFICATION**

I, David Bloom, Finance Director of the Village of Chagrin Falls, Ohio hereby certify that the funds necessary to pay the obligation of the foregoing contract in this fiscal year have been appropriated and are unencumbered and are either in the treasury or in the process of collection.

February 12, \_\_\_\_\_, 2013



\_\_\_\_\_  
David Bloom, Finance Director  
Village of Chagrin Falls, Ohio



# Service Order Form

Rev. 3/2011

Physical Location				Billing Location			
Name	Village of Chagrin Falls			Name	Village of Chagrin Falls		
Address	21 W. Washington St.			Address	21 W. Washington St.		
City	Chagrin Falls	State	OH	Zip	44022	City	Chagrin Falls
				State	OH	Zip	44022
Contact	_____ Phone _____			Contact	_____ Phone _____		
Email	_____			Email	_____		

Service Information				Long Distance Rate Information			
<b>Local POTS Service Information</b>				<b>Long Distance Rate Information</b>			
Current Local Provider	AT&T			Outbound	Toll Free		
Underlying Easton Local Carrier	Paetec			Network	Paetec	Network	Paetec
New Service	<input checked="" type="checkbox"/>	Existing Service	<input type="checkbox"/>	Interstate	.049	Interstate	.049
Assume service as is:	_____			Intrastate	.049	Intrastate	.049
Line Type:	Business	<input checked="" type="checkbox"/>	RCF	International	.049	Calling Card	_____
			Residential	Estimated Usage	(current LD min. x Easton rate)		

**Other Services** Please indicate below all services included with this order and the underlying carrier.

DIA	Carrier	_____	Private Line	Carrier	_____
DSL	Carrier	_____	MPLS	Carrier	_____
VersaT	Carrier	_____	VoIP	Carrier	_____
PRI	<input checked="" type="checkbox"/> Carrier	Paetec	Conferencing	Wireless	_____

Invoice Information							
Invoice MRC	10.00	Toll Free MRC	_____	Account Code MRC	_____		
Tax Exempt	State	Fed	_____	Account Codes Verified	Non-Verified	# of Digits	_____
Multi Location	Bill to	HQ	Loc.	Bill Type	Detail	No Detail	E-bill

**Credit Information (must be completed in full)**

Federal Tax ID or SSN \_\_\_\_\_ Years in Business \_\_\_\_\_ Financial Institution \_\_\_\_\_

**Comments**

\_\_\_\_\_

### Acceptance

This agreement covers the terms and conditions of services provided through EASTON TELECOM SERVICES to Customer. Customer assumes responsibility for payment of any and all charges on Customer's lines or working telephone numbers within 25 days of invoice date. A late fee of 1.5% per month (18% per annum) of the total invoice amount will be assigned to a late payment. The Customer certifies that any credit or financial information submitted to EASTON is correct and true. The customer authorized EASTON to perform credit checks and to investigate the bank references and other credit information submitted to EASTON. Furthermore, I understand the terms and conditions of this agreement and have seen a copy of the proposed rates.

Easton reserves the right to change rates proportionally as Easton's rates from its' suppliers change.  
**CONFIDENTIALITY:** During the term and for a period of one year, neither party shall disclose any proprietary information of the other party. Proprietary information shall remain the property of the disclosing party. A party receiving proprietary information shall (1): use such information only when necessary to perform this Service; (2): provide at least the same care to avoid unauthorized use of such information as it provides to protect its own proprietary information; (3): limit access to such information to its employees or agents who need such information to perform this Service; and (4): upon request, return or destroy all such information, including copies, after the need for it has expired or upon termination of this Service.

**TERM AND SERVICE** Term of agreement is 30 days unless customer has entered into separate volume or term and service agreement with Easton. Termination of service is required in writing to Easton and requires 30 calendar days to complete.

**SERVICE CHARGES:** Subscriber shall be responsible for recurring and non-recurring charges resulting from changes in account status for the term of this Service.  
**CUSTOMER** has reviewed and initialed the local service proposal and understands all services and fees.

**LIMITATION OF LIABILITY:** In no event shall either party be liable for special, indirect, incidental, consequential or exemplary damages, including loss of profits, loss of goodwill arising from the relationship or conduct of business there under. Easton will not be liable for the actions, omissions, or negligence of any other company furnishing any portion of service to Subscriber. Easton will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to, civil disorders, fire, flood or other disasters, labor problems or regulations or actions taken by any governmental agency having jurisdiction over Easton. Subscriber shall indemnify and hold harmless Easton against (1) claims for libel, slander, or infringement of copyright arising out of the material data information, or other content transmitted over facilities furnished by Easton; (2) claims for damage to Subscriber's or authorized users premises including claims made by a third party resulting from the furnishing of service by Easton when said damage is not the result of negligence of Easton agents or employees; (3) patent infringement claims arising from combining or connecting Easton channels with Subscriber provided equipment or systems. The liability of Easton for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or equipment shall in no event exceed the amount equivalent to the proportionate charge to the Subscriber for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission occur.

**TARIFF SERVICES:** Services offered by Easton under this Agreement may be subject to various tariffs. These may include state and federal tariffs. Subscriber agrees to the terms, conditions, and limitations as set forth in such tariffs, which are available upon subscribers' request. In the event of a conflict between this Service Agreement and the appropriate tariff, the tariff shall control.

**ASSIGNMENT:** Subscriber shall not transfer, assign or convey this Service to any other party without Easton's prior written consent.

Customer Acceptance		Easton Acceptance	
Authorized Signature	<i>Thomas Brick</i>	_____	
Printed Name	Thomas Brick	Distr. Name	_____
Title	Mayor	_____	
Date	02-12-13	Date	_____



# Presale Letter of Agency

**FOR PROPOSAL PURPOSES ONLY**, the undersigned customer does hereby appoint Easton Telecom Services, L.L.C. to act as my agent with:

- Local Exchange Carriers
- Internet/Data Providers
- Equipment Vendors
- Consultants

For purposes of gathering information regarding current services.

I authorize disclosure to Easton Telecom Services, L.L.C. of my account information, including my account billing name, billing address, directory listing, service address, and my customer proprietary network information including my service and feature subscription, long distance carrier identity, and pending service order activity.

This authorization shall remain in effect until modified or revoked in writing.

Name Village of Chagrin Falls

Address 21 W. Washington St.

City Chagrin Falls State OH Zip \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Main Billing Telephone Numbers (BTNs) to be proposed			
440-R04-0434			

Customer Acceptance		Easton Acceptance	
Authorized Signature	<i>Thomas Brick</i>		
Printed Name	Thomas Brick	Distr. Name	
Title	MAYOR		
Date	2-12-13	Date	

# Letter of Agency

Customer letterhead or printed name must be inserted in the top margin of this form.

FOR EACH OF THE TELEPHONE NUMBERS LISTED HEREIN, I APPOINT EASTON TELECOM SERVICES, L.L.C. TO ACT AS MY AGENT IN ORDER TO EFFECTUATE THE COLLECTION OF ACCOUNT INFORMATION AND/OR CARRY OUT THE CHANGES AUTHORIZED HEREIN ON MY BEHALF. I understand that I may select a separate local exchange carrier, IntraLATA toll carrier, and interLATA carrier for any one telephone number.

I HEREBY AUTHORIZE THE CHANGE OF MY COMMUNICATIONS COMPANY(S) FROM THAT/THOSE, WHICH I AM CURRENTLY USING TO, EASTON TELECOM SERVICES, L.L.C. FOR EACH OF THE SERVICE TYPES I HAVE DESIGNATED BELOW.

I UNDERSTAND THAT BY SIGNING THIS LETTER OF AGENCY MY SIGNATURE SHALL UNBLOCK MY CARRIER OF CHOICE SERVICE PROTECTION TO MAKE THE CHANGE IN LONG DISTANCE SERVICE POSSIBLE. I ALSO UNDERSTAND THAT I MAY INCUR A FEE TO SWITCH MY TELEPHONE SERVICE TO EASTON TELECOM SERVICES, L.L.C. I FURTHER UNDERSTAND THAT I MAY DESIGNATE ONLY ONE CARRIER PER SERVICE FOR ANY ONE TELEPHONE NUMBER, AND THEREFORE REVOKE ANY PREVIOUS APPOINTMENTS OR SELECTIONS CONCERNING THE TELEPHONE NUMBERS LISTED BELOW.

**Local Exchange Services**

I AUTHORIZE DISCLOSURE TO EASTON TELECOM SERVICES, L.L.C. OF MY ACCOUNT INFORMATION, INCLUDING MY ACCOUNT BILLING NAME, BILLING ADDRESS, DIRECTORY LISTING, SERVICE ADDRESS, AND MY CUSTOMER PROPRIETARY NETWORK INFORMATION, INCLUDING SERVICE AND FEATURE SUBSCRIPTION, LONG DISTANCE CARRIER IDENTITY, AND PENDING SERVICE ORDER ACTIVITY.

THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY THE CUSTOMER OR BY EASTON TELECOM SERVICES, L.L.C.

I select Easton Telecom Services, L.L.C. to provide the communication service types indicated for each of the telephone numbers listed herein. (List ALL BTN, lines and toll free numbers) Please designate the telecommunications services for the telephone numbers listed below by marking the appropriate boxes.

Telephone Number	InterLATA/ Interstate/ International	IntraLATA	Local Exchange Services	Telephone Number	InterLATA/ Interstate/ International	IntraLATA	Local Exchange Services
See Attached	✓	✓	✓				

**Please provide physical address of the location for phone numbers listed above.**

Name Village of Chagrin Falls Address 21 W. Washington St.  
 City Chagrin Falls State OH Zip 44022  
 Contact \_\_\_\_\_ Phone \_\_\_\_\_

Your signature acknowledges that you understand and accept the terms and conditions of this LOA AND THAT YOU ARE DULY AUTHORIZED TO MAKE THE CHANGE(S) INDICATED BY EXECUTING THIS LOA.

Customer Acceptance		Easton Telecom Services, L.L.C. Acceptance	
Authorized Signature	<i>Thomas Brick</i>		
Printed Name	<i>Thomas Brick</i>	Distr. Name	
Title	<i>MAYOR</i>		
Date	<i>2-12-13</i>	Date	





# ISDN-PRI Term & Service Agreement

Rev. 5/2010

This ISDN-PRI Term and Service ("Agreement") is by and between EASTON TELECOM SERVICES, L.L.C. with its principal place of business at Summit II, 3046 Brecksville Road, Unit A, Richfield, Ohio 44286 and Village of Chagrin Falls (customer).

This agreement is entered into on the date of installation and shall extend through a period of (check one)

12 months  24 Months  36 Months (The checking of a box makes this an "Easton Term Plan".)

Customer Initials X JS

For the ISDN/PRI listed below:

NPA/NXX 440-247 Underlying Network Paetec

Service	QTY	Monthly Recurring Charge (MRC)	Install (NRC)
Loop			
Port			
Equipment			
<b>TOTALS</b>		<b>548.55</b>	<b>\$0.00</b>

Service	Minute Package	MRC
Local Call Pack*	Unlimited	\$0.00

\* For PRI on the One Communications network only.

**Term:** The service shall be provided for the term specified above, unless sooner terminated as provided herein. Upon expiration, the term shall be extended automatically on a month-to-month basis, unless and until either party gives the other no less than 30 days' prior written notice of termination or contract extension.

Should the subscriber discontinue the service within the stated committed time period, Easton reserves the right to bill subscriber for the amount of the monthly fees multiplied by the number of months remaining in the term agreement, less any direct and actual out-of-pocket savings, if any, enjoyed and calculable by Easton as a direct result of not providing the service. The subscriber agrees to pay said invoice upon receipt of billing, as liquidated damages for breach of customer's term commitment.

**Limitation of Liability:**

Upon occasion, during the installation and/or testing phase of placing your orders in service, costs or expenses are incurred by the Customer (e.g., to verify its our equipment or to inspect the functionality if its our equipment.) Easton will only be responsible for costs actually and directly incurred by it (and not by the Customer) or for the Customer's costs if, and only if, Easton has accepted that responsibility in writing prior to the Customer incurring those costs.

**Interest/Late Fee Charges upon Unpaid Balances**

Easton invoices Customers on a monthly basis. Those invoices are due within 25 days of the Invoice Date. Late fees or interest will be charged by Easton on the unpaid balances of its invoices to Customers beginning with the 26th day after the Invoice Date at the rate of 1.5% per month or 18% per annum until payment is received by Easton.

**Customer Understands that:**

- Easton will make all arrangements with the underlying carrier to install the above service(s) after appropriate credit requirements are met.
- Customer's ISDN-PRI services will be an Easton billed product as represented herein.
- Customer retains control over their ISDN-PRI and appoints EASTON as their agent in matters regarding the ISDN-PRI service.
- Customer may withdraw from the service at any time with thirty (30) business days prior written notice without further cost or obligation provided customer has not enrolled in an EASTON Term Plan or promotion and all invoices through the date of termination are paid in full.
- Customer will be responsible for Easton's fees based upon costs as presented above. Easton's fees as described above will be payable only after the lines have been installed, and may include a partial months' billing. Fees for service will be based on proposed information and may be altered due to tariff changes or supplier price changes without notice.
- Customer's ISDN-PRI(s) is (are) subject to disconnection if customer fails to pay their Easton invoices within twenty-five (25) days.
- Customer understands they will be responsible for all fees for service up to the time of disconnection of service including but not limited to all late fees, service fees, installation fees, termination charges and/or liquidated damages in the event of early termination of an Easton Term Plan.
- The monthly recurring charge for the ISDN-PRI service will commence immediately after acceptance by our underlying carrier.
- Installation of ISDN-PRI service is contingent upon EASTON's approval of customer's credit.
- EASTON is not responsible for charges incurred by equipment installation, equipment vendors, or any service that was not provided by EASTON for this ISDN-PRI.
- Unless otherwise noted upon expiration of a contract's time period the customer's service shall continue on a month to month basis, unless and until either party gives the other no less than 30 days written notice of termination or contract extension, if the customer's bills from Easton are then current.
- Easton reserves the right to change rates proportionally as Easton's rates from its' suppliers change.

**Acceptance**

BY SIGNATURE BELOW, CUSTOMER ACKNOWLEDGES HAVING READ THE TERMS ON THE ATTACHED AND AGREES TO BE BOUND BY THEM. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written below.

ALL RATES ARE SUBJECT TO APPLICABLE TAXES.

Customer Acceptance		Easton Acceptance	
Company Name	<u>Village of Chagrin Falls</u>	Easton Telecom Services, L.L.C.	
Signature	<u>Thomas Brick</u>	Signature	
Printed Name	<u>Thomas Brick</u>	Robert E. Mocas, President	
Title	<u>MAYOR</u>	Date	
Date	<u>2-12-13</u>	Distributor	



# New Toll Free Service Order Form

**Section 1 Physical Address** **Section 2 Billing Address**

Name <u>Village of Chagrin Falls</u>	Name <u>Village of Chagrin Falls</u>
Address <u>21 W. Washington St.</u>	Address <u>21 W. Washington St.</u>
City <u>Chagrin Falls</u> State <u>OH</u> Zip <u>44022</u>	City <u>Chagrin Falls</u> State <u>OH</u> Zip <u>44022</u>
Contact _____ Phone _____	Contact _____ Phone _____
Email _____	Email _____

**Section 3 Toll Free Information**

Rate Plan Interstate .049 Intrastate \_\_\_\_\_ Underlying Network Paetec

Please submit an order for \_\_\_\_\_ toll free numbers.

Do you prefer a specific prefix? 800  888  877  866  855

Access Availability U.S. Only  U.S. & International

Ring To _____	Ring to _____	Ring to _____	Ring to _____
Ring To _____	Ring to _____	Ring to _____	Ring to _____
Ring To _____	Ring to _____	Ring to _____	Ring to _____
Ring To _____	Ring to _____	Ring to _____	Ring to _____

**Section 4 Vanity Number Request** *To be completed when requesting a specific number.*

1st Choice _____	Ring To _____	Reserved
2nd Choice _____	Ring To _____	Reserved
3rd Choice _____	Ring To _____	Reserved

**As a condition of assignment to the customer of any reserved toll free number, Easton cannot be held responsible for any charges or expenses incurred due to changes and/or substitutions before the number is placed in service.**

\*\*Subject to additional fees when calls are placed from a payphone.

**Section 5 Easton Corporate Use Only**

Date Received _____	Initial _____	Date Reserved _____
Date in Provisioning _____	Initial _____	Date sent for activation _____
DNIS _____		

**Customer Acceptance** **Easton Acceptance**

Authorized Signature	<u>Thomas Brick</u>		
Printed Name	<u>Thomas Brick</u>	Distr. Name	
Title	<u>MAYOR</u>		
Date	<u>2.12.13</u>	Date	



**Letter of Authorization for Toll- Free Number/  
Responsible Organization Transfer Form  
Carrier Services**

**Letter of Authorization**

The undersigned Toll Free Number customer does hereby appoint Easton Telecom Services, L.L.C. (Easton) to act as its authorized agent for all matters pertaining to the toll-free number(s) listed below and certifies that it has a sole and indisputable right to use these same toll-free number(s). This agency includes, without limitation, the ordering or rearrangement of service, assignment of primary carrier service requests, disconnection of service and other requests as deemed necessary by Easton to implement the toll-free services order from Easton under the Customer Contract and associated addendums. This authorization will expire upon written notice only.

**Easton Sub Account Number**

**Toll Free Numbers**

Toll Free Number(s)	Check Box		Ring To	Account Name with Current Carrier
	Switched	Dedicated		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		

**Requested Action Easton Use Only**

Keep Existing Resp Org  Change Resp Org

Existing Resp Org Name Existing Resp Org ID

Requested Effective Date (Not Guaranteed) Service Provider Name (If different than Resp Org)

**Customer Information**

*Note: Customer information must match information on file with current toll-free carrier. If not, the request may be rejected.*

Customer Name <i>VILLAGE of Chagrin Falls</i>	Customer Street Address <i>21 W. Washington Street</i>
Customer City, State and Zip <i>CHAGRIN FALLS, Ohio 44022</i>	Customer Telephone <i>440.247.5050</i>
Authorized Personnel (Printed Name) <i>THOMAS BRICK</i>	Signature of Authorized Personnel <i>Thomas Brick</i>
Title <i>MAYOR</i>	Date (LOA expires in 30 days if transfer is not complete) <i>2-12-13</i>

**Comments/Special Instructions**

**Internal Contact Information (Easton Use Only)**

Customer Support Manager	Customer Support Manager Phone
Customer Support Manager Fax	Customer Support Manager Email



# Service Order Form

Rev. 3/2011

Physical Location				Billing Location			
Name	Village of Chagrin Falls			Name	Village of Chagrin Falls		
Address	21 W. Washington St.			Address	21 W. Washington St.		
City	Chagrin Falls	State	OH	Zip	44022	City	Chagrin Falls
Contact	Phone			Contact	Phone		
Email				Email			

Service Information				Long Distance Rate Information			
<b>Local POTS Service Information</b>				<b>Long Distance Rate Information</b>			
Current Local Provider	Fidelity			Outbound	Toll Free		
Underlying Easton Local Carrier	Paetec			Network	Paetec	Network	Paetec
New Service	<input checked="" type="checkbox"/>	Existing Service	<input type="checkbox"/>	Interstate	.049	Interstate	.049
Assume service as is:				Intrastate	.049	Intrastate	.049
Line Type:	Business	<input checked="" type="checkbox"/>	RCF	International		Calling Card	
			Residential	Estimated Usage	(current LD min. x Easton rate)		

**Other Services** Please indicate below all services included with this order and the underlying carrier.

DIA	Carrier		Private Line	Carrier	
DSL	Carrier		MPLS	Carrier	
VersaT	<input checked="" type="checkbox"/>	Carrier	Paetec	VoIP	Carrier
PRI	Carrier		Conferencing	Wireless	

**Invoice Information**

Invoice MRC	10.00	Toll Free MRC		Account Code MRC	
Tax Exempt	State <input checked="" type="checkbox"/>	Fed <input checked="" type="checkbox"/>	Account Codes	Verified	Non-Verified
Multi Location	Bill to	HQ	Loc.	Detail	No Detail
					E-bill

**Credit Information (must be completed in full)**

Federal Tax ID or SSN		Years in Business		Financial Institution	
-----------------------	--	-------------------	--	-----------------------	--

**Comments** 3 Meg Versa-T

### Acceptance

This agreement covers the terms and conditions of services provided through EASTON TELECOM SERVICES to Customer. Customer assumes responsibility for payment of any and all charges on Customer's lines or working telephone numbers within 25 days of invoice date. A late fee of 1.5% per month (18% per annum) of the total invoice amount will be assessed to a late payment. The Customer certifies that any credit or financial information submitted to EASTON is correct and true. The customer authorized EASTON to perform credit checks and to investigate the bank references and other credit information submitted to EASTON. Furthermore, I understand the terms and conditions of this agreement and have seen a copy of the proposed rates.

Easton reserves the right to change rates proportionally as Easton's rates from its' suppliers change.

**CONFIDENTIALITY:** During the term and for a period of one year, neither party shall disclose any proprietary information of the other party. Proprietary information shall remain the property of the disclosing party. A party receiving proprietary information shall (1) use such information only when necessary to perform this Service; (2) provide at least the same care to avoid unauthorized use of such information as it provides to protect its own proprietary information; (3) limit access to such information to its employees or agents who need such information to perform this Service; and (4) upon request, return or destroy all such information, including copies, after the need for it has expired or upon termination of this Service.

**TERM AND SERVICE:** Term of agreement is 30 days unless customer has entered into separate volume or term and service agreement with Easton. Termination of service is required in writing to Easton and requires 30 calendar days to complete.

**SERVICE CHARGES:** Subscriber shall be responsible for recurring and non-recurring charges resulting from changes in account status for the term of this Service.

CUSTOMER has reviewed and initialed the local service proposal and understands all services and fees.

**LIMITATION OF LIABILITY:** In no event shall either party be liable for special, indirect, incidental, consequential or exemplary damages, including loss of profits, loss of goodwill arising from the relationship or conduct of business there under. Easton will not be liable for the actions, omissions, or negligence of any other company furnishing any portion of service to Subscriber. Easton will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to, civil disorders, fire, flood or other disasters, labor problems or regulations or actions taken by any governmental agency having jurisdiction over Easton. Subscriber shall indemnify and hold harmless Easton against (1) claims for libel, slander, or infringement of copyright arising out of the material data information, or other content transmitted over facilities furnished by Easton; (2) claims for damage to Subscriber's or authorized users premises including claims made by a third party resulting from the furnishing of service by Easton when said damage is not the result of negligence of Easton agents or employees; (3) patent infringement claims arising from combining or connecting Easton channels with Subscriber provided equipment or systems. The liability of Easton for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or equipment shall in no event exceed the amount equivalent to the proportionate charge to the Subscriber for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission occur.

**TARIFF SERVICES:** Services offered by Easton under this Agreement may be subject to various tariffs. These may include state and federal tariffs. Subscriber agrees to the terms, conditions, and limitations as set forth in such tariffs, which are available upon subscribers' request. In the event of a conflict between this Service Agreement and the appropriate tariff, the tariff shall control.

**ASSIGNMENT:** Subscriber shall not transfer, assign or convey this Service to any other party without Easton's prior written consent.

Customer Acceptance		Easton Acceptance	
Authorized Signature	<i>Thomas Brick</i>		
Printed Name	Thomas Brick	Distr. Name	
Title	Mayor		
Date	02-12-13	Date	

# Letter of Agency

Customer letterhead or printed name must be inserted in the top margin of this form.

FOR EACH OF THE TELEPHONE NUMBERS LISTED HEREIN, I APPOINT EASTON TELECOM SERVICES, L.L.C. TO ACT AS MY AGENT IN ORDER TO EFFECTUATE THE COLLECTION OF ACCOUNT INFORMATION AND/OR CARRY OUT THE CHANGES AUTHORIZED HEREIN ON MY BEHALF. I understand that I may select a separate local exchange carrier, IntraLATA toll carrier, and interLATA carrier for any one telephone number.

I HEREBY AUTHORIZE THE CHANGE OF MY COMMUNICATIONS COMPANY(S) FROM THAT/THOSE, WHICH I AM CURRENTLY USING TO, EASTON TELECOM SERVICES, L.L.C. FOR EACH OF THE SERVICE TYPES I HAVE DESIGNATED BELOW.

I UNDERSTAND THAT BY SIGNING THIS LETTER OF AGENCY MY SIGNATURE SHALL UNBLOCK MY CARRIER OF CHOICE SERVICE PROTECTION TO MAKE THE CHANGE IN LONG DISTANCE SERVICE POSSIBLE. I ALSO UNDERSTAND THAT I MAY INCUR A FEE TO SWITCH MY TELEPHONE SERVICE TO EASTON TELECOM SERVICES, L.L.C. I FURTHER UNDERSTAND THAT I MAY DESIGNATE ONLY ONE CARRIER PER SERVICE FOR ANY ONE TELEPHONE NUMBER, AND THEREFORE REVOKE ANY PREVIOUS APPOINTMENTS OR SELECTIONS CONCERNING THE TELEPHONE NUMBERS LISTED BELOW.

**Local Exchange Services**

I AUTHORIZE DISCLOSURE TO EASTON TELECOM SERVICES, L.L.C. OF MY ACCOUNT INFORMATION, INCLUDING MY ACCOUNT BILLING NAME, BILLING ADDRESS, DIRECTORY LISTING, SERVICE ADDRESS, AND MY CUSTOMER PROPRIETARY NETWORK INFORMATION, INCLUDING SERVICE AND FEATURE SUBSCRIPTION, LONG DISTANCE CARRIER IDENTITY, AND PENDING SERVICE ORDER ACTIVITY.

THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY THE CUSTOMER OR BY EASTON TELECOM SERVICES, L.L.C.

I select Easton Telecom Services, L.L.C. to provide the communication service types indicated for each of the telephone numbers listed herein. (List ALL BTNs, lines and toll free numbers) Please designate the telecommunications services for the telephone numbers listed below by marking the appropriate boxes.

Telephone Number	InterLATA/ Interstate/ International	IntraLATA	Local Exchange Services	Telephone Number	InterLATA/ Interstate/ International	IntraLATA	Local Exchange Services
3 Meg Versa T	✓	✓	✓				

Please provide physical address of the location for phone numbers listed above.

Name <u>Village of Chagrin Falls</u>	Address <u>21 W. Washington St.</u>
City <u>Chagrin Falls</u>	State <u>OH</u> Zip _____
Contact _____	Phone _____

Your signature acknowledges that you understand and accept the terms and conditions of this LOA AND THAT YOU ARE DULY AUTHORIZED TO MAKE THE CHANGE(S) INDICATED BY EXECUTING THIS LOA.

Customer Acceptance		Easton Telecom Services, L.L.C. Acceptance	
Authorized Signature	X <u>Thomas Brick</u>		
Printed Name	X <u>THOMAS BRICK</u>	Distr. Name	
Title	X <u>MAYOR</u>		
Date	X <u>2-12-13</u>	Date	



Versa-T Term & Service Agreement Rev. 12/2009

THIS DEDICATED SERVICE AGREEMENT ("Agreement") is by and between EASTON TELECOM SERVICES, L.L.C. ("Easton") with its principal place of business at Summit II, 3046 Brecksville Road, Unit A, Richfield, Ohio 44286 and Paetec (customer).

This agreement is entered into on the date of installation and shall extend through a period of (check one)  
 12 months \_\_\_\_\_ (The checking of a box makes this an "Easton Term Plan".)  
 24 Months \_\_\_\_\_  
 36 Months X

Customer Initials TB ←

For the dedicated services listed below:

NPA/NXX 440-247 Underlying Network Paetec

Service	QTY	Monthly Recurring Charge (MRC)	Install (NRC)
Loop			
Port			
Voice Channel			
Data Channel			
Equipment			
<b>TOTALS</b>		<b>\$700.00</b>	<b>\$0.00</b>

Service	Minute Package	MRC
Local Call Pack*	Unlimited	\$0.00

\* For Versa-T on the One Communications network only.

**Term:** The service shall be provided for the term specified above, unless sooner terminated as provided herein. Upon expiration, the term shall be extended automatically on a month-to-month basis, unless and until either party gives the other no less than 30 days' prior written notice of termination or contract extension.

Should the subscriber discontinue the service within the stated committed time period, Easton reserves the right to bill subscriber for the amount of the monthly fees multiplied by the number of months remaining in the term agreement, less any direct and actual out-of-pocket savings, if any, enjoyed and calculable by Easton as a direct result of not providing the service. The subscriber agrees to pay said invoice upon receipt of billing, as liquidated damages for breach of customer's term commitment.

**Limitation of Liability:**

Upon occasion, during the installation and/or testing phase of placing your orders in service, costs or expenses are incurred by the Customer (e.g., to verify its our equipment or to inspect the functionality if its our equipment.) Easton will only be responsible for costs actually and directly incurred by it (and not by the Customer) or for the Customer's costs if, and only if, Easton has accepted that responsibility in writing prior to the Customer incurring those costs.

**Interest/Late Fee Charges upon Unpaid Balances**

Easton invoices Customers on a monthly basis. Those invoices are due within 25 days of the Invoice Date. Late fees or interest will be charged by Easton on the unpaid balances of its invoices to Customers beginning with the 26th day after the Invoice Date at the rate of 1.5% per month or 18% per annum until payment is received by Easton.

**Customer Understands that:**

1. Easton will make all arrangements with the underlying carrier and local phone companies to install the above service(s) after appropriate credit requirements are met.
2. Customer's dedicated services will be an Easton billed product as represented herein.
3. Customer retains control over their services and appoints EASTON as their agent in matters regarding the service.
4. Customer may withdraw from the service at any time with thirty (30) business days prior written notice without further cost or obligation provided customer has not enrolled in an EASTON Term Plan or promotion and all invoices through the date of termination are paid in full.
5. Customer will be responsible for Easton's fees based upon costs as presented above. Easton's fees as described above will be payable only after the services have been installed, and may include a partial months' billing. Fees for service will be based on proposed information and may be altered due to tariff changes or supplier price changes without notice.
6. Customer's service(s) is(are) subject to disconnection if customer fails to pay their Easton invoices within twenty-five (25) days.
7. Customer understands they will be responsible for all fees for service to the time of disconnection of service including but not limited to all late fees, service fees, installation fees, termination charges, waived promotional charges and/or liquidated damages in the event of early termination of an Easton Term Plan.
8. The monthly recurring charge for the local loop and dedicated service will commence immediately after local loop acceptance by our underlying carrier.
9. Installation of service is contingent upon EASTON's approval of customer's credit.
10. EASTON is not responsible for charges incurred by equipment installation, equipment vendors, local phone companies or any service that was not provided by EASTON for this dedicated service.
11. Credits will be issued in accordance with Easton's SLA (Service Level Agreement).
12. Unless otherwise noted upon expiration of a contract's time period the customer's service shall continue on a month to month basis, unless and until either party gives the other no less than 30 days written notice of termination or contract extension, if the customer's bills from Easton are then current.
13. Downgrading Bonded T1 bandwidth during the original Term of the Circuit will result in Early Termination charges. Early Termination charges represent the difference of the current Bonded T1 circuit MRC and the lower Bonded T1 circuit MRC multiplied by the remaining months left in the initial Term. The new, lower mbps Bonded T1 circuit will assume the Term of the original, higher mbps Bonded T1 MRC.



# Versa-T Term & Service Agreement Rev. 12/2009

## Acceptance

BY SIGNATURE BELOW, CUSTOMER ACKNOWLEDGES HAVING READ THE TERMS ON THE ATTACHED AND AGREES TO BE BOUND BY THEM. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written below. ALL RATES ARE SUBJECT TO APPLICABLE TAXES.

Customer Acceptance		Easton Acceptance	
Company Name	Paetec	Easton Telecom Services, L.L.C.	
Signature	X <u>Thomas Brick</u>	Signature	_____
Printed Name	X <u>Thomas Brick</u>	Robert E. Mocas, President	
Title	X <u>MAYOR</u>	Date	_____
Date	X <u>2-12-13</u>		

Distributor \_\_\_\_\_



# Service Order Form

Rev. 3/2011

3.0 Meg

Physical Location				Billing Location			
Name	Village of Chagrin Falls			Name	Village of Chagrin Falls		
Address	21 W. Washington St.			Address	21 W. Washington St.		
City	Chagrin Falls	State	OH	Zip	44022	City	Chagrin Falls
Contact	Phone			Contact	Phone		
Email				Email			

Service Information			
Local POTS Service Information		Long Distance Rate Information	
Current Local Provider	Fidelity	Outbound	Toll Free
Underlying Easton Local Carrier	Paetec	Network	Network
New Service	<input checked="" type="checkbox"/>	Interstate	Interstate
Existing Service	<input type="checkbox"/>	Intrastate	Intrastate
Assume service as is:		International	Calling Card
Line Type: Business	<input checked="" type="checkbox"/>	Estimated Usage	(current LD min. x Easton rate)
RCF	<input type="checkbox"/>		
Residential	<input type="checkbox"/>		

**Other Services** Please indicate below all services included with this order and the underlying carrier.

DIA	Carrier	Private Line	Carrier
DSL	Carrier	MPLS	Carrier
VersaT	<input checked="" type="checkbox"/> Carrier Paetec	VoIP	Carrier
PRI	Carrier	Conferencing	Wireless

Invoice Information							
Invoice MRC	10.00	Toll Free MRC		Account Code MRC			
Tax Exempt	State <input checked="" type="checkbox"/>	Fed <input checked="" type="checkbox"/>	Account Codes	Verified	Non-Verified	# of Digits	
Multi Location	Bill to HQ	Loc.	Bill Type	Detail	No Detail	E-bill	

**Credit Information (must be completed in full)**

Federal Tax ID or SSN \_\_\_\_\_ Years in Business \_\_\_\_\_ Financial Institution \_\_\_\_\_

**Comments** 3 Meg Versa-T

**Acceptance**

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**SERVICE CHARGES:** Subscriber shall be responsible for recurring and non-recurring charges resulting from changes in account status for the term of this Service.

**CUSTOMER** has reviewed and initialed the local service proposal and understands all services and fees.

**LIMITATION OF LIABILITY:** in no event shall either party be liable for special, indirect, incidental, consequential or exemplary damages, including loss of profits, loss of goodwill arising from the relationship or conduct of business there under. Easton will not be liable for the actions, omissions, or negligence of any other company furnishing any portion of service to Subscriber. Easton will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to, civil disorders, fire, flood or other disasters, labor problems or regulations or actions taken by any governmental agency having jurisdiction over Easton. Subscriber shall indemnify and hold harmless Easton against (1) claims for libel, slander, or infringement of copyright arising out of the material data information, or other content transmitted over facilities furnished by Easton; (2) claims for damage to Subscriber's or authorized users premises including claims made by a third party resulting from the furnishing of service by Easton when said damage is not the result of negligence of Easton agents or employees; (3) patent infringement claims arising from combining or connecting Easton channels with Subscriber provided equipment or systems. The liability of Easton for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or equipment shall in no event exceed the amount equivalent to the proportionate charge to the Subscriber for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission occur.

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**ASSIGNMENT:** Subscriber shall not transfer, assign or convey this Service to any other party without Easton's prior written consent.

Customer Acceptance		Easton Acceptance	
Authorized Signature	<i>Thomas Brick</i>		
Printed Name	Thomas Brick	Distr. Name	
Title	Mayor		
Date	02-12-13	Date	









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**12 months** \_\_\_\_\_ (The checking of a box makes this an "Easton Term Plan".)  
**24 Months** \_\_\_\_\_  
**36 Months** X

Customer Initials X TB

For the dedicated services listed below:

NPA/NXX 440-247 Underlying Network Paetec

Service	QTY	Monthly Recurring Charge (MRC)	Install (NRC)
Loop			
Port			
Voice Channel			
Data Channel			
Equipment			
<b>TOTALS</b>		<b>\$700.00</b>	<b>\$0.00</b>

Service	Minute Package	MRC
Local Call Pack*	Unlimited	\$0.00

\* For Versa-T on the One Communications network only.

**Term:** The service shall be provided for the term specified above, unless sooner terminated as provided herein. Upon expiration, the term shall be extended automatically on a month-to-month basis, unless and until either party gives the other no less than 30 days' prior written notice of termination or contract extension.

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**Acceptance**

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Customer Acceptance		Easton Acceptance	
Company Name	Paetec	Easton Telecom Services, L.L.C.	
Signature	<i>Thomas Brick</i>	Signature	
Printed Name	Thomas Brick	Robert E. Mocas, President	
Title	MAYOR	Date	
Date	2-12-13		

Distributor \_\_\_\_\_