

ATTN: MISTY PARSONS

TelCove

Voice Service Agreement

This Service Agreement ("Service Agreement") between Acceptance Insurance Center ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
11	Business Line FR	12 months	0.00	0.00	23.63	259.93
11	Federal Line Charge	12 months	0.00	0.00	7.84	86.24
Renewal Account Number:						
100-585-4378						
Total*				\$0.00		\$346.17

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Acceptance Insurance Center
 State of Organization/Incorporation: Kentucky
 Customer Address: 6708 Shepherdsville Rd, LSVL, KY 40228
 Customer Billing Telephone Numbers: 502- 964-6383

Signature: [Signature]
 Name: Barbara Freeman
 Title: President
 Date: 2/21/06

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: [Signature]
 Date: 3-16-06

TelCove Approval:

General Manager Approval of Business Terms
 Name: Matthew J. Phillips
 Signature: [Signature]
 Date: 3/7/06

AC: Misty L Parsons

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

TARIFF BRANCH
RECEIVED
 3/23/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

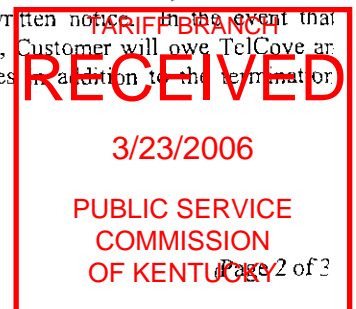
6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

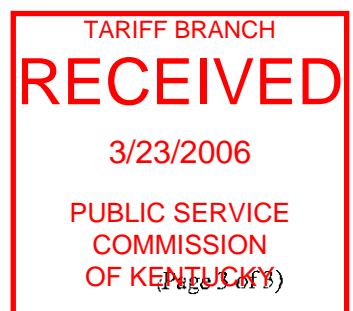
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.





Voice Service Agreement

This Service Agreement ("Service Agreement") between Cissell Manufacturing ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
8	Business Line FR	12 months	0.00	0.00	23.63	189.04
2	Hunting / Rollover	12 months	0.00	0.00	1.00	2.00
2	DID 100 No. Block	12 months	0.00	0.00	14.00	28.00
1	ISDN PRI	12 months	0.00	0.00	550.00	550.00
13	Federal Line Charge	12 months	0.00	0.00	7.84	101.92
	Renewal Acct #					
	2005020309478256					
		Total*		\$0.00		\$870.96

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them, and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Cissell Manufacturing
State of Organization/Incorporation: Kentucky
Customer Address: 831 S First St, LSVL, KY 40203
Customer Billing Telephone Numbers: 502-515-0133

Signature:
Name: Phyllis Decker
Title: President
Date: 2-06-06

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: _____
Date: _____

General Manager Approval of Business Terms
Name: Matthew Phillips
Signature:
Date: 2/06/06

AC Misty Parsons

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

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COMMISSION
OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

3/23/2006

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COMMISSION
OF KENTUCKY

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11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

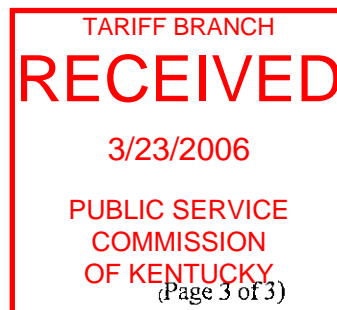
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



TelCove

Local Private Line Service Agreement

This Local Private Line Service Agreement ("Service Agreement") between Cissell Manufacturing ("Customer") and TelCove of Kentucky, Inc. ("TelCove") is for the provision of Local Private Line Service ("Service"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the parties agree that Customer will purchase, from TelCove, Service(s) at the costs(s) and for the term(s) set forth in the following table.

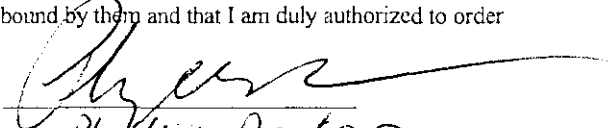
Quantity	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	Dedicated Private Line	12 months	0.00	0.00	256.76	256.76
	340 Baxter Avenue to 831 S 1 st St					
	Renewal Acct #					
	535-000-0023					
		Total*		0.00		\$256.76

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

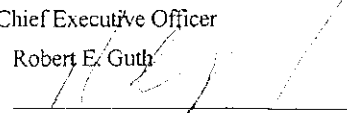
Customer Information & Approval:

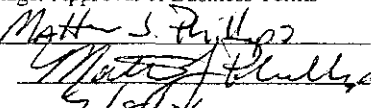
In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Cissell Manufacturing
 State of Organization/Incorporation: Kentucky
 Customer Address: 831 S 1st St, LSVL, KY 40203
 Customer Billing Telephone Numbers: 502-515-0133

Signature: 
 Name: Phyllis Decker
 Title: President
 Date: 2-8-06

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: 
 Date: 3-7-06

General Manager Approval of Business Terms
 Name: Matthew J. Phillips
 Signature: 
 Date: 2/8/06

AC Misty Parsons

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

TARIFF BRANCH
RECEIVED
 3/23/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be

liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Ethernet Product Service Level Agreement, attached hereto and incorporated herein by reference.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination charges outlined below.

Public Service Commission
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3/23/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for

claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

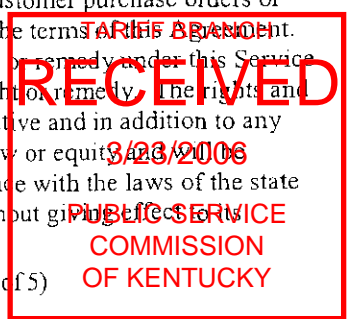
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove as state below.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

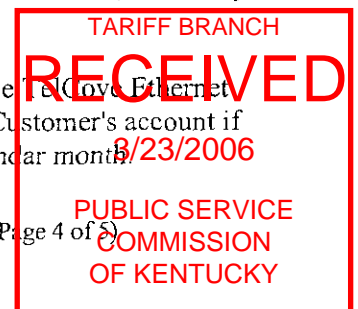
17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity, and shall be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to any conflict of laws provisions. ****



**TELCOVE ETHERNET PRODUCT
SERVICE LEVEL AGREEMENT**

1. **Service Description:** TelCove's Ethernet product which provides connectivity between locations, utilizing the existing SONET rings and either dedicated or shared IP bandwidth.
2. **TelCove's Service Level Commitment.** TelCove offers a service level agreement on all Ethernet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
 - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
 - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
 - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
 - (i) Charges equaling 50% of the monthly charges for each individually affected service with respect to Network Availability.
 - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
 - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer's inability to transmit and receive data, to the time the Ethernet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
 - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
 - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
 - (iii) Network downtime during TelCove scheduled maintenance window.
 - (iv) Force majeure events.
 - (v) Acts or omission of Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
3. **Service Level Agreement** TelCove Ethernet Service availability guarantee is to have the TelCove Ethernet Service Network performance as defined below. TelCove Ethernet Service will credit Customer's account if TelCove Ethernet Service fails to meet this availability guarantee during any given calendar month.



Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

***NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

****NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.



TelCove

cc'd from
kelly 2/23/06.

Voice Service Agreement

This Service Agreement ("Service Agreement") between Fort Knox National Co. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity If Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN PRI	12 months	0.00	0.00	697.00	697.00
1	DID 20 No. Block	12 months	0.00	0.00	2.60	2.60
1	DID 100 No. Block - Add	12 months	384.00	384.00	13.00	13.00
5	Federal Line Charge	12 months	0.00	0.00	7.84	39.20
24	Inter State LD @ \$0.055 / min	12 months	0.00	0.00	Variable	Variable
24	Intra State LD @ \$0.060 / min	12 months	0.00	0.00	Variable	Variable
	Renewal - Acct # - 2003091507498361					
		Total*		\$384.00**		\$751.80

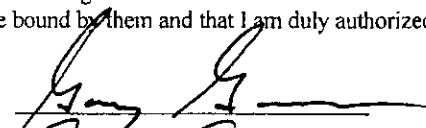
*Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Installation Costs are waived, subject to the attached and incorporated additional terms and conditions.

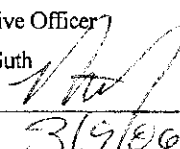
Customer Information & Approval:

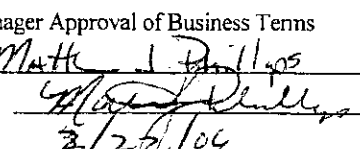
In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Fort Knox National Co.
State of Organization/Incorporation: Kentucky
Customer Address: 332 W Broadway, 14 FL, LSVL, KY 40202
Customer Billing Telephone Numbers: 502-515-2751

Signature: 
Name: Gaby Gannon
Title: CTO
Date: 2/22/06

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: 
Date: 3/9/06

General Manager Approval of Business Terms
Name: Matth J. Phillips
Signature: 
Date: 2/22/06

AC Misty L Parsons

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

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COMMISSION
OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").
2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.
3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.
4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).
5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.
6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.
7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).
8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.
9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.
10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.
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represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



TelCove

Voice Service Agreement

This Service Agreement ("Service Agreement") between Internet Data Exchange, LLC ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN PRI	60 mo.	\$1,500.00	\$1,500.00	\$450.00	\$450.00
1	FCC Line Charge				\$39.20	\$39.20
	TelCove Interstate Long Distance				\$.045/min.	
	TelCove Intrastate Long Distance Service				\$.045/min	
		Total*		\$1,500.00		\$489.20

- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.
- **Installation costs are waived, subject to the attached and incorporated terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Internet Data Exchange Signature: [Signature]
 State of Organization/Incorporation: KY Name: ROBERT HULL
 Customer Address: 1962 Campus Pkwy Title: PRESIDENT
 Customer Billing Telephone Numbers: _____ Date: Feb 6, 2006
753-0480 ext 101

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth General Manager Approval of Business Terms
 Name: Math J Phillips
 Signature: [Signature] Signature: [Signature]
 Date: 2/1/06 Date: 2/6/06

AE: Kenneth Martin

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

TARIFF BRANCH
 RECEIVED
 3/23/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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COMMISSION
OF KENTUCKY
(Page 2 of 3)

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



TelCove

Service Agreement

This Service Agreement ("Service Agreement") between Kindred Healthcare ("Customer") and TelCove of Kentucky Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN PRI	1 YR	\$1100.00	\$1100.00	\$550.00	\$550.00
5	FCC Charges				\$7.84	\$39.20
1	Block of 20 DIDs		\$384.00	\$384.00	\$2.60	\$2.60
		Total*		\$1484.00**		\$ 591.80

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

** Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Kindred Healthcare

State of Organization/Incorporation: Kentucky

Customer Address: 680 South Fourth Street, Louisville KY 40202

Customer Billing Telephone Numbers: 502-596-7300

Signature: *Teresa Wampler*
 Name: TERESA WAMPLER
 Title: TELECOM ENGINEER
 Date: 3/10/06

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: *[Signature]*
 Date: 3/17/06

General Manager Approval of Business Terms
 Name: *Math J. Phillips*
 Signature: *[Signature]*
 Date: 3/10/06

AE Ed Harpring

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel



Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

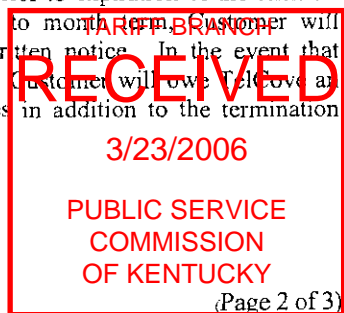
6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.





Service Agreement

This Service Agreement ("Service Agreement") between Louisville Transportation Company ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services Renewal Ban #1005854851	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
2	Local PRI	2yr.	NA	NA	\$450	\$900.00
14	FCC Charges	2yr.	NA	NA	\$7.80	\$109.76
2	DID 100 Block	2yr	NA	NA	\$13.00	\$26.00
4	Business Lines	2yr.	NA	NA	\$21.00	\$84.00
1	Foreign Exchange Line	2yr.	NA	NA	\$170.00	\$170.00
9	Additional Listing	2yr.	NA	NA	\$1.80	\$16.20
1	DID 20 Block	2yr.	NA	NA	\$2.60	\$2.60
		Total*		\$0**		\$1308.56

- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.
- ** Installation cost are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Louisville Transportation Company.
 State of Organization/Incorporation: Kentucky _____
 Customer Address: 1601 S. Preston Street, Louisville KY _____
 Customer Billing Telephone Numbers: 502-637-6511 _____

Signature: [Signature]
 Name: Stuart O'Daniel
 Title: Controller
 Date: 3-1-06

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: [Signature]
 Date: 3/9/06

General Manager Approval of Business Terms
 Name: Mark S Phillips
 Signature: [Signature]
 Date: 3/2/06

AE Don McCormack

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

TARIFF BRANCH
RECEIVED
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 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY
 (Page 1 of 3)

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

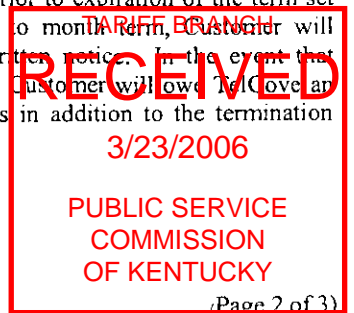
6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



TelCove

Service Agreement

This Service Agreement ("Service Agreement") between Louisville Transportation Company ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
11	Local POTS Lines	2yr.	\$25.00	\$275.00	\$21.00	\$231.00
11	FCC Charges	2yr.			\$9.20	\$101.20
6	Hunting	2yr			\$4.00	\$24.00
3	Caller ID	2yr.			\$10.00	\$30.00
1	Additional Listing	2yr.			\$1.80	\$1.80
		Total*		\$275.00**		\$388.00

- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.
- ** Installation cost are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Louisville Transportation Company. Signature: Stuart O'Daniel
 State of Organization/Incorporation: Kentucky _____ Name: Stuart O'Daniel
 Customer Address: 1601 South Preston Street, Louisville KY. Title: Controller
 Customer Billing Telephone Numbers: 502-637-6511 _____ Date: 3-1-06

TelCove Approval:

President & Chief Executive Officer General Manager Approval of Business Terms
 Name: Robert E. Guth Name: Math J. Phillips
 Signature: [Signature] Signature: [Signature]
 Date: 3/19/06 Date: 3/2/06

AE Don McCormack

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

TARIFF BRANCH
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 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY
 (Page 1 of 3)

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

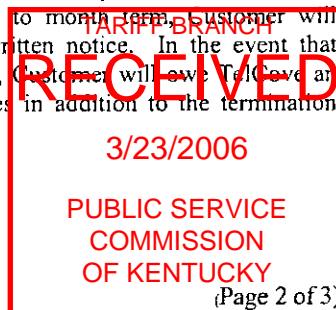
6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

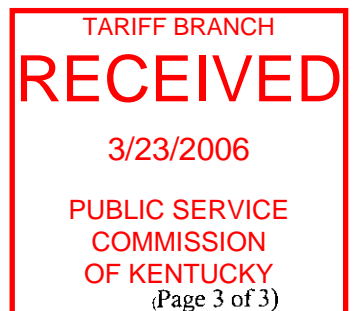
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

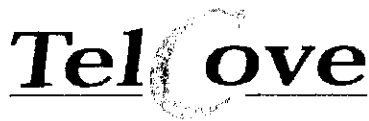
15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.





Service Agreement

This Service Agreement ("Service Agreement") between Louisville Transportation Company ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

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Quantity if Applicable	Description of Services Renewal Ban #5359990003	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	Owensboro KY Frame Port/PVC256K/0	2yr.	NA	\$0	\$786.60	\$786.60
1	Hopkinsville, KY Port/PVC 128K/0	2yr.	NA	\$0	\$663.30	\$663.30
1	Louisville, KY Port/PVC 384K	2yr	NA	\$0	\$186.30	\$186.30
					\$	\$
					\$	\$
					\$	\$
					\$	\$
		Total*		\$0**		\$1636.20

- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.
- ** Installation cost are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Louisville Transportation
 State of Organization/Incorporation: Kentucky
 Customer Address: 1601 S. Preston Street
 Customer Billing Telephone Numbers: 502-426-5327

Signature: [Signature]
 Name: Stuart O'Daniel
 Title: Controller
 Date: 3-1-06

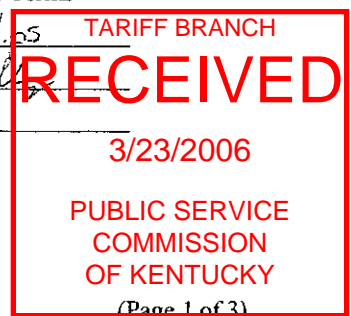
TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: [Signature]
 Date: 3/9/06

General Manager Approval of Business Terms
 Name: Mark S. [Signature]
 Signature: [Signature]
 Date: 3/2/06

AE Don McCormack

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel



Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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(Page 2 of 3)

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



TelCove

Service Agreement

This Service Agreement ("Service Agreement") between Medical Heights Surgery Center ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
22	Business Lines	3 Year	\$550.00	\$550.00	\$25.60	\$563.20
5	Line Hunt Service	3 Year	0	0	\$4.00	\$20.00
22	FCC	3 Year	0	0	\$9.20	\$202.40
		Total*		\$550.00**		\$785.60

- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.
- ** Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Medical Heights Surgery Center, Inc. Signature: Kelvin G. Hanger
State of Organization/Incorporation: KENTUCKY Name: KELVIN G. HANGER
Customer Address: 240 Fountain Court, 40509 Title: ADMINISTRATOR
Customer Billing Telephone Numbers: _____ Date: 1 FEBRUARY 2006
859.278.1460

TelCove Approval:

President & Chief Executive Officer: [Signature] General Manager Approval of Business Terms
Name: Robert E. Guth Name: [Signature]
Signature: _____ Signature: _____
Date: 3-16-06 Date: 2/1/06

AE Hope Mitchell

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

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Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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(Page 2 of 2)

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.





Voice Service Agreement

This Service Agreement ("Service Agreement") between Mortgage World, Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
8	Dig Comb Trk FR	36 months	0.00	0.00	21.00	168.00
8	Dig Comb Trk Grp FR	36 months	0.00	0.00	0.00	0.00
8	Federal Line Charge	36 months	0.00	0.00	7.84	62.72
	Renewal Account Number:					
	2001061417065987					
		Total*		\$0.00		\$230.72

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Mortgage World, Inc.
State of Organization/Incorporation: Kentucky
Customer Address: 8600 Preston Hwy, LSVL, KY 40219
Customer Billing Telephone Numbers: 502-479-5600

Signature: [Signature]
Name: David Vincent
Title: President
Date: March 2, 2006

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Signature]
Date: 3-16-06

General Manager Approval of Business Terms
Name: Matthew S. Phillips
Signature: [Signature]
Date: 3/7/06

AC: Misty L Parsons

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

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Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

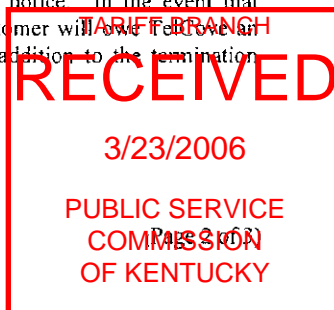
6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



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Voice Service Agreement

This Service Agreement ("Service Agreement") between **NarrowCast Group, LLC** ("Customer") and **TelCove of Kentucky, Inc.** ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1 <i>14</i>	ISDN PRI	3 yr.	\$ 600.00	\$600.00**	\$425.00	\$425.00
2 3	Block of 20 DID#s				\$2.60	5.20 7.60
5	Federal Line Charge				\$7.84	\$39.20
		Total*		\$600.00**		\$469.40

- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.
- ** Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: NarrowCast Group, LLC
 State of Organization/Incorporation: KY
 Customer Address: 111 West Washington Street Suite 300
 Customer Billing Telephone Numbers: _____
502-583-8024 x240

Signature: *Troy Atwood*
 Name: Troy Atwood
 Title: VP of Technology
 Date: 3/3/06

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: *Robert E. Guth*
 Date: 3-16-06

General Manager Approval of Business Terms
 Name: Math J. Phillips
 Signature: *Math J. Phillips*
 Date: 3/7/06

AE Bob Kessinger

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

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Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement to an entity under common control with TelCove or to an entity acquiring all or substantially all of the assets of TelCove upon notice to Customer. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



**SERVICE LEVEL AGREEMENT ("SLA") FOR
LOCAL PRIVATE LINE SERVICE**

- a. TelCove Service Level Agreement Guarantee: Based upon the eligibility requirements set forth in Section (b) and up to the Maximum SLA Service Credit as set forth in Section (c), if, during any given calendar month, TelCove Services fail to meet the performance standards provided in this Agreement, Customer will receive a credit for outages experienced during normal service periods.
- b. Customer eligibility for credit: Customer must, within five (5) business days of the last day of the month in which the relevant performance standard was not met, either (i) contact the TelCove Account Manager/Executive in writing, describing the specific trouble and why it fails to meet a measurable performance standard, or (ii) contact the TelCove National Repair Center (NRC) directly at 877-321-5465 to open an appropriate trouble ticket related to the alleged violation in question. TelCove will verify all or any SLA violations prior to issuing a service credit. If Customer is entitled to multiple credits under the SLA arising from the same event(s), then credits shall not be cumulative. Customer shall be entitled to receive only the maximum single credit available for such an event.
- c. Maximum SLA Credits: The Maximum SLA Service Credits issued in any one calendar month shall not exceed:
- i. Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual circuit) relative to Network Availability and Latency guarantees.
 - ii. Charges equaling 50% of the total monthly charges under this agreement with respect to all Services covered under this Agreement with respect to any SLA violation if multiple Services are provided under this Agreement.
- d. SLA Credit Exceptions. TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of Your inability to transmit and receive data, to the time the connection is able to transmit and receive data. SLA Service Credits shall not be issued where the service is unavailable as a result of:
- i. Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities;
 - ii. Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop);
 - iii. Network downtime during TelCove scheduled maintenance window. TelCove shall undertake maintenance on TelCove's Network only on Tuesday and Thursday between the hours of 2:00 AM and 6:00 AM (EST);
 - iv. Force Majeure events as described in the Agreement; or
 - v. Acts or omissions of Customer or any other user of the Service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
- e. TelCove reserves the right to review and deny any credits under this section claimed by Customer, if, in TelCove's reasonable judgment, the claim does not meet the criteria established for such claim. The TelCove Service Level Commitment is limited to only those on-net (Type 1, i.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually. Measurement of available credit will be calculated in accordance with the following:

Measurement of Service Level Agreement Credit (per billing period)

Network Availability

Total amount of Service "downtime" (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

Example: Total Network Outage time of 20 minutes = 1 hour

Mean Time To Repair (MTTR)

Sum of all trouble ticket service restoration intervals relative to Network Outage

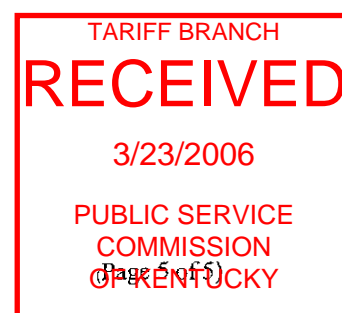


Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

*NOTE: TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

**NOTE: MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.



TelCove

Voice Service Agreement

This Service Agreement ("Service Agreement") between Sacred Heart Village ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
2	ISDN PRI	24 months	0.00	0.00	550.00	1100.00
3	DID 100 No. Block	24 months	0.00	0.00	13.00	39.00
4	DID 20 No. Block	24 months	0.00	0.00	2.60	10.40
3	Business Line FR	24 months	0.00	0.00	23.63	70.89
1	Business Line FR - New	24 months	25.00	25.00	23.63	23.63
1	Additional Listings	24 months	0.00	0.00	1.82	1.82
13	Federal Line Charge	24 months	0.00	0.00	7.84	101.92
1	Federal Line Charge - New	24 months	0.00	0.00	7.84	7.84
	Renewal & Addition - Acct Number - 100-585-2850					
		Total*		\$25.00**		\$1355.50

- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.
- **Installation Costs are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Sacred Heart Village
 State of Organization/Incorporation: Kentucky
 Customer Address: 2120 Payne Street, LSVL, KY 40206
 Customer Billing Telephone Numbers: 502-895-9425

Signature: *Wm. Robert Lee*
 Name: Wm. ROBERT LEE
 Title: O.F.O.
 Date: 2/14/06

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: *[Signature]*
 Date: 3-2-06

General Manager Approval of Business Terms
 Name: *[Signature]*
 Signature: *[Signature]*
 Date: 2/14/06

AC/AE Misty Parsons/Bob Kessinger

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

TARIFF BRANCH
RECEIVED
 3/23/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

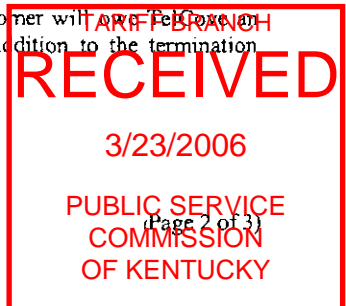
6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will pay TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



TelCove

Voice Service Agreement

This Service Agreement ("Service Agreement") between Salvation Army ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN PRI	12 months	0.00	0.00	549.91	549.91
1	DID 100 No. Block	12 months	0.00	0.00	13.00	13.00
9	Business Line FR	12 months	0.00	0.00	23.63	212.67
14	Federal Line Charge	12 months	0.00	0.00	7.84	109.76
	Renewal -- Acct. Number					
	100-585-3436					
		Total*		\$0.00		\$885.34

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Salvation Army
 State of Organization/Incorporation: Kentucky
 Customer Address: 216 W Chestnut St, LSVL, KY 40203
 Customer Billing Telephone Numbers: 502-583-5391

Signature: [Handwritten Signature]
 Name: Willis J. Howell
 Title: Divisional Commander
 Date: MARCH 7 2006

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: [Handwritten Signature]
 Date: 3/17/06

General Manager Approval of Business Terms
 Name: Math J. Phillips
 Signature: [Handwritten Signature]
 Date: 3/17/06

AC Misty L Parsons

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

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 3/23/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by *unauthorized modifications* or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

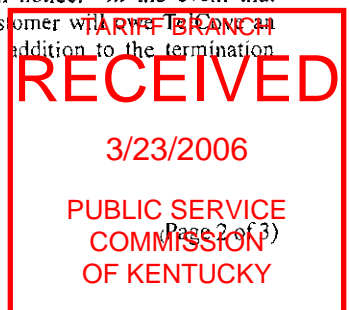
6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will be liable for an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



TelCove

Voice Service Agreement

This Service Agreement ("Service Agreement") between Tetra-Tech Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

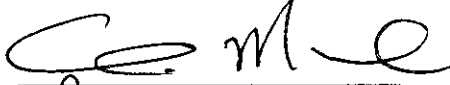
Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN-PRI	24 Months	\$0.00	\$0.00	\$650.00	\$650.00
6	BUSINESS LINES FR	24 Months	\$0.00	\$0.00	\$25.60	\$153.60
1	DID 100 NUMBER BLOCK	24 Months	\$0.00	\$0.00	\$40.00	\$40.00
1	DID 20 NUMBER BLOCK	24 Months	\$0.00	\$0.00	\$8.00	\$8.00
1	ADDITIONAL LISTINS	24 Months	\$0.00	\$0.00	\$1.44	\$1.44
11	FEDERAL LINE CHARGE	24 Months	\$0.00	\$0.00	\$9.20	\$101.20
	Renewal Account #					
	100-590-0190					
		Total*		\$0.00		\$954.24

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

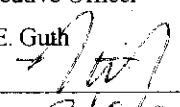
Customer Information & Approval:

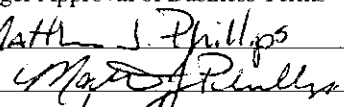
In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Tetra-Tech Inc.
 State of Organization/Incorporation: Kentucky
 Customer Address: 800 Corporate Dr., Lexington, KY 40503
 Customer Billing Telephone Numbers: _____
859-223-8000

Signature: 
 Name: CHRIS MOORHEAD
 Title: IT DIRECTOR
 Date: 2/21/06

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: 
 Date: 3/9/06

General Manager Approval of Business Terms
 Name: Math J. Phillips
 Signature: 
 Date: 2/21/06

AC Darla Quillen

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel



Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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COMMISSION
OF KENTUCKY
(Page 2 of 5)

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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TelCove

Voice Service Agreement

This Service Agreement ("Service Agreement") between The Flooring Gallery ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN PRI	12 months	600.00	600.00	550.00	550.00
3	DID 20 No. Blocks	12 months	384.00	384.00	2.60	7.80
5	Federal Line Charge	12 months	0.00	0.00	7.84	39.20
24	LD - Inter State @ \$0.060 / min	12 months	0.00	0.00	Variable	Variable
24	LD - Intra State @ \$0.055 / min	12 months	0.00	0.00	Variable	Variable
	Renewal Account Number					
	100-595-3649					
		Total		\$984.00**		\$597.00

*Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Installation Costs are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: The Flooring Gallery
 State of Organization/Incorporation: Kentucky
 Customer Address: 2208 Plantside Drive, LSVL, KY 40299
 Customer Billing Telephone Numbers: 502-964-3301

Signature: *Cathy Henner*
 Name: Cathy Henner
 Title: operations MGR
 Date: 2-21-06

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: *Robert E. Guth*
 Date: 3/9/06

General Manager Approval of Business Terms
 Name: Matthew J. Phillips
 Signature: *Matthew J. Phillips*
 Date: 2/21/06

AC: Misty L Parsons

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

TARIFF BRANCH
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 (Page 1 of 3)
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement, or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by utilities; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.





Voice Service Agreement

This Service Agreement ("Service Agreement") between Zoeller Company ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
25	Business Line FR	12 months	0.00	0.00	20.00	500.00
2	Combo Trunks	12 months	0.00	0.00	20.00	40.00
1	DID 20 No. Block	12 months	0.00	0.00	2.44	2.44
12	Hunting / Rollover	12 months	0.00	0.00	4.00	48.00
4	Custom Roll Restriction	12 months	0.00	0.00	0.00	0.00
27	Federal Line Charge	12 months	0.00	0.00	7.84	211.68
	Renewal - Acct Number					
	100-585-0079					
	Total*			\$0.00		\$802.12

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Zoeller Company
 State of Organization/Incorporation: Kentucky
 Customer Address: 3649 Cane Run Rd, LSVL, KY 40216
 Customer Billing Telephone Numbers: 502-778-2731

Signature: [Signature]
 Name: AK Smith
 Title: Purchasing Manager
 Date: 3/10/06

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: [Signature]
 Date: 3/17/06

General Manager Approval of Business Terms
 Name: Mathew J. Phillips
 Signature: [Signature]
 Date: 3/10/06

AC Misty L Parsons

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

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Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service(s) for its own convenience, or TelCove terminates Service(s) for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which termination

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acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s).

Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.





Voice Service Agreement

This Service Agreement ("Service Agreement") between Arco Aluminum ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Tenn	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN PRI	12 months	0.00	0.00	600.00	600.00
1	DID 100 No. Block	12 months	0.00	0.00	11.90	11.90
1	Caller ID Name & Number	12 months	0.00	0.00	0.00	0.00
5	Federal Line Charge - PRI	12 months	0.00	0.00	7.84	39.20
24	LD Inter @ \$0.055 / min	12 months	0.00	0.00	Variable	Variable
24	LD Intra @ \$0.060 / min	12 months	0.00	0.00	Variable	Variable
	Renewal - Account Number					
	2001101315454691					
		Total*		\$0.00		\$651.10

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Arco Aluminum
State of Organization/Incorporation: Kentucky
Customer Address: 9960 Corporate Campus Dr, LSVL, KY 40223
Customer Billing Telephone Numbers: 502-566-5709

Signature: Sheila Hall
Name: HR/Admin. Mgr.
Title: Sheila Hall
Date: 2-20-06

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Signature]
Date: 3-1-06

General Manager Approval of Business Terms
Name: Mark S Phillips
Signature: [Signature]
Date: 2/26/06

AE/AC: Bob Kessinger / Misty Parsons

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

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Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



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Voice Service Agreement

This Service Agreement ("Service Agreement") between Bank of America Merchant Services ("Customer") and TelCove of Kentucky, ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
3	ISDN PRI	1 YR	\$1,100.00	\$3,300.00	\$500.00	\$1,500.00
15	FCC Charges				\$7.84	\$117.60
		Total*		\$3,300.00**		\$1,617.60

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

** Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Bank of America, N. A.

Signature: *Warren L. Hainline*

State of Organization/Incorporation: Delaware

Name: Warren L. Hainline

Customer Address: 100 North Tryon St., Charlotte, NC 28255

Title: Vice President - Sourcing Lead

Customer Billing Telephone Numbers: 502 515-0548

Date: 2-9-06

TelCove Approval:

President & Chief Executive Officer

General Manager Approval of Business Terms

Name: Robert E. Guth

Name: Matthew Phillips

Signature: *Robert E. Guth*

Signature: *Matthew Phillips*

Date: 3-3-06

Date: 2/9/06

AE: Ed Harpring

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

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3/9/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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PUBLIC SERVICE
COMMISSION
OF KENTUCKY

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



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Voice Service Agreement

This Service Agreement ("Service Agreement") between Doe-Anderson Advertising and Public Relations, Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN PRI	3 YR	1,100.00	1,100.00	\$450.00	\$450.00
5	FCC Charges				\$7.84	\$39.20
Total*				\$1,100.00**		\$489.20

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

** Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Doe Anderson, Inc.
 State of Organization/Incorporation: Kentucky
 Customer Address: 620 West Main St.
 Customer Billing Telephone Numbers: 502-589-1700

Signature: [Signature]
 Name: Kris Anderson
 Title: V.P. Director of IT
 Date: 2.6.2006

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: [Signature]
 Date: 3-3-06

General Manager Approval of Business Terms
 Name: Math J. Hubbard
 Signature: [Signature]
 Date: 2/6/06

AE Ed Harpring

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel



Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

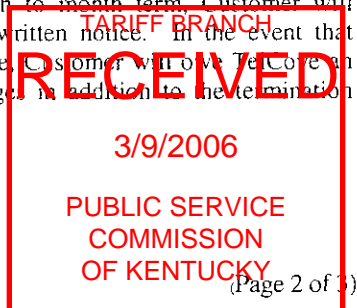
6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month-to-month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.





Voice Service Agreement

This Service Agreement ("Service Agreement") between Electric Insurance Co. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN PRI	24 months	0.00	0.00	550.00	550.00
4	DID 20 No. Block	24 months	0.00	0.00	2.60	10.40
5	Federal Line Charge	24 months	0.00	0.00	7.84	39.20
	Renewal Account Number:					
	100-585-3036					
		Total*		\$0.00		\$599.60

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Electric Insurance Co.
State of Organization/Incorporation: Massachusetts
Customer Address: 1951 Bishop Ln, Louisville, KY 40218
Customer Billing Telephone Numbers: 502- 479-3691

Signature: *Jeffrey A. Frazier*
Name: Jeffrey A. Frazier
Title: CTO
Date: 2/17/06

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: *Robert E. Guth*
Date: 3-7-06

General Manager Approval of Business Terms
Name: Math J. Phillips
Signature: *Math J. Phillips*
Date: 2/17/06

AC: Misty L Parsons

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

TARIFF BRANCH
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OF KENTUCKY
(Page 1 of 3)

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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COMMISSION
OF KENTUCKY
(Page 2 of 3)

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

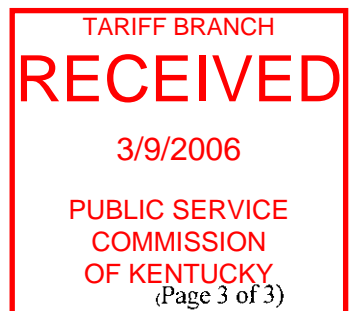
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



TelCove

Voice Service Agreement

This Service Agreement ("Service Agreement") between Energy Associates, Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
17	BUSINESS LINES FR	12 Months	\$0.00	\$0.00	\$21.60	\$367.20
4	HUNTING	12 Months	\$0.00	\$0.00	\$4.00	\$16.00
17	FEDERAL LINE CHARGE	12 Months	\$0.00	\$0.00	\$9.20	\$156.40
	Renewal Account # 100-590-0711					
		Total*		\$0.00		\$539.60

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Energy Associates, Inc.
 State of Organization/Incorporation: Kentucky
 Customer Address: 152 E. Reynolds Rd., Lexington, KY 40517
 Customer Billing Telephone Numbers: _____
859-245-3377

Signature: [Handwritten Signature]
 Name: John R. Zakharis
 Title: President
 Date: 1/27/06

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: [Handwritten Signature]
 Date: 3-3-06

TelCove Approval:

General Manager Approval of Business Terms
 Name: Mark J. Phillips
 Signature: [Handwritten Signature]
 Date: 1/27/06

AC Darla Quillen

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

TARIFF BRANCH
RECEIVED
 3/9/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

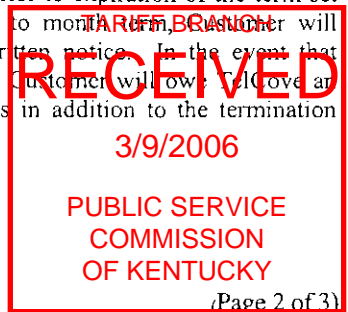
6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month Tariff, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



TelCove

Voice Service Agreement

This Service Agreement ("Service Agreement") between Energy Associates, Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
17	BUSINESS LINES FR	12 Months	\$0.00	\$0.00	\$21.60	\$367.20
4	HUNTING	12 Months	\$0.00	\$0.00	\$4.00	\$16.00
17	FEDERAL LINE CHARGE	12 Months	\$0.00	\$0.00	\$9.20	\$156.40
	Renewal Account # 100-590-0711					
		Total*		\$0.00		\$539.60

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Energy Associates, Inc.
State of Organization/Incorporation: Kentucky
Customer Address: 152 E. Reynolds Rd., Lexington, KY 40517
Customer Billing Telephone Numbers: _____
859-245-3377

Signature: [Handwritten Signature]
Name: John R. Zakharin
Title: President
Date: 1/27/06

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Handwritten Signature]
Date: 3-3-06

TelCove Approval:

General Manager Approval of Business Terms
Name: Mark J. Phillips
Signature: [Handwritten Signature]
Date: 1/27/06

AC Darla Quillen

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

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(Page 1 of 3)

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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OF KENTUCKY
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11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

- (i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or
- (ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



TelCove

Voice Service Agreement

This Service Agreement ("Service Agreement") between Jiffy Fastening ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN-PRI	12 Months	\$0.00	\$0.00	\$650.00	\$650.00
10	BUSINESS LINE FR	12 Months	\$0.00	\$0.00	\$25.60	\$256.00
3	DID 20 NUMBER BLOCK	12 Months	\$0.00	\$0.00	\$8.00	\$24.00
1	CALLER ID	12 Months	\$0.00	\$0.00	\$11.00	\$11.00
34	SWITCHED LD INTER LATA @ \$.055	12 Months	\$0.00	\$0.00	Variable	Variable
34	SWITCHED LD INTRA LATA @ \$.06	12 Months	\$0.00	\$0.00	Variable	Variable
15	FEDERAL LINE CHARGE	12 Months	\$0.00	\$0.00	\$9.20	\$138.00
	Renewal Account # 100-590-0732 and 18022921					
		Total*		\$0.00		\$1079.00

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Jiffy Fastening
 State of Organization/Incorporation: Kentucky
 Customer Address: 2433 Fortune Dr., Lexington, KY 40509
 Customer Billing Telephone Numbers: _____
859-252-5312

Signature: [Signature]
 Name: J. Kevin D. Moss
 Title: V.P.
 Date: 2-15-06

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: [Signature]
 Date: 3-7-06

General Manager Approval of Business Terms
 Name: Math J. Phillips
 Signature: [Signature]
 Date: 2/15/06

AC Darla Quillen

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

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 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



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Voice Service Agreement

This Service Agreement ("Service Agreement") between L&N Federal Credit Union ("Customer") and TelCove of Kentucky Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

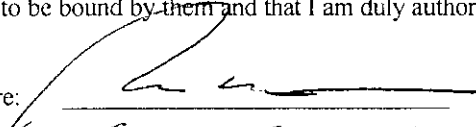
Quantity if Applicable	Description of Services Renewal of Services BAN Number 2002040209373046	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
3	ISDN PRI	2yr	NA	NA	\$400.00	\$1200.00
2	100 TN Groups	2yr	NA	NA	13.00	\$26.00
2	20 TN Groups	2yr	NA	NA	2.60	\$7.80
1	Caller ID Name & Number	2yr	NA	NA	80.00	80.00
5	POTS Lines	2yr	NA	NA	20.00	100.00
		Total*	NA	\$NA	NA	\$1413.80

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

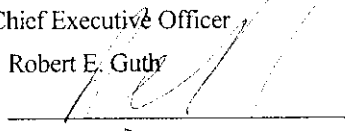
Customer Information & Approval:

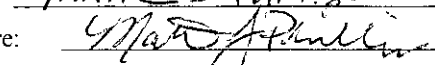
In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: L&N Federal Credit Union
 State of Organization/Incorporation: KY
 Customer Address: 9265 Smyrna Rd.
 Customer Billing Telephone Numbers: 502-515-8400

Signature: 
 Name: SAM C. JACKSON
 Title: VP, IT
 Date: 1-23-06

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: 
 Date: 3-3-06

General Manager Approval of Business Terms
 Name: Matthew J. Phillips
 Signature: 
 Date: 1-23-06

AE Don McCormack _____

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

TARIFF BRANCH
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 COMMISSION
 OF KENTUCKY
(Page 1 of 3)

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. If Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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OF KENTUCKY
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11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



TelCove

Voice Service Agreement

This Service Agreement ("Service Agreement") between Martco ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
13	Business Line FR	12 months	0.00	0.00	22.00	286.00
1	Business Line FR	12 months	0.00	0.00	0.00	0.00
1	Back Up Line	12 months	0.00	0.00	17.50	17.50
5	Hunting / Rollover	12 months	0.00	0.00	0.00	0.00
1	Call Forward Variable	12 months	0.00	0.00	0.00	0.00
2	Analog DID / Combo Trk FR	12 months	0.00	0.00	22.00	44.00
1	DID 100 No. Block	12 months	0.00	0.00	13.00	13.00
16	Federal Line Charge	12 months	0.00	0.00	7.84	125.44
	Renewal Acct. Number - 100-585-1604					
		Total*		\$0.00		\$485.94

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Martco
 State of Organization/Incorporation: Kentucky
 Customer Address: 337 Byrne Ave, LSVL, KY 40209
 Customer Billing Telephone Numbers: 502-635-1600

Signature: *James L. Ledbetter*
 Name: James L. Ledbetter
 Title: IT DIRECTOR
 Date: 2/14/06

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: *Robert E. Guth*
 Date: 3-7-06

General Manager Approval of Business Terms
 Name: Matthew J. Phillips
 Signature: *Matthew J. Phillips*
 Date: 2/14/06

AC: Misty Parsons

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

TARIFF BRANCH
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 3/9/2006
 (Page 1 of 3)
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

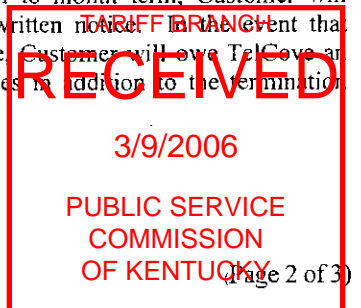
6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. If Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

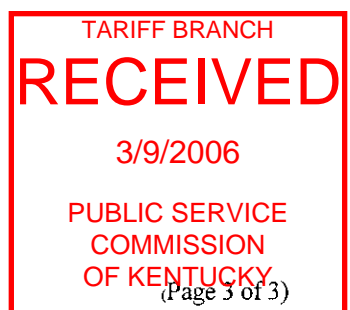
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



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Voice Service Agreement

This Service Agreement ("Service Agreement") between Pieratts, Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN-PRI	24 Months	\$0.00	\$0.00	\$525.00	\$525.00
2	DID 20 NUMBER BLOCK	24 Months	\$0.00	\$0.00	\$8.00	\$16.00
5	FEDERAL LINE CHARGE	24 Months	\$0.00	\$0.00	\$9.20	\$46.00
	Renewal Account # 100-590-1130					
		Total*		\$0.00		\$587.00

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Pieratts, Inc.
 State of Organization/Incorporation: Kentucky
 Customer Address: 1105 S Mount Tabor Rd., Lexington, KY 40517
 Customer Billing Telephone Numbers: _____
859-268-6000

Signature: *Thomas B. Ashford*
 Name: Thomas B. Ashford
 Title: VP of Marketing
 Date: January 27, 2006

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: *Robert E. Guth*
 Date: 3-7-06

General Manager Approval of Business Terms
 Name: Math J. Phillips
 Signature: *Math J. Phillips*
 Date: 7/27/06

AC Darla Quillen

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

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 3/9/2006
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 COMMISSION
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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PUBLIC SERVICE
COMMISSION
OF KENTUCKY

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law and equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.



TelCove

Voice Service Agreement

This Service Agreement ("Service Agreement") between Woodward, Hobson & Fulton ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN-PRI	24 Months	\$0.00	\$0.00	\$500.00	\$500.00
4	DID 20 NUMBER BLOCKS	24 Months	\$0.00	\$0.00	\$8.00	\$32.00
8	BUSINESS LINES FR	24 Months	\$0.00	\$0.00	\$21.00	\$168.00
4	HUNTING	24 Months	\$0.00	\$0.00	\$4.00	\$16.00
13	FEDERAL LINE CHARGE	24 Months	\$0.00	\$0.00	\$9.20	\$119.60
	RENEWAL ACCOUNT #					
	100-590-0392					
		Total*		\$0.00		\$835.60

* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Woodward, Hobson & Fulton
 State of Organization/Incorporation: Kentucky
 Customer Address: 200 W. Vine St., Lexington, KY 40507
 Customer Billing Telephone Numbers: _____
859-244-7122

Signature: Michael T. Brodfuehrer
 Name: MICHAEL T. BRODFUEHRER CLM
 Title: FIRM ADMINISTRATOR
 Date: 2/8/2006

TelCove Approval:

President & Chief Executive Officer
 Name: Robert E. Guth
 Signature: [Signature]
 Date: 3-7-06

General Manager Approval of Business Terms
 Name: Math J. Phillips
 Signature: [Signature]
 Date: 2/8/06

AC Darla Quillen

TelCove
 121 Champion Way
 Canonsburg, PA 15317
 ATTN: Vice President & General Counsel

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 OF KENTUCKY
 (Page 1 of 3)

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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OF KENTUCKY

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11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

