April 1, 2008

Ms. Renee Jenkins
Docketing Division Chief
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793
RE: Case No. 08-370-TP-ATA
In the Matter of the application of Cincinnati Bell Any Distance Inc. to Detariff Certain Tier 2 Services and To Make other Changes related to the Implementation of Case No. 06-1345-TP-ORD

Dear Ms. Jenkins:
Enclosed for filing with the Commission, please find an original and three copies of the ATA Application of Cincinnati Bell Any Distance Inc. to detariff local nonresidential Tier 2 services and all toll services, and to make other changes related to the implementation of Case No. 06-1345-TP-ORD. Included with this filing are the Exhibits as outlined on the attached Telecommunications Application Form.

Should you have any questions concerning this filing please do not hesitate to contact me on (513) 397-1296.

Sincerely,


Kathy Reid
Regulatory Specialist
Regulatory Affairs

Attachments

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# The Public Utilities Commission of Ohlo TELECOMMUNICATIONS APPLICATION FORM for DETARIFFING AND RELATED ACTIONS 

Per the Commission＇s 09／19／07＂Implementation Order＂in Case No．06－1345－TP－ORD
（Effective：10／01／2007 through 04／01／2008）

In the Matter of the Application of Cincinnati Bell Any Distance Inc． to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No．06－1345－TP－ORD ）

Name of Registrant（s）Cincinnati Bell Any Distance Inc．
DBA（s）of Registrant（s）
Address of Registrant（s） 221 E．Fourth Street．103－1280
Company Web Address www．cincinnatibell．com
Regulatory Contact Person（s）Bob Wilhelm
Regulatory Contact Person＇s Email Address bob．Wilhelm＠cinbell．com
Contact Person for Annual Report Tom McCloud
Address（if different from above）
Consumer Contact Information Tom Mccloud
TRF Docket No．90－5815
Case No． 08 － 370 －TP－ATA
NOTE：Unless you have reserved a Case No．leave the＂Case No．＂ fields BLANK．

Address（if different from above）

## Part I－Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below． NOTE：All cases are ATA process cases，tariffs are effective the day they are filed，and remain in effect unless the Commission acts to suspend．

| Carrier Type | $\square$ ILEC | $\triangle$ CLEC | $\triangle$ CTS |
| :---: | :---: | :---: | :---: |
| Business Tier 2 Services | $\square$ | 囚 | $\square$ |
| Residential \＆Business Toll Services | $\square$ | $\square$ | 区 |
| Other Changes required by Rule （Describe in detail in Exhibit C） | $\square$ | $\square$ | $\square$ |

Part II－Exhibits
Note that the following exhibits are required for all filings using this form．

| Included | Identified As： | Description of Required Exhibit： |
| :---: | :---: | :---: |
| ® | Exhibit A | The existing affected tariff pages． |
| $\triangle$ | Exhibit B | The proposed revised tariff pages． |
| 区 | Exhibit C | Matrix or narrative summarizing all changes proposed in the application，and／or other information intended to assist Staff in the review of the Application． |
| 区 | Exhibit D | Explanation of how the Applicant intends to comply with Rule 4901：1－6－ $05(\mathrm{G})(3)$ regarding disclosure of rates，terms，and conditions for detariffed services，including： <br> －citation to the appropriate Web Page if any，in accordance with rule 4901：1－6－05（G）（4），and／or <br> －copy of other materials and publications to be used to comply with 4901：1－6－05（G）（3）． |
| 区 | Exhibit E | One－time customer notice of detariffing and related changes consistent with rule 4901：1－06－16（B），including where customers may find the information regarding such services as required by rule 4901：1－6－05（G）（3）． |
| 区 | Exhibit F | Affidavit that the Customer Notice described in Exhibit C has been sent to Customers． |

## Part III. - Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

## AFFIDAVIT <br> Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Cincinnati Bell Any Distance Inc. , and am authorized to make this statement on its behalf. (Name)
I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on (Date) $4 / 1 / 08$
at (Location) 221 East Fourth Street. 103-128

(Date)


- This affidavit is required for every tarif-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.


## VERIFICATION

I, D. Scott Ringo Jr. verify that I have utilized the Telecofimmurications A upefication Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional mformation sybyntted in connection with this case, is true and correct to the best of my knowledge.
*(Signature and Title)

*Verification is required for every filing. It may be sighed by counsel or an officer of the applicant, or an authorized agent of the applicant.
Send your completed Application Form, including all required attachments as well as the required number of copies, to:
Public Utilities Commission of Ohio Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793

Or
Make such filing electronically as directed in Case No 06-900-AU-WVR

EXHIBIT A

## CURRENT TARIFF PAGES

## Cincinnati Bell Any Distance Inc.

## RESALE INTEREXCHANGE TELECOMMUNICATIONS <br> SERVICE TARIFF

| Issued: May 7, 2007 | Effective: June 7, 2007 |
| :--- | :--- |
|  | In accordance with Case No. |
| D. Scott Ringo, Jr., Assistant Secretary | 07-0539-TP-ACE, issued by The |
| Cincinnati Bell Any Distance Inc. | Public Utilities Commission of |
|  | Ohio |

## CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages.
Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| PAGE | REVISION | PAGE | REVISION | PAGE | REVISION | PAGE | REVISION | Page | REVISION |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 1st | 40 | 2nd | 82 | 1st | 124 | 1st | 166 | 1st |
| 2.1 | 1st | 41 | 1st | 83 | 1st | 125 | 1st | 167 | 1st |
| 3 | 4th | 42 | 1st | 84 | 1st | 126 | 1st | 168 | 1st |
| 4 | Original | 43 | 1st | 85 | 1st | 127 | 1st | 169 | 1st |
| 5 | Original | 44 | 1st | 86 | 1st | 128 | 1st | 170 | 1st |
| 6 | 1st | 45 | 1st | 87 | 1st | 129 | 1st | 171 | 3rd |
| 7 | Original | 46 | 1st | 88 | 1st | 130 | 1st | 172 | 7th |
| 8 | Original | 47 | 1st | 89 | 1st | 131 | 1st | 173 | 6th |
| 9 | Original | 48 | 1st | 90 | 1st | 132 | 1st | 173.1 | 11th |
| 10 | Original | 49 | 1st | 91 | 1st | 133 | 1st | 173.2 | 4th |
| 11 | Original | 50 | 1st | 92 | 1st | 134 | 1st | 173.3 | 8th |
| 12 | Original | 51 | 1st | 93 | 1st | 135 | 1st | 173.4 | 12th |
| 13 | Original | 52 | 1st | 94 | 1st | 136 | 1st | 173.5 | 9th |
| 14 | Original | 53 | 1st | 95 | 1st | 137 | 1st | 173.6 | 6th |
| 15 | Original | 54 | 1st | 96 | 1st | 138 | 1st | 173.7 | 3rd |
| 16 | Original | 55 | 1st | 97 | 1st | 139 | 1st | 173.8 | Original |
| 17 | Original | 56 | 1st | 98 | 1st | 140 | 1st | 173.9 | Original |
| 18 | Original | 57 | 1st | 99 | 1st | 141 | 1st | 173.10 | Original |
| 19 | 1st | 58 | 1st | 100 | 1st | 142 | 1st | 173.11 | First |
| 20 | Original | 59 | 1st | 101 | 1st | 143 | 1st | 173.12 | 1st |
| 21 | 2nd | 60 | 1st | 102 | 1st | 144 | 1st | 173.13 | Original |
| 21.1 | Original | 61 | 1st | 103 | 1st | 145 | 1st | 173.14 | Original |
| 22 | Original | 62 | 1st | 104 | 1st | 146 | 1st |  |  |
| 23 | 1st | 63 | 1st | 105 | 1 st | 147 | 1st | 174 | 9 9th |
| 24 | Original | 64 | 1st | 106 | 1st | 148 | 1st | 175 | 6th |
| 25 | Original | 65 | 1st | 107 | 1st | 149 | 1st | 176 | 5th |
| 26 | Original | 66 | 1st | 108 | 1st | 150 | 1st | 177 | 5th |
| 27 | 2nd | 67 | 1st | 109 | 1st | 151 | 1st | 178 | 5th |
| 28 | 2nd | 68 | 1st | 110 | 1st | 152 | 1st | 179 | 5th |
| 29 | 1st | 69 | 1st | 111 | 1st | 153 | 1 1st | 179.1 | 11th |
| 30 | 2nd | 70 | 1st | 112 | 1st | 154 | 1st | 179.2 | 4th |
| 31 | 2nd | 71 | 1st | 113 | 1st | 155 | $18 t$ | 179.3 | 6th |
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| 33 | 3rd | 73 | 1st | 115 | 1st | 157 | 1st | 179.5 | 8th |
| 34 | 1st | 74 | 1st | 116 | 1st | 158 | 1st | 179.6 | 6th |
| 35 | 3rd | 75 | 1st | 117 | 1st | 159 | 1st | 179.7 | 9th |
| 36 | 3rd | 76 | 1st | 118 | 1st | 160 | 1st | 179.8 | 4th |
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| 39 | 2nd | 81 | 1st | 123 | 1st | 165 | 1st |  |  |

Issued: November 14, 2007

D. Scott Ringo, Jr., Assistant Secretary<br>Cincinnati Bell Any Distance Inc.

Effective: November 14, 2007 In accordance with Case No. 90-5815-TP-TRF, issued by The Public Utilities Commission of Ohio

## CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| PAGE | REVISION | PAGE | REVISION | PAGE | REVISION |
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| 179.10 | 5th |  |  |  |  |
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| 179.12 | 3rd |  |  |  |  |
| 179.13 | 4th |  |  |  |  |
| 179.14 | 2nd |  |  |  |  |
| 179.15 | 3rd |  |  |  |  |
| 179.16 | 1st |  |  |  |  |
| 179.17 | original |  |  |  |  |
| 180 | 1st |  |  |  |  |
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Issued: September 12, 2007
D. Scott Ringo, Jr., Assistant Secretary

Cincinnati Bell Any Distance Inc.

Effective: September 12, 2007 In accordance with Case No. 90-9342-TP-TRF, issued by The Public Utilities Commission of Ohio

Cincinnati Bell Any Distance Inc.
P.U.C.O. Tariff No. 2 4th Revised Page 3 Cancels 3rd Revised Page 3

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## SYMBOLS

The following are the only symbols used for the purposes indicated below:
D - Delete or Discontinue
I- Change Resulting In An Increase to A Customer's Bill
M - Moved From Another Tariff Location
N - New
R - Change Resulting In A Reduction to A Customer's Bill
T - Change In Text or Regulation But No Change In Rate or Charge

| Issued: May 7, 2007 | Effective: June 7, 2007 |
| :--- | :--- |
| D. Scott Ringo, Jr, Assistant Secretary | In accordance with Case No. |
| Cincinnati Bell Any Distance Inc. | 07-0539-TP-ACE, issued by The |
|  | Public Utilities Commission of |
|  | Ohio |

## TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
B. Page Revisions - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
C. Paragraph Numbering Sequence - The are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2
2.1
2.1.1
2.1.1.A
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2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
D. Check Sheet - When a tariff is filed with the commission, an updated check sheet accompanies the filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk(*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

Issued: May 7, 2007
D. Scott Ringo, Jr., Assistant Secretary

Cincinnati Bell Any Distance Inc.

Effective: June 7, 2007
In accordance with Case No. 07-0539-TP-ACE, issued by The Public Utilities Commission of Ohio

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### 1.1 Definitions

Application for Service - a standard order form which includes all pertinent billing, technical and other descriptive information which will enable the carrier to provide the communication service.

ASR (Access Service Request) - Service order processed to the underlying local exchange or interexchange carrier.

Authorization Code - a numerical code, one or more of which are assigned to a customer to enable a reseller to identify use of service on its account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on its account.

Authorized User - a person, firm, corporation or other entity authorized $b$ the customer to receive or send communications.

Automatic Dialing Device - an apparatus provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the called number to the carrier's facilities.

Bandwidth - the total frequency band allocated for a channel.
Busy Hour - the two consecutive half hours during which the greatest volume of traffic is handled.
Cancellation of Order - a customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Cincinnati Bell Any Distance Inc., unless specifically stated otherwise.
Casual Caller - A caller that has not affirmatively selected the Company as its choice of a long distance service provider in advance of placing a long distance call.

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

1.1 Definitions: (continued)

Company - Cincinnati Bell Any Distance Inc., sometimes referred to as "carrier."
Completed Calls - calls answered at the distance end. If a customer is charged for an incomplete call, the Company will issue a one minute credit upon the customer's request.

Custom Account Coding - key, legend or table created by the customer for a unique project or account numbers for its private use.

Customer - the person, firm, corporation or other entity that orders or uses service and is responsible for payment of the rates and charges under a contract or this tariff.

Customer Premises Equipment - communications equipment located at the customer's premises. Such equipment may be provided by the customer or by The Company.

Day Rate Period - unless otherwise specified in this tariff, the Day Rate Period applies during the hours of 8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

Dedicated Port - a port on reseller's switch which is dedicated, at extra charge, to customer's exclusive use, and which is connected to the customer's premises by a private line furnished by the customer or the customer's serving local exchange company.

Delinquent or Delinquency - an account for which a bill or payment agreement for services or equipment has not been paid in full on or before the due date. Amounts due and unpaid after the due date may be subject to a late payment charge.

Disconnect - to render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Dialed Number Information Service (DNIS) - A toll free service option, under which Carrier electronically transmits to Customer, identifying digits (up to 10 digits) that indicate which number was dialed when multiple numbers terminate on the same trunk group.

Issued: May 7, 2007
D. Scott Ringo, Jr., Assistant Secretary

Cincinnati Bell Any Distance Inc.

Effective: June 7, 2007
In accordance with Case No. 07-0539-TP-ACE, issued by The Public Utilities Commission of Ohio

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

1.1 Definitions: (continued)

Evening Rate Period - unless otherwise specified in this tariff, the Evening Rate Period applies during the hours of 5:00 p.m. to, but not including 11:00 p.m., Sunday through Friday.

Excessive Call Attempt - a customer attempt to call over the carrier's network using an invalid authorization code during a measured 15 minute period, within which 10 or more incomplete call attempts are made by the customer from the same customer line, and where those attempts do not complete because the customer has not used a valid authorization code.

Expedite - The best effort acceleration of the installation date in advance of commitment date provided by the Company.

Holidays - for the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas day.

Holiday Rate Period - the evening rate will apply to calls made on the Company recognized holidays, provided, however, that calls made on holidays during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

Interexchange Utility - a utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Local Distribution Area - metropolitan locations served by the Conmany which have been defined by the local exchange telephone company as a local calling area under its local exchange tariff.

Measured Use Service - the provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Issued: May 7, 2007
D. Scott Ringo, Jr., Assistant Secretary

Cincinnati Bell Any Distance Inc.

Effective: June 7, 2007
In accordance with Case No. 07-0539-TP-ACE, issued by The Public Utilities Commission of Ohio

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)
1.1 Definitions: (continued)

Message - a completed telephone call by a customer or end user.
Network Terminal - any location where the Company provides services described herein.
Night/Weekend Rate Period - unless otherwise specified in this tariff, the Night/Weekend Rate Period applies during the hours of 11:00 p.m. to, but not including 8:00 a.m., Monday through Friday; all day Saturday; and from 8:00 a.m. to, but not including 5:00 p.m. Sunday.

Normal Business Hours - the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
Physical Change - the modification of a circuit, dedicated access line, or port at the request of the customer requiring an actual material change.

Post-engineering - After provisioning of service elements.
Pre-engineering - Prior to provisioning of service elements.
Premises - the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rate - money, charge, fee or other recurring assessment billed to customers for services or equipment.
Routing Function - terminating number for toll free service may be designated by time of day, day of the week, region of originating ANI or percentage of calls.

Suspension - temporary disconnection or impairment of service which disables either outgoing or incoming toll communications services provided by the Company.

Speed Number - a signaling arrangement by which a customer may elect to dial a pre-programmed fourdigit number in place of a designated ten-digit number.

Issued: May 7, 2007
D. Scott Ringo, Jr., Assistant Secretary Cincinnati Bell Any Distance Inc.

Effective: June 7, 2007
In accordance with Case No. 07-0539-TP-ACE, issued by The Public Utilities Commission of Ohio

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

1.1 Definitions: (continued)

Terminal Equipment - telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be comected electrically, acoustically or inductively to the telecommunication system.

Toll Free Service - a service that provides long distance calling to a predesignated destination where charges are the responsibility of the call terminated party.

United States - the forty-eight contiguous United States and the District of Columbia.
Validated Account Codes - account codes that have restricted access.
1.2 Abbreviations:

CPE - Customer Premises Equipment
LATA - Local Access and Transport Area
LDA - Local Distribution Area
LEC - Local Exchange Carrier
MTS - Message Telecommunications Service
NSF - Non-sufficient funds
PBX - Private Branch Exchange
SAL - Special Access Line
V\&H - Vertical and Horizontal Coordinates
WATS- Wide Area Telephone Service

Issued: May 7, 2007
D. Scott Ringo, Jr., Assistant Secretary Cincinnati Bell Any Distance Inc.

Effective: June 7, 2007
In accordance with Case No. 07-0539-TP-ACE, issued by The Public Utilities Commission of Ohio

## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

The Company provides long distance message telecommunications service to customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

## SECTION 2 - REGULATIONS (Continued)

### 2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
2.2.2 The Company reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.
2.2.3 To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
2.2.4 Title to all equipment provided by the Company under this tariff remains with the Company.
2.2.5 The customer may not transfer or assign the use of service provided under this tariff except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of the service, and all regulations and conditions contained in this tariff, as well as all conditions for service, shall apply to all such permitted assignees or transferees.
2.2.6 Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by customer, whether invoiced by the Company to the customer, the customer's affiliates, or other designated entities.
2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except where the customer is a duly authorized and regulated common carrier.

Issued: May 7, 2007
D. Scott Ringo, Jr., Assistant Secretary

Cincinnati Bell Any Distance Inc.

Effective: June 7, 2007
In accordance with Case No. 07-0539-TP-ACE, issued by The Public Utilities Commission of Ohio

## SECTION 2 - REGULATIONS (Continued)

### 2.4 Limitation of Liability

2.4.1 In view of the fact that the customer has exclusive control of its communications over the facilities furnished by the Company, and other uses for which facilities may be furnished by the Company, and because of the unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.
2.4.2 The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.
2.4.3 Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
2.4.4 Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others, the customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the customer's premises and further the customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

## SECTION 2 - REGULATIONS (Continued)

### 2.4 Limitation of Liability (Continued)

2.4.5 The Company's liability, if any, for its gross negligence or wilfful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or joint user, or which arise from the use of customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
2.4.6 The Company shall not be liable for any damages, including usage charges, that the customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through equipment controlled and/or provided by the customer, that are transmitted over the Company's network without the authorization of the customer. The customer shall be fully liable for all such usage charges.

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## SECTION 2 - REGULATIONS (Continued)

### 2.5 Interruption of Service

2.5.1 If a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be a pro rata part of the monthly recurring charges (but not for per minute or per call charges) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
2.5.2 A credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify the carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the carrier terminal.

### 2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Sub-part D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

## SECTION 2 - REGULATIONS (Continued)

### 2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:
A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
B. When placing an order for service, the customer must provide:

1. The names and addresses of the persons responsible for the payment of service charges, and
2. The names, telephone numbers, and addresses of the customer contact persons.
C. The customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
3. The negligence or willful act of the customer or user,
4. Improper use of service; and
5. Any use of equipment or service provided by others.
D. After receipt of payment for the damages, the Company will cooperate with the customer in prosecuting a claim against any third party causing damage.
2.7.2 Upon reasonable notice, the equipment provided by the Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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## SECTION 2 - REGULATIONS (Continued)

### 2.7 Customer Responsibility (Continued)

### 2.7.3 Deposits

Applicants or customers whose financial condition is not acceptable to the Company or is not a matter of general knowledge, may be required to make, at any time, a cash deposit up to an amount equaling two and one-half times ( 2.5 x ) one (1) month's actual or estimated charges for the purpose of guaranteeing final payment for service, in accordance with the rules of the Commission. Interest on cash deposits will be payable per the deposit rules and regulations prescribed by the Commission for the period during which the deposit is held. Such deposit will be refunded or credited to the customer upon termination or after one year of prompt payment for service.

### 2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by the Company.
A. Credit allowances for failure of service or equipment starts when the customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
B. The customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the customer or in wiring or equipment connected to the terminal.
C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from the Company performing routine maintenance;
2. Interruptions of service for implementation of a customer order for a change in the service;
3. Interruption caused by the negligence of the customer or an authorized user;
4. Interruptions of service because of the failure of service or equipment due to the customer or authorized user provided facilities.

## SECTION 2 - REGULATIONS (Continued)


#### Abstract

2.7 Customer Responsibility (Continued) 2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels its order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and the Company, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.


## SECTION 2 - REGULATIONS (Continued)

### 2.7 Customer Responsibility (Continued)

### 2.7.6 Payment and Charges for Services

Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnection is requested by the customer in writing, or until canceled by the Company pursuant to this tariff.
A. Payment of Charges

Payment will be due upon receipt of the statement. A payment is considered delinquent thirty (30) days after rendition of the bill. A bill is considered rendered when deposited in the U.S. Mail for delivery to customer's last known address.

1. The customer is responsible for payment of all charges for service fumished to the customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nourecurring charges for services ordered will be billed monthly in advance.
2. Service may be denied or discontinued by the Company for non-payment of past due or delinquent amounts due the Company. Restoration of service will be subject to all applicable installation charges. Disconnection may not occur before thirty (30) days from invoice and the Company must give five (5) days written notice before any disconnection can occur.
B. Late Payment Charge

Customers will be charged a late payment penalty in the amount of $1.5 \%$ per month on all delinquent amounts owed to the Company.
2.7.7 Application of Rates

The rates for service are those in effect for the period that service is furnished.

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## SECTION 2 - REGULATIONS (Continued)

### 2.8 Responsibility of the Company

2.8.1 Calculation of Credit Allowance Under the limitations of section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis.
A. No credit shall be allowed for an interruption of less than two hours.
B. The customer shall be credited for an interruption of two hours or major fraction thereof that the interruption continues.
C. Where there has been an outage, and a minimum usage charge applies, and the customer fails to meet the minimum usage, a credit shall be applied against that minimum. The credit shall equal $1 / 360$ th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.

### 2.8.2 Cancellation of Credit

Where the Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at $1 / 30$ th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

## SECTION 2 - REGULATIONS (Continued)

### 2.8 Responsibility of the Company (Continued)

### 2.8.3 Disconnection of Service by the Company

A. Upon seven (7) days written notice, the company may discontinue service or cancel an application for service without incurring any liability for non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service; (See paragraph 2.12 following for additional regulations associated with nonpayment of toll charges.)
B. Upon five (5) days written notice, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

1. Violation of any regulation governing the service under this tariff;
2. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
3. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
4. Abandonment of the service;
5. Impersonation of another with fraudulent intent;
6. Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the service of others.
7. Abuse or fraudulent use of service; such abuse or fraudulent use includes:
a. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for the service;
b. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, message telecommunications service by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit devise, or by or through any other fraudulent means or devise whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.

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## SECTION 2 - REGULATIONS (Continued)

2.8 Responsibility of the Company (Continued)

### 2.8.3 Disconmection of Service by the Company (Continued)

C. The Company may without notice terminate the subscriber's contract and/or disconnect the service upon:

1. An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the company shall act promptly to restore service as soon as possible;
2. Customer uses equipment is such a mamer as to adversely affect the Company's equipment or service to others, or the safety of the company's employees or subscribers;
3. A subscriber tampers with facilities or equipment owned by the telecommunications provider.
2.8.4 Fractional Charges

Charges for a fractional part of a month (which follows a full month) are calculated by counting the number of days remaining in the billing period after service is furnished or has been discontinued. The number of days remaining in the billing period are counted starting with the day after the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge.
2.8.5 Insufficient Fund Checks

Customers will be charged $\$ 20.00$ on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

## SECTION 2 - REGULATIONS (Continued)

### 2.9 Taxes and Fees

2.9.1 All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the customer's bill.
2.9.2 To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agencyof government.
2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.
2.9.4 The Company may adjust its rates or impose additional rates on its customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

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## SECTION 2 - REGULATIONS (Continued)

### 2.10 Unauthorized Carrier Change Charge

Carrier will assess Reseller a $\$ 200$ Unauthorized Carrier Change Charge (UCCC) for each Primary Interexchange Carrier (PIC) made without prior valid authorization which results in Carrier being named in a complaint filed with a state or federal regulatory authority or counsel. Continued acts of unauthorized PIC's by any Reseller shall be considered grounds for refusing to provide service to that Reseller.
2.11 Unauthorized Service Change Charge

Carrier will assess Reseller a $\$ 200$ Unauthorized Service Change Charge (USCC) for each unauthorized addition of services on an end user's bill which results in Carrier being named in a complaint filed with a state or federal regulatory authority or counsel. Continued acts of unauthorized service changes by any Reseller shall be considered grounds for refusing to provide service to that Reseller.

### 2.12 Toll Blocking

Toll providers or Local Exchange Carriers acting on the behalf of toll providers, subject to billing and collection agreements, may otherwise "universally" block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not, thereby, denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any such subsequent toll provider who is obligated to provide such service under the terms of the PUCO's selective access policy.
A. Blocking of a customer's access to toll provider for nonpayment of toll charges shall be made in accordance with the rules as specified in this Section as well as the rules stated in the Ohio Minimum Service Standards contained in the Administrative Code of Rules and Regulations.

## SECTION 2 - REGULATIONS (Continued)

### 2.13 Toll Limitation

CBAD may establish credit limits for new and existing residential customers based upon credit scores assigned by a commercial credit-reporting agency, or based upon the customers' payment history. Customers may request this service as a means of limiting their toll. Additionally CBAD or the Local Telephone Company on behalf of CBAD may implement Toll Limitation on its own, in order to limit its risk in regard to uncollectible accounts. Toll Limitation service is generally instituted in lieu of a deposit.

CBAD will inform customers when they place an order for new service if they are placed on Toll Limitation. When a customer is placed on Toll Limitation, at their own discretion or by CBAD, a letter will be sent to them outlining the specifics of Toll Limitation. Also, when a customer reaches a threshold limit of toll conversation minutes, a message will be played to that customer when they attempt to place their next toll call. This message will state that they have reached a threshold number of minutes and have only a certain number of available minutes before Toll Limitation is activated on their account. They will also be directed to contact CBAD if they have any questions.

Toll Limitation service will limit customers to eight hundred (800) minutes of unpaid toll usage. The 800 minutes of toll usage limitation is based on actual usage, not just usage that has already appeared on the customer's bill. The 800 minutes of usage consists of toll usage that is provided by CBAD.

Customers will be blocked from initiating toll calls after hanging up on a call that carries them past 800 minutes of accumulated unpaid toll minutes. Once blocked, customers will not be able to begin making toll calls again until they have paid the full amount of toll charges owed.

Customers subject to Toll Limitation implemented by CBAD or by the local telephone company on behalf of CBAD may pay a deposit instead of having their toll access limited. In such case, the amount of the deposit will be based on a minimum of 800 minutes of toll usage per month.

## SECTION 3 - LONG DISTANCE SERVICES

### 3.1 Timing of Calls

3.1.1 The customer's monthly usage charges for the Company service are based upon the total number of minutes the customer uses and the service options to which the customer subscribes. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when the either party hangs up. If the called station hangs up but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment within the telecommunications network.
3.1.2 No charges apply if a call is not completed.
3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the customer of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

### 3.3 Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Service technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment of the Company and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for inter connecting its customer-provided terminal equipment or communications systems with the Company's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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## SECTION 3 - LONG DISTANCE SERVICES (Continued)

### 3.4 Terminal Equipment

The Company's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinter, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at its premises, including customer personnel, wiring, electrical power, and the like incurred in its use of the Company's service.

The customer shall ensure that its terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other customers.

If the customer fails to maintain and operate its terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment or personnel, or impairment to the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, the Company may, upon written notice, terminate the customer's service.

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## SECTION 3 - LONG DISTANCE SERVICES (Continued)

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are currently being used within the industry.

Formula:

$$
\sqrt{\frac{\left.\left(v_{1}\right)-v_{2}\right)^{2}+\left(h_{1}-h_{2}\right)^{2}}{10}}
$$

### 3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of $99 \%$ per 100 calls attempted during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that ninety-nine percent ( $99 \%$ ) of the customers accessing their system will be served during the busy hour.

### 3.7 Special Service Arrangements

Special Service Arrangement charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specificitem associated with the particular Special Service Arrangement request.

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## SECTION 3 - LONG DISTANCE SERVICES (Continued)

## $3.8 \quad$ General

The Company offers Message Telecommunications Service or MTS, Inbound 800 Service, Calling Card Service, Operator Assisted calling programs and dedicated services. The customer's total monthly use of Carrier's service is charged at the applicable rates per minute set forth herein.

### 3.8.1 Message Telecommunications Service (MTS)

MTS or $1+$ dialing is achieved by when the LEC programs the customer's telephone lines to automatically route $1+$ calls to the Company's network. Unless noted otherwise, residential MTS service is billed in sixty ( 60 ) second increments with a sixty ( 60 ) second minimum and business service is billed in six (6) second increments with a thirty (30) second minimum.

### 3.8.2 Toll Free (i.e., 800/888) Service

Toll Free Service is inbound telecommunications service which permits calls to be completed to the customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number which terminates at the customer's location. Toll Free Services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

The Company will accept a prospective Toll Free Service at customer's request for up to ten (10) toll free telephone numbers and will reserve such numbers on a first-come first-served basis. All request for Toll Free Service number reservations must be written, dated and signed by the customer. The Company does not guarantee the availability of numbers until assigned. The requested Toll Free Service telephone numbers, if available, will be reserved for and furnished to the customer.

If a customer who has received a Toll Free Service number does not subscribe to Toll Free Service within thirty (30) days, the Company reserves the right to re-assign the number to another customer.

The following optional features are available with the toll free service.
Time of day routing allows the customer to change the telephone number where the toll free telephone number terminates. The toll free telephone number can be re-routed to four different terminating telephone numbers based on three variables: time of day ( $1 / 2$ hour increments); day of the week; and holiday schedule.

Area code blocking permits customers to select the area codes from which they may receive calls.
800 Directory Service provides the customer with the option to have their 8 XX number listed in directory assistance.

Payphone Blocking will block all calls to the customer's toll free number(s) from payphones when the LEC/CLEC sends the payphone indicator in the call setup message. In instances where the indicator is not sent, the customer will be responsible for the payphone surcharges for all calls made from payphones to their toll free number(s).

## SECTION 3 - LONG DISTANCE SERVICES (Continued)

### 3.8 General (Continued)

$\left.\right|_{\text {(D) }} ^{\text {(D) }}$
3.8.3 Directory Assistance

Listed telephone numbers will be provided to requesting customers at a per call charge.

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## SECTION 3 - LONG DISTANCE SERVICES (Continued)

3.8 General (Continued)

## SECTION 3 - LONG DISTANCE SERVICES (Continued)

3.9 Usage Charges and Billing Increments
3.9.1 Usage Charges

Usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.
3.9.2 Billing Increments

Unless specifically stated in the product description, usage is billed in six (6) second increments.

## SECTION 3 - LONG DISTANCE SERVICES (Continued)

### 3.10 Pay Telephone (Payphone) Surcharge

A surcharge shall be assessed for each call made from a pay telephone to a Company-provided toll-free number or placed by using a Company-provided calling. This charge is to compensate the Company for the Federal Communications Commission assessment which is paid by the Company to pay telephone service providers for the use of their pay telephone instruments (FCC Order 04-182, WC Docket No. 03225).

Per Call Charge: $\quad \$ 0.60$

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## SECTION 3 - LONG DISTANCE SERVICES (Continued)

## SECTION 3 - LONG DISTANCE SERVICES (Continued)

3.11 Directory Assistance Charge

## SECTION 3 - LONG DISTANCE SERVICES (Continued)

### 3.12 Operator Services

The Company offers both Traditional and Alternative Operator Services at the rates provided below.
Operator services are available to Consumers from any Customer location. Operator Services allows the Consumer to place a call from a Customer location and arrange for billing other than to the originating telephone number. Calls are rounded up to the next whole minute for billing purposes and are billed to the Consumer through the monthly bill of the Consumer's local exchange carrier.

The following billing arrangements are available to Consumers through the Company's Operator Services:
a) Customer Dialed Calling/Credit Card

This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.
b) Operator Station

This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.
c) Person-to-Person

This is a service whereby the person originating the call specifies to Cincinnati Bell Any Distance Inc.'s operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

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## SECTION 3 - LONG DISTANCE SERVICES (Continued)

### 3.12 Operator Services (Continued)

### 3.12.1 Rates

| Per minute rate | $\$ 0.45$ |
| :--- | :--- |
| Service Charges |  |

Customer Dialed Calling Card ..... 1.70
Automated Collect ..... 2.50
Operator Station
Calling Card ..... 2.50
Collect ..... 2.50
Sent Paid Non-coin ..... 2.50
Billed to Third Party ..... 2.50
Person-to-Person ..... 2.75

## SECTION 3 - LONG DISTANCE SERVICES (Continued)

3.13 Toll Free (800/8XX) Charges
Per Minute rates vary according to the toll plan. See Section 7.2 - Rates and Charges.
Monthly Service Charge ..... $\$ 7.50$
Time of Day Routing Service: $\$ 100$ per setup, change or removal
Area Code blocking $\$ 100$ per setup, change or removal
800 Directory Service
Monthly Service Charge ..... $\$ 13.69$
Initial Charge ..... $\$ 15.00$
Payphone Blocking
Initial Charge, per account ..... $\$ 200.00$
Monthly Service Charge, per number ..... $\$ 25.00$

Choice 800

This toll free service includes a PIN that is required to be dialed in order to complete a call on the toll free number. This PIN gives the customer control over who calls the toll-free number. A per minute rate will apply for each call; there is no monthly service fee.

Per minute Rate: $\$ .05$
3.15 Casual Calling Plan

Per minute rate: $\$ 0.20$
This per minute rate will apply when the Company's access number, 1010654, is dialed prior to a long distance call being placed.

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## SECTION 3 - LONG DISTANCE SERVICES (Continued)

## SECTION 3 - LONG DISTANCE SERVICES (Continued)

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## SECTION 3 - LONG DISTANCE SERVICES (Continued)

## SECTION 4 - DEDICATED LONG DISTANCE SERVICE

4.1 General
4.1.1 Dedicated Long Distance Service is an interexchange service that consists of local access facilities that connect the customer premise with CBAD's point of presence and are "dedicated" to long distance traffic. The facilities are provided by CBAD through a lease agreement with a competitive access provider or a local exchange company.
4.1.2 The long distance, per minute rates and the monthly service fees associated with the local access facility are based on the customer's commitment to a specific contract term and monthly minimum.
4.2.3 Call detail will be available on the Care anydistance.com website. The customer will be able to generate reports and payment history and to download bill records using this website.
4.1.4 Optional features are available to customers subscribing to Dedicated Long Distance Service.
4.1.4.1 PRI Data Channel - This feature provides a customer with the ability to transmit and receive multiple voice and data circuit switched calls simultaneously over a single facility.
4.1.4.2 8 XX Enhanced Routing - This feature provides the customer with the ability to route toll free numbers based on time of day, day of week and/or holiday schedule.
4.1.4.3 8XX Point of Origination Routing - This feature allows toll free calls to be routed based on the callers automatic number identification (ANI).
4.1.4.4 8XX Overflow - This feature allows toll free calls to overflow automatically to another dedicated or switched facility.
4.1.4.5 8 XX Dialed Number Identification Service (DNIS) - This feature delivers the toll free number that the caller dialed to the customer's line.
4.1.4.6 8XX Directory Assistance listing - This feature allows a customer's name and toll free number to be listed in directory assistance.
4.1.4.7 Automatic Number Identification (ANI) Delivery - This feature provides the customer with the originating caller's ANI.
4.1.4.8 Account Codes - This feature provides the customer with the ability to track long distance usage by requiring a code to be entered before allowing a long distance call from the customers line to be completed. Account codes enable the customer to obtain call detail from the Company that is sorted and summarized based on the code entered by the callers.
4.1.4.9 Verified Account Codes - This type of account code allows a customer to specify the number of digits as well as the specific digits to be used prior to completion of a long distance call on the customer's line.
4.1.4.10 Non-verified Account Codes - This type of account code allows a customer to specify the number of digits to be used prior to completion of a long distance call. All codes within the specified number of digits will allow a long distance call to complete.

## SECTION 4 - DEDICATED LONG DISTANCE SERVICE

### 4.2 Terms and Conditions

> 4.2.1 Monthly usage will be measured begiming with the second month after the customer's service activation date. If the customer's usage is less than the minimum commitment, the customer will pay to CBAD the difference between the minimum commitment and the actual usage. The following charges do not apply to the minimum commitment: switched voice, calling card, nonrecurring charges, feature charges, charges for dedicated access facilities, taxes, fees and other surcharges.
4.2.2 Rates contained in this tariff apply to Customer's long distance service terminating in the continental United States.
4.2.3 Unless otherwise specified, for billing purposes, the minimum call duration for non-calling card outbound and inbound calls is thirty ( 30 ) seconds. In addition, unless otherwise specified usage is measured thereafter in six (6) second increments. All calls are rounded up to the nearest cent.
4.2.5 In the event of early termination of the contracted service, the subscriber shall pay CBAD a lump sum consisting of the following charges:
4.2.5.1 all unpaid charges for service previously rendered;
4.2.5.2 seventy-five ( $75 \%$ ) of the minimum monthly commitment and monthly recurring charges multiplied by the number of months remaining in the term;
4.2.5.3 where CBAD provides the local access, one hundred percent $(100 \%)$ of the local access fees multiplied by the number of months remaining in the contract;
4.2.5.4 a pro-rata payback of all fees that were waived.
4.2.6 Commission approval of the termination liability for Dedicated Long Distance Service contracts or arrangements is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.
4.2.7 Upon completion of the term payment plan the customer may renew their contract at the current tariffed rates. If the customer does not renew their contract and does not elect to discontinue service, CBAD will furnish service to the customer on a month-to-month basis at the 1-year rates associated with a zero monthly minimum commitment.

## Effective: June 7, 2007

In accordance with Case No. 07-0539-TP-ACE, issued by The Public Utilities Commission of Ohio

## SECTION 4 - DEDICATED LONG DISTANCE SERVICE

4.3 Rates and Charges
4.3.1 Usage - Per Minute Rates (Inbound and Outbound)

| Minimum Monthly <br> Commitment | 1 Year Term | 2 Year Term | 3 Year Term |
| :--- | :--- | :--- | :--- |
| $\$ 0$ | $\$ .029$ | $\$ .028$ | $\$ .0275$ |
| $\$ 1000$ | $\$ .027$ | $\$ .026$ | $\$ .024$ |
| $\$ 2500$ | $\$ .025$ | $\$ .024$ | $\$ .022$ |
| $\$ 5000$ | $\$ .0225$ | $\$ .021$ | $\$ .0199$ |
| $\$ 10000$ | Note | Note | Note |

Note: The per minute rates associated with requests for monthly commitments of $\$ 10,000$ or more will be handled on an individual case basis.
4.3.2 Local Access Facility - Monthly Rates

| Minimum Monthly Commitment | Within Cincinnati Bell Telephone (CBT) Operating | Outside CBT's Territory |
| :---: | :---: | :---: |
| \$0 | $\begin{aligned} & \$ 240 \\ & \$ 5.64 / \mathrm{mile} \end{aligned}$ | Competitive Access Provider Quote |
| \$1000 | \$250 | " " |
| \$2500 | \$250 | " |
| \$5000 | \$250 | " " " |
| \$10000 | \$250 |  |

4.3.3 Optional Feature - Monthly and Setup Rates

| Feature | Monthly | Set-Up |
| :--- | :--- | :--- |
| PRI Data Channel (Note) | $\$ 300$ | $\$ 500$ |
| Standard Toll Free Number | $\$ 7.50$ | $\$ 2.50$ |
| 8XX Enhanced Routing | $\$ 50$ | $\$ 25$ |
| 8XX Point of Origination | $\$ 50$ | $\$ 25$ |
| 8XX Overflow | $\$ 50$ | $\$ 50$ |
| 8XX DNIS | - | $\$ 350$ |
| 8XX DA Listing | $\$ 25$ | $\$ 25$ |
| ANI Delivery | $\$ 25$ | $\$ 25$ |
| Verified Account Codes | $\$ 10$ | $\$ 25$ |
| Non-verified Account Codes | $\$ 10$ | $\$ 25$ |
| Trunk Group Changes | - | $\$ 20$ |

Note: Only available where CBT provides the local access facility.

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## SECTION 5 - RESERVED <br> SECTION5-RESERVED

## Reserved

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## SECTION 7 - TOLL PLANS (Continued)

### 7.1 Service Descriptions

7.1.1 Reserved

### 7.1.2 Any Distance Complete Connections (Product 661)-Residential

This product is being offered to residential customers who subscribe to Cincinnati Bell Extended Territories (Sprint Service Area) Complete Connections local service offering. Eligible customers will receive 30 minutes of long distance service each month. After the initial 30 minutes a per minute rate will apply.

As of November 1, 2005 this plan will no longer be available to customers subscribing to CBT's or CBET's Complete Connections - Home Phone Pak local service offering.

### 7.1.3 Business Connections 1000 (Product 105)-Business

This product is being offered to small business customers who subscribe to Cincinnati Bell Telephone's Complete Connections offering. Customers that are eligible to subscribe to this plan, will receive 1000 minutes of long distance service each month, at no charge. A per minute rate of $\$ .06$ will apply after the initial 1000 minutes each month.
7.1.4 Any Distance Complete Connections (Product 667) - Business

This product is grandfathered as of February 23,2007
This product is being offered to small business customers who subscribe to Cincinnati Bell Telephone's Complete Commections offering. Customers that are eligible to subscribe to this plan, will also receive thirty-minutes of long distance service each month, at no charge. 950 access calling cards cannot be used with this toll plan.
7.1.5 AnyTime 500 (Product 64) - Residential

This plan is being offered to residential customers. Customers subscribing to this plan will receive 500 domestic direct dialed minutes per month for a monthly charge of $\$ 20.00$. Additional minutes will be billed at $\$ .06$ per minute. Billing increments for this plan are 60 -second minimum and 60 seconds thereafter. 950 -access calling cards camot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's sequest.
D. Scott Ringo, Jr., Assistant Secretary \& Director Regulatory Affairs Cincinnati Bell Any Distance Inc.

## SECTION 7 - TOLL PLANS (Continued)

### 7.1 Service Descriptions

### 7.1.6 AnyTime 750 (Product 189) - Residential

This plan is being offered to residential customers. Customers subscribing to this plan will receive 750 domestic direct dialed minutes per month for a monthly charge of $\$ 30.00$. Additional minutes will be billed at $\$ .06$ per minute. Billing increments for this plan are 60 -second minimum and 60 seconds thereafter. 60 -second minimum and 60 seconds thereafter. 950 access calling cards cannot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.7 AnyTime 1000 (Product 198) - Residential

This plan is being offered to residential customers. Customers subscribing to this plan will receive 1000 domestic direct dialed minutes per month for a monthly charge of $\$ 40.00$. Additional minutes will be billed at $\$ .06$ per minute. Billing increments for this plan are 60 -second minimum and 60 seconds thereafter. 60 -second minimum and 60 seconds thereafter. 950 access calling cards cannot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.8 AnyTime 500 (Product 391) - Business

This product is being offered to business customers. Customers subscribing to this plan will receive 500 domestic direct dialed minutes per month for a monthly charge of $\$ 20.00$. Additional minutes will be billed at $\$ .06$ per minute. Plan is billed in 6 -second increments with a minimum billing of 30 -seconds. 950 access calling cards cannot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.9 AnyTime 750 (Product 393) - Business

This plan is being offered to business customers. Customers subscribing to this plan will receive 750 domestic dialed minutes per month for a monthly charge of $\$ 30.00$. Additional minutes will be billed at $\$ .06$ per minute. Plan is billed in 6 -second increments with a minimum billing of 30 seconds. 950 access calling cards cannot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.10 AnyTime 1000 (Product 395) - Business

This plan is being offered to business customers. Customers subscribing to this plan will receive 1000 domestic direct dialed minutes per month for a monthly charge of $\$ 40.00$. Additional minutes will be billed at $\$ .06$ per minute. Plan is billed in 6 -second increments with a minimum billing of 30 -seconds. 950 access calling cards cannot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

## SECTION 7 - TOLL PLANS (Contimued)

### 7.1 Service Descriptions


#### Abstract

7.1.11 Basic II (Product 358) - Business

This plan is being offered to business customers. Customers subscribing to this plan will receive a $\$ .09$ per minute rate on Intrastate $1+$ outbound service and $\$ .23$ per minute rate on calling card service. This plan is billed in 6 -second increments. There is a $\$ 6.95$ monthly, minimum usage charge associated with this plan. Calls that will be applied to the minimum usage include inbound and outbound toll calls, calling card calls, collect calls, and operator-assisted calls. Plan is billed in 6 -second increments with a minimum billing of 30 -seconds. 950 access calling cards cannot be used with this toll plan.


7.1.12 Basic II (Product 368) - Residential

This plan is being offered to residential customers. Customers subscribing to this plan will receive a $\$ .10$ per minute rate on Intrastate $1+$ outbound service and a $\$ .25$ per minute rate on calling card service. There is a $\$ 6.95$ monthly, minimum usage charge associated with this plan. Calls that will be applied to the minimum usage include inbound and outbound toll calls, calling card calls; collect calls, and operator-assisted calls. This Plan is billed in 60 -second increments with a 60 second minimum thereafter. 950 access calling cards cannot be used with this toll plan.
7.1.13 Any Distance Complete Connections Universal (Product 435) - Residential THIS SERVICE IS GRANDFATHERED AS OF JULY 27, 2001
This product is being offered to residential customers who subscribe to Cincinnati Bell Telephone's Complete Comections Universal offering. Customers subscribing to this plan will receive a $\$ .04$ per minute rate on Intrastate $1+$ outbound service and a $\$ .25$ per minute rate on calling card service. This Plan is billed in 60 -second increments with a 60 second minimum thereafter. 950 access calling cards cannot be used with this toll plan.
7.1.14 Any Distance Complete Connections Universal (Product 437) - Business THIS SERVICE IS GRANDFATHERED AS OF JULY 27, 2001
This product is being offered to business customers who subscribe to Cincinnati Bell Telephone's Complete Connections Universal offering. Customers subscribing to this plan will receive a $\$ .04$ per minute rate on Intrastate $1+$ outbound service and a $\$ .23$ per minute rate on calling card service. This plan is billed in 6 -second increments. The calling card is billed in 6 -second increments with a 30 second minimum thereafter. 950 access calling cards cannot be used with this toll plan.

## SECTION 7 - TOLL PLANS (Continued)

### 7.1 Service Descriptions

7.1.15 AnyTime 100 (Product 591) - Residential

This plan is being offered to residential customers. Customers subscribing to this plan will receive 100 domestic direct dialed minutes per month for a monthly charge of $\$ 10.00$. Additional minutes will be billed at $\$ .07$ per minute. The calling card rate is $\$ .25$ per minute. This plan is billed in 60 -second increments with a 60 second minimum. 950 access calling cards cannot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.16 AnyTime 100 (Product 593)-Business

This plan is being offered to business customers. Customers subscribing to this plan will receive 100 domestic direct dialed minutes per month for a monthly charge of $\$ 10.00$. Additional minutes will be billed at $\$ .07$ per minute. The calling card rate is $\$ .23$ per minute. This plan is billed in 6 second increments with a 30 second minimum. 950 access calling cards cannot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.17 AnyTime 5000 (Product 597) - Residential

This plan is being offered to residential customers. Customers subscribing to this plan will receive 5000 domestic direct dialed minutes per month for a monthly charge of $\$ 200.00$. Additional minutes will be billed at $\$ .06$ per minute. The calling card rate is $\$ .25$ per minute. This plan is billed in 60 -second increments with a 60 second minimum. 950 access calling cards cannot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.18 Reserved

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## SECTION 7 - TOLL PLANS (Continued)

7.1 Service Descriptions
7.1.19 AnyTime 4000 (Product 475) - Business

This plan is being offered to business customers. Customers who enroll in this plan will receive 4000 domestic direct dialed minutes per month for a monthly fee of $\$ 150.00$. Additional minutes will be billed at $\$ .0375$ per minute. Charges are calculated on a per call basis and rounded up to the nearest penny. The calling card rate is $\$ .23$ per minute. 950 access calling cards cannot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.20 AnyTime 375 (Product 951)-Residential

This plan is being offered to residential customers. Customers who enroll in this plan will receive 375 domestic direct dialed minutes per month for a monthly fee of $\$ 15.00$. Additional minutes will be billed at $\$ .07$ per minute. The calling card rate is $\$ .25$ per minute. This plan is billed in 60 second increments with a 60 second minimum. 950 access calling cards cannot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.21 AnyTime 375 (Product 948) - Business

This plan is being offered to business customers. Customers who enroll in this plan will receive 375 domestic direct dialed minutes per month for a monthly fee of $\$ 15.00$. Additional minutes will be billed at $\$ .07$ per minute. The calling card rate is $\$ .23$ per minute. This plan is billed in 6 second increments with a 30 second minimum. 950 access calling cards cannot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customers request.
7.1.22 Any Distance Centrex Complete Connections (Product 852) - Business

This plan is being offered to business customers who subscribe to Cincinnati Bell Telephone's Centrex Complete Comnections Offer. Customers subscribing to this plan will receive a $\$ .04$ per minute rate on all Intrastate $1+$ outbound and 8 XX Inbound Service and a $\$ .23$ per minute rate on calling card service. This plan is billed in 6 -second increments with a 30 second minimum. 950 access calling cards camnot be used with this toll plan.

## SECTION 7 - TOLL PLANS (Continued)

### 7.1 Service Descriptions

7.1.23 Any Distance 5 (Product 338) - Business
This plan is being offered to business customers. Customers who enroll in this plan will receive a
rate of $.05 /$ minute for intrastate outbound toll calls and $8 X X$ inbound calls. The calling card rate is
\$. 23 per minute. This plan is billed in 6 -second increments with a 30 second minimum. 950 access
calling cards cannot be used with this toll plan.
7.1.24 AnyTime 100 (Product 959) - Residential

This plan is being offered to residential customers who meet one of the following parameters:

1. subscribe to CBET (SBC service area) local service
2. subscribe to the grandfathered Home Phone Pak available through CBT or CBET
3. subscribe to the current Home Phone Pak available through CBT or CBET and also to CB wireless service.

This toll plan provides 100 domestic direct dialed minutes per month for a monthly service charge of $\$ 5.00$. Additional minutes will be $\$ .07$ per minute. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.25 AnyTime Elite 250 Winback (Product 968) - Residential

This plan is being offered to residential customers who have discontinued their Any Distance plan for the purpose of subscribing to a toll plan with another Interexchange carrier. These customers will be eligible for a toll plan that provides 250 domestic direct dialed minutes per month for a monthly service charge of $\$ 10.00$. Additional minutes will be $\$ .07$ per minute. 950 access calling cards cannot be used with this toll plan. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.26 Custom Comections 200 (Product 919) - Residential

This plan is being offered to residential customers. Customers who enroll in this plan will receive 200 outbound, domestic long distance minutes per month, for a monthly charge of $\$ 8.00$.
Additional minutes will be rated at $\$ .06$ per minute. Charges associated with calling cards and 8 XX numbers for this plan are also detailed in the rates and charges section of this tariff. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

## SECTION 7 - TOLL PLANS (Continued)

### 7.1 Service Descriptions

7.1.27 Custom Conmections 200 (Product 25 ) - Business
This plan is being offered to business customers. Customers who enroll in this plan will receive
200 outbound, domestic long distance minutes per month, for a monthly charge of $\$ 8.00$.
Additional minutes will be rated at $\$ .06$ per minute. These customers will also have the
opportunity to add additional minutes for additional monthly charges as detailed in the rates and
charges section of this tariff. Charges associated with calling cards and $8 \times X$ numbers for this plan
are also detailed in the rates and charges section of this tariff. Call detail will be provided on
monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.28 Custom Connections Unlimited (Product 599) - Residential

This plan is being offered to residential customers who subscribe to a Cincinnati Bell Extended Territories LLC (Sprint Service Area) local service bundje (bundle must include a Home Phone Pak Service and either asymmetrical digital subscriber line service or CBT's wireless service). For a monthly service fee of $\$ 10$, this plan provides unlimited outgoing, domestic, long distance service. A per minute rate will apply to calling cards and 8 XX numbers associated with this plan. Monthly call details are provided via the Internet.

This plan is to be used for personal, non-commercial use only. Subscribers may not resell or redistribute this plan or any portion thereof, or otherwise charge others to use this plan, or any portion thereof. Subscriber agrees not to use this plan for any enterprise purpose whether or not the enterprise is directed toward making a profit, including but not limited to, telemarketing, call center services, medical transcription, or facsimile broadcasting. The Company will review accounts that have an excessive number of calls during a fixed period, heavy usage during business hours or heavy usage concentrated over consecutive dates. The Company reserves the right to disconnect upon notice as required by applicable law any prohibited transmissions or uses and to terminate this plan in the event of usage that may be deemed to be business use or usage that originates from a phone line that is listed as a business line by any govermment agency, telephone directory, business letterhead or phone company. The Company regards any such usage as fraudulent.

Customers subscribing to this plan who receive a bundled local/long distance bill and who elect to receive their bills via the Internet (e-bill) and/or sign up to have their bills automatically deducted from their checking accounts on the due date of the bill (auto-pay) will be eligible for discounts of $\$ 3.00$ and/or $\$ 2.00$. These discounts will apply per account.

## SECTION 7 - TOLL PLANS (Continued)

### 7.1 Service Descriptions

### 7.1.29 Custom Connections Unlimited (Product 063) - Residence

This plan is being offered to residential customers. For a monthly service fee of $\$ 20$ this plan provides unlimited outgoing, domestic, long distance service. A per minute rate will apply to calling cards and 8 XX numbers associated with this plan. Monthly call details are provided via the Internet.

This plan is to be used for reasonable, non-commercial use only. Subscribers may not resell or redistribute this plan or any portion thereof, or otherwise charge others to use this plan, or any portion thereof. Subscriber agrees not to use this plan for any enterprise purpose whether or not the enterprise is directed toward making a profit, including but not limited to, telemarketing, call center services, medical transcription, or facsimile broadcasting. The Company will review accounts that have an excessive number of calls during a fixed period, heavy usage during business hours or heavy usage concentrated over consecutive dates. The Company reserves the right to disconnect upon notice as required by applicable law any prohibited transmissions or uses and to terminate this plan in the event of usage that may be deemed to be business use or usage that originates from a phone line that is listed as a business line by any government agency, telephone directory, business letterhead or phone company. The Company regards any such usage as fraudulent.
7.1.30 Any Distance 100 (Product 078) - Business

This plan is being offered to business customers who subscribe to a Cincinnati Bell Complete Connections Service and reside in the Dayton Service Rate Area. This toll plan provides 100 domestic direct dialed mimutes per month for a monthly service charge of $\$ 5.00$. Additional minutes will be $\$ .07$ per minute. This plan also provides calling card service and 8 XX number service. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
7.1.31 Custom Connections Unlimited (Product 068) - Business

This plan is being offered to business customers who subscribe to a Cincinnati Bell Complete Connections Service and reside in the Dayton Service Rate Area. For a monthly service fee of $\$ 20$, this plan provides unlimited outgoing, domestic, long distance service. This toll plan will only be sold on a per line basis. A per minute rate will apply to calling cards and 8 XX numbers associated with this plan. Subscribers may not resell or redistribute this plan, or any portion thereof, or otherwise charge others to use this plan, or any portion thereof. This plan may not be used for telemarketing, call center services, medical transcription, or facsimile broadcasting. The Carrier reserves the right to discomect upon notice as required by applicable law any prohibited transmissions or uses and to terminate this plan in the event of a violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period, heavy usage concentrated over consecutive dates, or usage that may be defined to be non-qualified business use as previously stated. The carrier reserves the right to suspend or terminate this plan for a single violation of the terms of use.

## SECTION 7 - TOLL PLANS (Continued)

7.1 Service Descriptions

### 7.1.32 Any Distance 4000 (Product 523) - Business

This plan is being offered to business customers who purchase CBT local service and are located in the Dayton lata. Customers who enroll in this plan will receive 4000 domestic direct dialed minutes per month for a monthly service fee. Additional minutes will be billed at $\$ .0375$ per minute. Charges are calculated on a per call basis and rounded up to the nearest penny. The calling card rate is $\$ .23$ per minute. This plan also provides calling card service and 8 XX number service.

### 7.1.33 Any Distance 2500 (Product 608) - Business <br> This plan is being offered to business customers located in the Dayton Lata. The plan provides 2500 domestic direct dialed minutes per month for a monthly service fee of $\$ 90$. Additional minutes will be billed at $\$ .036$. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

7.1.34 Any Time 2500 (Product 609) - Business

This plan is being offered to business customers who purchase a Total Access bundle from Cincinnati Bell Telephone. The plan provides 2500 domestic direct dialed minutes per month for monthly service fee of $\$ 100$. Additional minutes will be billed at $\$ .045$. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.
D. Scott Ringo, Jr, Assistant Secretary \& Director Regulatory Affairs Cincimati Bell Any Distance Inc.

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## SECTION 7 - CINCINNATI BELL ANY DISTANCE SERVICES (Continued)

### 7.1 Any Distance Service Offerings

### 7.1.35 Switched Voice Contracts - Business

This plan offers business customers outbound, switched long distance rates that are based on specific contract terms and monthly minimum commitments. For billing purposes, calls associated with this plan are rounded up to the nearest cent. The monthly call detail associated with this plan is provided to the customer via a website.

Beginning with the first month after the service activation date, the customer's usage will be measured to see if the minimum commitment has been met. If the customer's usage is less than the minimum commitment, the customer will pay to CBAD the difference between the minimum commitment and the actual usage. The following charges are not included when calculating the minimum commitment: calling card, nonrecurring charges, feature charges, taxes, fees and other surcharges.

In the event of early termination of the contracted service, the subscriber shall pay CBAD a lump sum consisting of the following charges:
all unpaid charges for service previously rendered;
fifty percent $(50 \%)$ of the minimum monthly commitment and monthly recurring charges multiplied by the number of months remaining in the term;

Commission approval of the termination liability for switched voice contracts or arrangements is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

Upon completion of the term payment plan the customer may renew their contract at the current tariffed rates. If the customer does not renew their contract and does not elect to discontinue service, CBAD will furnish service to the customer on a month-to-month basis at the 1 -year rates associated with a $\$ 100$ monthly minimum commitment.

## SECTION 7 - CINCINNATI BELL ANY DISTANCE SERVICES (Continued)

### 7.1 Any Distance Service Offerings


#### Abstract

7.1.37 Any Distance Unlimited (Product 193) - Residence

This plan is being offered to residential customers who subscribe to CBET local service (SBC service area). For a monthly service fee of $\$ 15$ this plan provides unlimited outgoing, domestic, long distance service. A per minute rate will apply to calling cards and 8XX numbers associated with this plan. Monthly call details are provided via the Internet.

This plan is to be used for reasonable, non-commercial use only. Subscribers may not resell or redistribute this plan or any portion thereof, or otherwise charge others to use this plan, or any portion thereof. Subscriber agrees not to use this plan for any enterprise purpose whether or not the enterprise is directed toward making a profit, including but not limited to, telemarketing, call center services, medical transcription, or facsimile broadcasting. The Company will review accounts that have an excessive number of calls during a fixed period, heavy usage during business hours or heavy usage concentrated over consecutive dates. The Company reserves the right to disconnect upon notice as required by applicable law any prohibited transmissions or uses and to terminate this plan in the event of usage that may be deemed to be business use or usage that originates from a phone line that is listed as a business line by any government agency, telephone directory, business letterhead or phone company. The Company regards any such usage as fraudulent.


D. Scott Ringo, Jr., Assistant Secretary \& Director Regulatory Affairs Cincinnati Bell Any Distance Inc.

## SECTION 7 - CINCINNATI BELL ANY DISTANCE SERVICES (Continued)

### 7.1 Any Distance Service Offerings

7.1.38 Any Distance Unlimited (Products 361 \& 163) - Residence

This plan is being offered to residential customers who subscribe to a Cincinnati Bell Telephone local service bundle (bundle must include a Home Phone Pak Service and either asymmetrical digital subscriber line service or CB wireless service). For a monthly service fee this plan provides unlimited outgoing, domestic, long distance service. A per minute rate will apply to calling cards and 8 XX numbers associated with this plan. Monthly call details are provided via the Internet.

This plan is to be used for reasonable, non-commercial use only. Subscribers may not resell or redistribute this plan or any portion thereof, or otherwise charge others to use this plan, or any portion thereof. Subscriber agrees not to use this plan for any enterprise purpose whether or not the enterprise is directed toward making a profit, including but not limited to, telemarketing, call center services, medical transcription, or facsimile broadcasting. The Company will review accounts that have an excessive number of calls during a fixed period, heavy usage during business hours or heavy usage concentrated over consecutive dates. The Company reserves the right to disconnect upon notice as required by applicable law any prohibited transmissions or uses and to terminate this plan in the event of usage that may be deemed to be business use or usage that originates from a phone line that is listed as a business line by any govermment agency, telephone directory, business letterhead or phone company. The Company regards any such usage as fraudulent.
7.1.39 Any Distance Complete Connections (Product 447) - Residential

This product is being offered to residential customers who subscribe to Cincinnati Bell Telephones Complete Connections local service offering. Eligible customers will receive 50 minutes of long distance service each month. After the initial 50 minutes a per minute rate will apply.
D. Scott Ringo, Jr., Assistant Secretary \& Director Regulatory Affairs Cincinnati Bell Any Distance Inc.

In accordance with Case No. 07-0539-TP-ACE, issued by The Public Utilities Commission of Ohio

## SECTION 7 - TOLL PLANS (Continued)

### 7.1 Any Distance Service Offerings


#### Abstract

7.1.40 Complete Connections Unlimited (Product 046) - Residence

This plan is being offered to residential customers who subscribe to a Cincinnati Bell Telephone or Cincinnati Bell Extended Territories complete connections bundle. For a monthly service fee of $\$ 10$ this plan provides unlimited outgoing, domestic, long distance service. A per minute rate will apply to calling cards and 8 XX numbers associated with this plan. Monthly call details are provided via the Internet.

This plan is to be used for reasonable, non-commercial use only. Subscribers may not resell or redistribute this plan or any portion thereof, or otherwise charge others to use this plan, or any portion thereof. Subscriber agrees not to use this plan for any enterprise purpose whether or not the enterprise is directed toward making a profit, including but not limited to, telemarketing, call center services, medical transcription, or facsimile broadcasting. The Company will review accounts that have an excessive number of calls during a fixed period, heavy usage during business hours or heavy usage concentrated over consecutive dates. The Company reserves the right to disconnect upon notice as required by applicable law any prohibited transmissions or uses and to terminate this plan in the event of usage that may be deemed to be business use or usage that originates from a phone line that is listed as a business line by any government agency, telephone directory, business letterhead or phone company. The Company regards any such usage as fraudulent.

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## SECTION 7 - TOLL PLANS (Contimued)

### 7.1 Any Distance Service Offerings (Continued)

7.1.41 Business Connections Unlimited (Products 155, 156, 157, 190, 191, 192) - Business

This plan is being offered to business customers who subscribe to Cincinnati Bell Telephone Business Connections on a 12,24 or 36 -month contract basis. If the customer terminates the contract prior to the expiration of the contract they will be responsible for an early termination fee charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the end of the contract term.

For a monthly service fee, this plan provides unlimited outgoing, domestic, long distance service. This toll plan will only be sold on a per line basis and will be limited to three per customer, per location. This plan may not be used in conjunction with and strictly prohibits the following: auto dialers, predictive dialers or other devices that generate automated outbound calls; other long distance Internet and/or Intranet access; call center applications including but not limited to PBX trunks; ground start line or trunks: ISDN service: Broadcast FAX; medical transcription; foreign exchange services; remote call forwarding; public telephone service; public access smart-pay phones; analog to digital conversion digital PBX service: WATS service; any type of automatic call distribution system; the functional equivalent of any such system listed above; shared amongst group or multi-housing (including but not limited to housing associated with educational institutions or military barracks); multi-party conference calls (except those calls placed by using the three-way calling service); calls to chat lines: $900,976,700$ numbers; other calls to access information services; directory assistance; or toll free calling services. If CBAD determines the Customer is violating any of the above restrictions, the Customer shall forfeit eligibility for the rates under this plan and will be moved to the CBAD casual call plan at $\$ .20$ per minute.

Commission approval of the termination liability as described above, is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

## SECTION 7 - TOLL PLANS (Continued)

### 7.1 Any Distance Service Offerings (Continued)

7.1.42 Product 527 Plan (Business)

This plan is for business customers who have discontinued their local telephone service with Cincinnati Bell, established local telephone service with another company and now wish to return to Cincinnati Bell or who have received a competitive offer from another telephone company. To be eligible for this plan customers are required to sign a 12, 24 or 36 -month contract and subscribe to Cincinnati Bell local services.

This plan offers 1000 domestic direct dialed minutes per month at no additional charge, for the life of the contract. At the expiration of the contract the customer will receive the Anytime 1000 Plan.
7.1.43 Product 528 Plan (Business)

This plan is for business customers who have discontinued their local telephone service with Cincinnati Bell, established local telephone service with another company and now wish to return to Cincinnati Bell or who have received a competitive offer from another telephone company. To be eligible for this plan customers are required to sign a 12, 24 or 36 -month contract and subscribe to Cincinnati Bell local services.

This plan offers 2500 domestic direct dialed minutes per month at no additional charge, for the life of the contract. At the expiration of the contract the customer will receive the Anytime 2500 Plan.
7.1.44 Product 529 Plan (Business)

This plan is for business customers who have discontinued their local telephone service with Cincinnati Bell, established local telephone service with another company and now wish to return to Cincimati Bell or who have received a competitive offer from another telephone company. To be eligible for this plan customers are required to sign a 12,24 or 36 -month contract and subscribe to Cincinnati Bell local services.

This plan offers 5000 domestic direct dialed minutes per month at no additional charge, for the life of the contract. At the expiration of the contract the customer will receive the Anytime 4000 Plan.
7.1.45 Product 540 Plan (Business)

This plan is for business customers who have discontinued their local telephone service with Cincinnati Bell, established local telephone service with another company and now wish to return to Cincinnati Bell or who have received a competitive offer from another telephone company. To be eligible for this plan customers are required to sign a 12,24 or 36 -month contract and subscribe to Cincinnati Bell local services.

This plan offers 10,000 domestic direct dialed minutes per month at no additional charge, for the
life of the contract. At the expiration of the contract the customer will receive the Anytime 4000
This plan offers 10,000 domestic direct dialed minutes per month at no additional charge, for the
life of the contract. At the expiration of the contract the customer will receive the Anytime 4000 Plan.

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## SECTION 7 - TOLL PLANS (Continued)

### 7.1 Any Distance Service Offerings (Continued)

7.1.46 Product 541 Plan (Business)

This plan is for business customers who have discontinued their local telephone service with Cincinnati Bell, established local telephone service with another company and now wish to return to Cincinnati Bell or who have received a competitive offer from another telephone company. To be eligible for this plan customers are required to sign a 12,24 or 36 -month contract and subscribe to Cincinnati Bell local services.

This plan offers 15,000 domestic direct dialed minutes per month at no additional charge, for the life of the contract. At the expiration of the contract the customer will receive the Anytime 4000 Plan.

## SECTION 7 - TOLL PLANS (Continued)

### 7.2 Rates and Charges

### 7.2.1 Reserved

### 7.2.2 Any Distance Complete Connections (Product 661) - Residential

## Rates Per Minute

Intrastate $1+$ Outbound
Peak 0.15
Off-Peak 0.10
Calling Card Service 0.25
8 XX Inbound (all time periods) 0.15
Calling Card Surcharge, per call: $\$ 0.69$
Billing Increments: 60 -second minimum, 60 second thereafter
Time Periods: Peak 7:00 AM to 7:00 PM Monday thru Friday (except for holidays) Off-Peak: All other times and holidays

8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
Holidays: New Years Day, Christmas, Thanksgiving, July 4th and Labor Day
Per minute charges will apply after the first 30 minutes of calls, each month.

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D. Scott Ringo, Jr., Assistant Secretary \& Director Regulatory Affairs Cincinnati Bell Any Distance Inc.

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In accordance with Case No. 07-0539-TP-ACE, issued by The Public Utilities Commission of Ohio

## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)

### 7.2.3 Business Connections 1000 (Product 105)-Business

Rates Per Minute
Intrastate 1+ Outbound $\quad \$ 0.06$
8 XX Inbound 0.06
Calling Card Service 0.23
Calling Card Surcharge, per call: $\$ 0.69$
Billing Increments: Outbound rate 30 -second minimum, 6 seconds thereafter Calling Card 30 -second minimum, 6 seconds thereafter

Time Periods: All Times
Per minute charges will be calculated after the first 1000 minutes of calls, each month.

### 7.2.4 Any Distance Complete Connections (Product 667) - Business

This product is grandfathered as of February 23,2007

|  | Rates Per Minute |
| :--- | :---: |
| Intrastate $1+$ Outbound | $\$ 0.08$ |
| $8 X X$ Inbound | 0.08 |
| Calling Card Service | 0.23 |
|  |  |
| Calling Card Surcharge, per call: $\$ 0.69$ |  |
| Billing Increments: $\quad$ Outbound rate 30 -second minimum, 6 seconds thereafter |  |
|  | Calling Card 30-second minimum, 6 seconds thereafter |

Time Periods: All Times
Includes one 8 XX number, additional numbers $\$ 7.50$ per month
Per minute charges will be calculated after the first 30 minutes of calls, each month.

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## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)

### 7.2.5 AnyTime 500 (Product 64) - Residential

Rates Per Minute
Intrastate 1+ Outbound $\$ 0.06$
Intrastate Inbound 0.06
Calling Card Service 0.25
Monthly Charge: $\$ 20.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charges will not apply to the first 500 domestic direct dialed minutes, per month. Per minute charges will be calculated for calls over 500 minutes each month.

Billing Increments: 60 second minimum, 60 seconds thereafter
Time Periods: All Times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
7.2.6 AnyTime 750 (Product 189) - Residential

Rates Per Minute
Intrastate 1+ Outbound $\$ 0.06$
8XX Inbound 0.06
Calling Card Service 0.25
Monthly Charge: $\$ 30.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charges will not apply to the first 750 domestic direct dialed minutes, per month. Per minute charges will be calculated for calls over 750 minutes each month.

Billing Increments: 60 second minimum, 60 seconds thereafter
Time Periods: All Times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$

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## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)
7.21.7 AnyTime 1000 (Product 198) - Residential

Intrastate $1+$ Outbound $\$ 0.06$
8XX Inbound 0.06
Calling Card Service 0.25
Monthly Charge: $\$ 40.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charges will not apply to the first 1000 domestic direct dialed minutes, per month. Per minute charges will be calculated for calls over 1000 minutes each month.

Billing Increments: 60 second minimum, 60 seconds thereafter
Time Periods: All Times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
7.2.8 AnyTime 500 (Product 391) - Business

## Rates Per Minute

Intrastate 1+ Outbound $\$ 0.06$
8XX Inbound 0.06
Calling Card Service 0.23
Monthly Charge: $\$ 20.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charges will not apply to the first 500 domestic direct dialed minutes, per month. Per minute charges will be calculated for calls over 500 minutes each month.

Billing Increments: 30 second minimum, 6 seconds thereafter
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
Time Periods: All Times

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## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)

### 7.2.9 AnyTime 750 (Product 393) - Business

Rates Per Minute
Intrastate 1+ Outbound
$\$ 0.06$
8 XX Inbound 0.06
Calling Card Service 0.23
Monthly Charge: $\$ 30.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charges will not apply to the first 750 domestic direct dialed minutes, per month. Per minute charges will be calculated for calls over 750 minutes each month.

Billing Increments: 30 -second minimum, 6 seconds thereafter
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
Time Periods: All Times
D. Scott Ringo, Jr., Assistant Secretary \& Director Regulatory Affairs Cincinnati Bell Any Distance Inc.

## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)

### 7.2.10 AnyTime 1000 (Product 395)-Business

## Rates Per Minute

Intrastate $1+$ Outbound ..... $\$ 0.06$
8XX Inbound ..... 0.06
Calling Card Service ..... 0.23
Monthly Charge: $\$ 40.00$
Calling Card Surcharge, per call: $\$ 0.69$Per minute charges will not apply to the first 1000 domestic direct dialed minutes, per month. Perminute charges will be calculated for calls over 1000 minutes each month
Billing Increments: 30 -second minimum, 60 seconds thereafter
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$(C)
Time Periods: All Times
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## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)
7.2.11 Basic II (Product 358) - Business

Rates Per Minute
Intrastate 1+ Outbound $\$ 0.09$
8 XX Inbound 0.15
Calling Card Service 0.23
Calling Card Surcharge, per call: $\$ 0.69$
Monthly minimum usage charge: $\$ 6.95$
Billing Increments: Outbound rate 30 -second minimum, 6 seconds thereafter
Calling Card 30 second minimum, 6 seconds thereafter
Time Periods: All Times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
7.2.12 Basic II (Product 368) - Residential

Rates Per Minute
Intrastate $\mathbf{1}+$ Outbound $\quad \$ 0.10$
8XX Inbound 0.15
Calling Card Service 0.25
Calling Card Surcharge, per call: $\$ 0.69$
Monthly minimum usage charge: $\$ 6.95$
Billing Increments: 60 seconds minimum, 60 seconds thereafter
Time Periods: All Times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$

## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)
7.2.13 Any Distance Complete Connections Universal (Product 435) - Residential

THIS SERVICE IS GRANDFATHERED AS OF JULY 27, 2001
Rates Per Minute
Intrastate 1+ Outbound $\$ 0.04$
8XX Inbound 0.04
Calling Card Service 0.25
Calling Card Surcharge, per call: $\$ 0.69$
Billing Increments: 60 seconds minimum, 60 seconds thereafier
Time Periods: All Times
7.2.14 Any Distance Complete Connections Universal (Product 437) - Business

THIS SERVICE IS GRANDFATHERED AS OF JULY 27, 2001
Rates Per Minute
Intrastate $1+$ Outbound $\quad \$ 0.04$
8 XX Inbound 0.04
Calling Card Service 0.23
Calling Card Surcharge, per call: $\$ 0.69$
Billing Increments: Outbound rate 6 second minimum, 6 seconds thereafter
Calling Card 30 second minimum, 6 seconds thereafter
Time Periods: All Times

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## SECTION 7 - TOLL PLANS (Continued)

### 7.2 Rates and Charges (Continued)

### 7.2.15 AnyTime 100 (Product 591) - Residential

Rates Per Minute

| Intrastate 1+ Outbound | $\$ 0.07$ |
| :--- | ---: |
| 8XX Inbound | 0.07 |
| Calling Card Service |  |

Monthly Charge: $\$ 10.00$
Calling Card Surcharge, per call: $\$ 0.69$

Per minute charge will apply to calls after the first 100 minutes.
Billing Increments: 60 second minimum, 60 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
7.2.16 AnyTime 100 (Product 593) - Business

Intrastate 1+ Outbound
Rates Per Minute
8XX Inbound $\$ 0.07$ 0.07

Monthly Charge: $\$ 10.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charge will apply to calls after the first 100 minutes.
Billing Increments: Outbound rate 30 -second minimum, 6 seconds thereafter
Calling Card 30 -second minimum, 6 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$

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## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)
7.2.17 AnyTime 5000 (Product 597)-Residential

Intrastate $1+$ Outbound

## Rates Per Minute

- $\quad \$ 0.06$

8XX Inbound 0.06
Calling Card Service 0.25
Monthly Charge: $\$ 200.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charge will apply to calls after the first 5000 minutes.
Billing Increments: 60 second minimum, 60 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
7.2.18 Reserved
D. Scott Ringo, Jr., Assistant Secretary \& Director Regulatory Affairs Cincinnati Bell Any Distance Inc.

## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)
7.2.19 AnyTime 4000 (Product 475) - Business

Intrastate $1+$ Outbound

## Rates Per Minute

Calling Card Service 0.23
Monthly Charge: $\$ 150.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charge will apply to calls after the first 4000 minutes. Charges are calculated on a per call basis and rounded up to the nearest penny.

Billing Increments: Outbound rate 30 -second minimum, 6 seconds thereafter
Calling Card 30 -second minimum, 6 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
7.2.20 AnyTime 375 (Product 951) - Residential

Intrastate 1+ Outbound $\$ 0.07$
8 XX Inbound 0.07
Monthly Charge: $\$ 15.00$
Calling Card Surcharge: $\$ 0.69$
Per minute charge will apply to calls after the first 375 minutes.
Billing Increments: 60 second minimum, 60 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$

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SECTION 7 - TOLL PLANS (Continued)
7.2 Rates and Charges (Continued)

| 7.2.21 AnyTime 375 (Product 948)-Business |  |
| :--- | :--- |
| Intrastate 1+ Outbound | Rates Per Minute |
| 8XX Inbound | $\$ 0.07$ |
| Calling Card Service | 0.07 |
|  | 0.23 |

Monthly Charge: $\quad \$ 15.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charge will apply to calls after the first 375 minutes.
Billing Increments: 30 -second minimum, 6 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number. $\$ 7.50$
7.2.22 Any Distance Centrex Complete Connections (Product 852) - Business

Rates Per Minute
Intrastate 1+ Outbound \$0.04
8 XX Inbound 0.04
Calling Card Service 0.23
Calling Card Surcharge, per call: $\$ 0.69$
Billing Increments: 30 -second minimum, 6 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
7.2.23 Any Distance 5 (Product 338) - Business

Rates Per Minute
Intrastate 1+ Outbound/8XX Inbound \$0.05
8 XX Inbound 0.05
Calling Card Service 0.23
Calling Card Surcharge, per call: \$0.69
Billing Increments: 30 -second minimum, 6 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$

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## SECTION 7 - TOLL PLANS (Continued)

### 7.2 Rates and Charges (Continued)

### 7.2.24 AnyTime 100 (Product 959) - Residential

## Rates Per Minute

Intrastate $1+$ Outbound $\quad \$ 0.07$
8 XX Inbound 0.07
Monthly Charge: $\quad \$ 5.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charge will apply to calls after the first 100 domestic direct dialed minutes each month.
Billing Increments: 60 -second minimum, 60 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
7.2.25 AnyTime Elite 250 Winback (Product 968) - Residential

## Rates Per Minute

Intrastate $1+$ Outbound $\$ 0.07$
8XX Inbound 0.07
Calling Card Service 0.25
Monthly Charge: $\quad \$ 10.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charge will apply to calls after the first 250 domestic direct dialed minutes each month.
Billing Increments: 60 -second minimum, 60 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$

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## SECTION 7 - TOLL PLANS (Continued)

### 7.2 Rates and Charges (Contimued)

### 7.2.26 Custom Connections 200 (Product 919) - Residential

## Rates Per Minute

| Intrastate $1+$ Outbound | $\$ 0.06$ |
| :--- | ---: |
| 8XX Inbound | 0.06 |
| Calling Card Service | 0.25 |
| Monthly Charge: $\quad \$ 8.00$ |  |
| Calling Card Surcharge, per call: $\$ 0.69$ |  |

Per minute charge will apply to calls after the first 200 domestic direct dialed outbound minutes each month.

Billing Increments: 60 -second minimum, 60 -seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
Optional upgrades:
Optional bolt-ons are grandfathered as of February 2, 2004

Additional Outbound mimutes
250
375
625
875
3000
5000

Additional Monthly Charge
$\$ 10.00$
15.00
25.00
35.00
120.00
200.00

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D. Scott Ringo, Jr., Assistant Secretary \& Director Regulatory Affairs Cincinnati Bell Any Distance Inc.

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## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)

$$
\begin{array}{lll}
\text { 7.2.29 } & \text { Unlimited (Product 063) - Residence } & \\
& \text { 8XX Inbound } & 0.15 \\
& \text { Calling Card Service } & 0.25
\end{array}
$$

Monthly Charge: $\$ 20.00$

Calling Card Surcharge, per call: \$.0.69
Unlimited, domestic, direct dialed outbound minutes, each month
Billing Increments: 60-second minimum, 60 seconds thereafter
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
Time periods: All times
7.2.30 AnyTime 100 (Product 078) - Business 8 XX Inbound 0.07
Calling Card Service 0.23
Monthly Charge: $\$ 5.00$
Calling Card Surcharge, per call: $\$ .0 .69$
Billing Increments: 30 -second minimum, 6 seconds thereafter
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
Time periods: All times
$\begin{array}{lll}\text { 7.2.31 } & \text { Unlimited (Product 068) - Business } & \\ & \text { 8XX Inbound } & 0.15\end{array}$
Calling Card Service 0.23
Monthly Charge: $\$ 20.00$
Calling Card Surcharge, per call: \$.0.69
Billing Increments: 30 -second minimum, 6 seconds thereafter
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
(C)

Time periods: All times
Note: This plan will only be sold on a per line basis.

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## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)
7.2.32 AnyTime 4000 (Product 523) - Business

|  | Rates PerMinute |
| :--- | :---: |
| Intrastate 1+ Outbound | $\$ 0.0375$ |
| $8 \times X$ Inbound | 0.0375 |
| Calling Card Service | 0.23 |
| Monthly Charge: $\$ 130.00$ |  |
| Calling Card Surcharge, per call: $\$ 0.69$ |  |

Per minute charge will apply to calls after the first 4000 minutes. Charges are calculated on a per call basis and rounded up to the nearest penny.

Billing Increments: Outbound rate 30 -second minimum, 6 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
D. Scott Ringo, Jr., Assistant Secretary \& Director Regulatory Affairs Cincinnati Bell Any Distance Inc.

## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)
7.2.33 Any Distance 2500 (Product 608)-Business

| Intrastate $1+$ Outbound | $\$ 0.036$ |
| :--- | :---: |
| 8XX Inbound | 0.036 |
| Calling Card Service | 0.23 |

Monthly Charge: $\$ 90.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charge will apply to calls after the first 2500 minutes.
Billing Increments: 30 -second minimum, 6 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
7.2.34 Any Time 2500 (Product 609) - Business

Intrastate $1+$ Outbound $\quad \$ 0.045$
8 XX Inbound 0.045
Calling Card Service 0.23
Monthly Charge: $\$ 100.00$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charge will apply to calls after the first 2500 minutes.
Billing Increments: 30 -second minimum, 6 seconds thereafter
Time periods: All times
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$

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## SECTION 7 - CINCINNATI BELL ANY DISTANCE SERVICES (Continued)

7.2 Rates and Charges for Cincinnati Bell Any Distance Service Offerings (Continued)
7.2.35 Switched Voice Contracts - Business

Initial Charges 800 Service

| Service | Set-up | 1 Year <br> Term | 2 Year <br> Term | 3 Year <br> Term |
| :--- | :--- | :--- | :--- | :--- |
| 800 Number | $\$ 2.50$ | $\$ 7.50$ | $\$ 5.00$ | $\$ 2.50$ |
| 800 DAListing | $\$ 25.00$ | $\$ 25.00$ | $\$ 25.00$ | $\$ 25.00$ |

Monthly Minimum Charge \& Per Minute Rates (except Dayton Service Area)

| Minimum <br> Monthly <br> Commitment | 1 Year <br> Term | 2 Year <br> Term | 3 Year <br> Term |
| :--- | :--- | :--- | :--- |
| $\$ 10$ | $\$ 0.0500$ | $\$ 0.0480$ | $\$ 0.0460$ |
| $\$ 25$ | $\$ 0.0475$ | $\$ 0.0465$ | $\$ 0.0450$ |
| $\$ 50$ | $\$ 0.0465$ | $\$ 0.0450$ | $\$ 0.0435$ |
| $\$ 100$ | $\$ 0.0435$ | $\$ 0.0420$ | $\$ 0.0405$ |
| $\$ 150(\mathrm{~N})$ | $\$ 0.0405(\mathrm{~N})$ | $\$ 0.0400(\mathrm{~N})$ | $\$ 0.0375(\mathrm{~N})$ |
| $\$ 250$ | $\$ 0.0365$ | $\$ 0.0355$ | $\$ 0.0340$ |
| $\$ 500$ | $\$ 0.0350$ | $\$ 0.0335$ | $\$ 0.0325$ |

Monthly Minimum Charge \& Per Minute Rates - Dayton Service Area Rates

| Minimum <br> Monthly <br> Commitment | 1 Year <br> Term | 2 Year <br> Term | 3 Year Term |
| :--- | :--- | :--- | :--- |
| $\$ 10$ | $\$ 0.0475$ | $\$ 0.0460$ | $\$ 0.0440$ |
| $\$ 25$ | $\$ 0.0400$ | $\$ 0.0385$ | $\$ 0.0370$ |
| $\$ 50$ | $\$ 0.0340$ | $\$ 0.0325$ | $\$ 0.0310$ |
| $\$ 100$ | $\$ 0.0330$ | $\$ 0.0315$ | $\$ 0.0300$ |
| $\$ 150(\mathrm{~N})$ | $\$ 0.0320(\mathrm{~N})$ | $\$ 0.0305(\mathrm{~N})$ | $\$ 0.0290(\mathrm{~N})$ |
| $\$ 250$ | $\$ 0.0305$ | $\$ 0.0290$ | $\$ 0.0275$ |
| $\$ 500$ | $\$ 0.0300$ | $\$ 0.0275$ | $\$ 0.0260$ |
| $\$ 100$ (NOTE 1) | 0.0340 | $\$ 0.0325$ |  |

NOTE 1: As of March 1, 2006 these per minute rates are no longer available to new customers.

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## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)
7.1.37 Any Distance Unlimited (Product 193) - Residence

8XX Inbound 0.15
Calling Card Service 0.25
Monthly Charge: $\$ 15.00$
Calling Card Surcharge, per call: $\$ .0 .69$
Unlimited, domestic, direct dialed outbound minutes, each month
Billing Increments: 60 -second minimum, 60 seconds thereafter
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
7.2.38 Unlimited (Products 361 \& 163) - Residential

8XX Inbound 0.15
Calling Card Service $\quad 0.25$
Monthly Charge: $\$ 10.00$
Calling Card Surcharge, per call: \$.0.69
Unlimited, domestic, direct dialed outbound minutes, each month
Billing Increments: 60 -second minimum, 60 seconds thereafter
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
Time periods: All times

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## SECTION 7 - TOLL PLANS (Continued)

7.2 Rates and Charges (Continued)

### 7.2.39 Any Distance Complete Connections (Product 447) - Residential

Rates Per Minute
Intrastate 1+Outbound
Peak 0.15
Off-Peak 0.10
Calling Card Service 0.25
8XX Inbound (all time periods) 0.15
Calling Card Surcharge, per call: $\$ 0.69$
Billing Increments: 60 -second minimum, 60 second thereafter
Time Periods: Peak 7:00 AM to 7:00 PM Monday thru Friday (except for holidays) Off-Peak: All other times and holidays

8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
Holidays: New Years Day, Christmas, Thanksgiving, July 4th and Labor Day
Per minute charges will apply after the first 50 minutes of calls, each month.
7.1.40 Complete Connections Unlimited (Product 046) - Residence

Rates Per Minute
8XX Inbound
0.15

Calling Card Service
0.25

Monthly Charge: $\$ 10.00$
Calling Card Surcharge, per call: $\$ .0 .69$
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
Unlimited, domestic, direct dialed outbound minutes, each month
Billing Increments: 60 -second minimum, 60 seconds thereafter
Time periods: All times

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## SECTION 7 - TOLL PLANS (Contirued)

7.2 Rates and Charges (Continued)
$\begin{array}{llr}7.2 .41 & \text { Unlimited (Products 155, 156, 157, 190, 191, 192) - Business } & \\ & \text { 8XX Inbound } & 0.15 \\ & \text { Calling Card Service } & 0.23\end{array}$
Monthly Charge: $\$ 5.00$ (this rate is grandfathered as of July 11,2007 ) $\$ 10.00$
Calling Card Surcharge, per call: $\$ .0 .69$
Billing Increments: 30 -second minimum, 6 seconds thereafter
8XX Number Monthly Charge, each initial and additional number: $\$ 7.50$
Time periods: All times
Notes: This plan will only be sold on a per line basis, up to 12 lines.

In accordance with Case No. 90-9342-tp-trf, issued by The Public Utilities Commission of Ohio

## SECTION 7 - TOLL PLANS (Continued)

### 7.2 Rates and Charges (Continued)

7.2.42 Product 527 - Business

Rates Per Minute
Intrastate 1+ Outbound $\$ 0.04$
Monthly Charge: $\$ 0$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charge will apply to calls after the first 1,000 minutes.

Note: 12, 24 or 36 month contract required. At the end of the contract customer will receive the Anytime 1000 Plan.
7.2.43 Product 528 - Business

Intrastate 1+ Outbound $\$ 0.035$
Monthly Charge: \$0
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charge will apply to calls after the first 2,500 minutes.

Note: 12, 24 or 36 month contract required. At the end of the contract customer will receive the Anytime 2500 Plan.
$\begin{aligned} & \text { 7.2.44 } \text { Product } 529 \text { - Business } \\ & \text { Intrastate } 1+\text { Outbound } \\ & \text { Monthly Charge: } \$ 0 \\ & \text { Calling Card Surcharge, per call: } \$ 0.69 \\ & \text { Per minute charge will apply to calls after the first } 5,000 \text { minutes. }\end{aligned}$
Note: 12,24 or 36 month contract required. At the end of the contract customer will receive the Anytime 4000 Plan.
7.2.45 Product 530 - Business

Intrastate 1+ Outbound
Monthly Charge: $\$ 0$
Calling Card Surcharge, per call: \$0.69
Per minute charge will apply to calls after the first 10,000 minutes.

Note: 12, 24 or 36 month contract required. At the end of the contract customer will receive the Anytime 4000 Plan.
7.2.46 Product 531-Business

Intrastate 1+Outbound
$\$ 0.03$
Monthly Charge: $\$ 0$
Calling Card Surcharge, per call: $\$ 0.69$
Per minute charge will apply to calls after the first 15,000 minutes.
Note: 12, 24 or 36 month contract required. At the end of the contract customer will receive the Anytime 4000 Plan.

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## SECTION 8 - PROMOTIONS

### 8.1 Toll Free Service with Routing Function Promotion

Monthly fixed recurring associated with Toll Free Service with Routing Function will be waived for new Customers who subscribe to Toll Free Service with R Function between the effective date of this filing and December 31, 1998.

### 8.2 AnyTime 4000 Promotion for Business Customers

Beginning November 16, 2000 and ending February 28, 2001, Broadwing will provide the promotional rates specified below. Customers who subscribe to this promotional plan will have the option of maintaining these rates at least through December 31, 2001.

This promotion is being offered to business customers who purchase minimum of $\$ 150.00$ of data services. Customers who meet this criteria and enroll in this plan will receive 4000 domestic direct dialed minutes per month for a flat monthly fee. Additional minutes will be billed at $\$ .0375$ per minute. The promotion also includes one inbound 8 XX number with additional 8 XX numbers available for a monthly fee. Plan is billed in 6 second increments and 6 seconds thereafter.
Monthly Rates Rates Per Minute

Monthly Fee
Additional 8XX numbers
$\$ 150.00$
7.50

Intrastate 1+Outbound (Inter and Intralata) $\$ .0375$
8 XX Number Inbound 0375
Calling Card Service .2300

Per minute charges do not apply to the first 4000 domestic direct dialed minutes per month. Per minute charges will be calculated for calls over 4000 minutes each month.

### 8.3 Promotion for Business Customers

This promotion is being offered to business customers who subscribe to any of the following CBAD plans: AnyTime 500, AnyTime 750, AnyTime 1000 or AnyTime 5000. The promotion entails one month of free CBAD service. The free month which is chosen by the customer cannot exceed $\$ 200.00$. Customer will be required to mail in a copy of the bill prior to $12 / 31 / 01$ along with the refund certificate. The refund certificate will be mailed to the customer within 45 days of ordering the service. This promotion will run from April 10, 2001 through July 31, 2001.

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## SECTION 8 - PROMOTIONS (Continued)

### 8.4 Promotion for Residential Customers

This promotion is being offered to new residential customers who sign up for one of the following calling plans: AnyTime 100, AnyTime 500, AnyTime 750, AnyTime 1000 or AnyTime 5000, one month of free long distance service up to $\$ 200$. Customer will be required to mail in a copy of the bill prior to $12 / 31 / 01$ along with the refund certificate. The refund certificate will be mailed to the customer within 45 days of ordering the service. This promotion will run from April 24, 2001 through July 31, 2001.
8.5 AnyTime 375 Bonus Promotion - Residential

This promotion offers residential customers who subscribe to the AnyTime 375 toll plan described in paragraph 7.1.20 an additional 30 minutes of long distance service each month at no extra charge. These minutes are in addition to the 375 minutes which are provided to the AnyTime 375 customer for $\$ 15$ a month. The customer will be entitled to the extra 30 minutes through December, 2002. This promotion will run until October 31, 2001.
8.6 AnyTime 375 Bonus Promotion - Business

This promotion offers business customers who subscribe to the AnyTime $\mathbf{3 7 5}$ toll plan described in paragraph 7.1.21 an additional 30 minutes of long distance service each month at no extra charge. These minutes are in addition to the 375 minutes which are provided to the AnyTime 375 customer for $\$ 15$ a month. The customer will be entitled to the extra 30 minutes through December, 2002. This promotion will run until August 25, 2001.

### 8.7 AnyTime Bonus Promotion - Residential

This promotion offers residential customers who subscribe to one of the AnyTime Plans during the promotional period, an additional 30 minutes of long distance service each month at no extra charge. These minutes will be in addition to the minutes that are offered with each plan. The customer will be entitled to the extra 30 minutes through December, 2002. This promotion will run from July 27, 2001 October 31, 2001.
8.8 AnyDistance 5 Promotion - Business

Beginning October 5 and ending December 31, 2001, Broadwing will be offering the rate plan specified below. This promotion is being offered to business customers.

The plan offers business customers a $\$ .05$ per minute rate with no monthly service charge. The plan includes one inbound 8 XX number with additional 8 XX numbers available for a monthly fee. The calling card rate is $\$ .23$ per minute.

| Monthly Rates | Rates Per Minute |
| :--- | :---: |
|  | $\$ .05$ |
|  | .05 |
| $\$ 7.50$ | .23 |

Intrastate 1+ Outbound $\$ .05$
8XX Number Inbound . 05
Calling Card Service . 23
Additional 8XX numbers
$\$ 7.50$

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Cincinnati Bell Any Distance Inc.

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## SECTION 8 - ANYDISTANCE PROMOTIONS (Continued)

8.9 Prepaid Long Distance Card Trial/Promotion - Residential

Effective November 1, 2001 through January 31, 2002 Broadwing will trial the sale of prepaid long distance calling cards to the residential market. The cards will be available in three denominations:

| Price | Minute Increments |
| :--- | :---: |
| $\$ 10.00$ | 60 |
| $\$ 25.00$ | 200 |
| $\$ 50.00$ | 500 |

8.10 Free Prepaid Long Distance Card Promotion - Residential

This promotion offers residential customers who subscribe to AnyTime 100, AnyTime 375, Anytime 500, AnyTime 750 or AnyTime 1000 during the promotional period, a free $\$ 25$ Prepaid long distance card. The promotional period will run from November 1, 2001 through December 31, 2001.

### 8.11 Complete Connections Unlimited Promotion - Residential

This promotion is being offered to residential customers who subscribe to Cincinnati Bell Telephone's Complete Connections Service. This promotion offers eligible customers unlimited long distance service for a monthly charge of $\$ 15.00$. Customers subscribing to this plan are also eligible for one 800 number at a rate of .07 per minute. Additional 800 numbers are available for $\$ 7.50$ per month. This promotion can be applied to accounts with up to two lines (additional lines must be set up on a different account). This promotion is available from November 26, 2001 to December 22, 2001.
8.12 AnyTime Plan (375 or greater) Promotion - Business

This promotion is being offered to business customers who subscribe to one of the following plans: AnyTime 375, 500, 750, 1000, 4000 or 5000, during the promotional period of April 1, 2002 through June 30, 2002. Eligible customers, as described above, will receive 100 free minutes for the first three months of service. Unused minutes cannot be carried over; disconnecting the service will forfeit the remaining free minutes.

## SECTION 8 - ANYDISTANCE PROMOTIONS (Continued)

### 8.13 Unlimited Long Distance Promotion - Residential

This promotion provides residential customers with the opportunity to subscribe to a trial, unlimited, long distance plan for a monthly rate of $\$ 29.95$. Also available with this plan is a toll free number billed at $\$ .15 /$ minute.

This plan is for residential customers only and is not to be used for nonresidential purposes. In regards to this plan, non-residential use shall mean any account that demonstrates one or more of the following activities: Greater than 100 calls in any monthly billing cycle (calls may last as long as you wish); greater than $70 \%$ of calls in any monthly billing cycle originate between the hours of 8 a.m. and 5 p.m. Monday through Friday; calls originate from a phone line that is listed as a business line by any government agency, telephone directory, business letterhead or phone company.

This promotion will be in effect from April 1, 2002 - June 30, 2002.
8.14 AnyTime Plan (375 or greater) Promotion - Business

To be eligible for this promotion business customers must either be located in the 937 area code or if located in the 513 area code must be outside Cincinnati Bell Telephone's Operating Area. The customers who meet this criteria and who subscribe to one of the following plans: AnyTime 375, 500, 750, 1000, 4000 or 5000 during the promotional period, will receive 100 free minutes each month, for the first three months of service. Unused minutes cannot be carried over; disconnecting the service will forfeit any remaining free minutes.

Promotional Period: July 1, 2002 - September 30, 2002
8.15 AnyTime 375 \$1.00 Promotion - Residential

This promotion is being offered to new residential customers who purchase the AnyTime 375 plan during the promotional period. Eligible customers will pay a $\$ 1.00$ monthly service fee for the first month of service. After the first month the monthly tariffed rate of $\$ 15.00$ will apply. The promotional period is August 12, 2002 - September 30, 2002.

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## SECTION 8 - ANYDISTANCE PROMOTIONS (Contimued)

### 8.16 AnyTime Plan Promotion - Business

New and existing business customers who sign up for an Anytime plan will receive additional 100 long distance, outbound minutes, at no additional charge, for the first three months of service. Unused minutes cannot be carried over, disconnecting the service will forfeit any remaining minutes associated with this promotion.

Promotional Period: January 2, 2003 - March 31, 2003

### 8.17 AnyTime Plan Promotion - Residential

New and existing residential customers who sign up for an Anytime plan will receive additional 100 long distance, outbound minutes, at no additional charge, for the first three months of service. Unused minutes cannot be carried over, disconnecting the service will forfeit any remaining minutes associated with this promotion.

Promotional Period: January 2, 2003 - March 31, 2003
8.18 Service Promotion - Business

New business subscribers to Broadwing's 800 services will receive 800 free outbound minutes for the first month of 800 -service activation. This promotion is limited to 800 free minutes per customer. Unused minutes cannot be carried over, disconnecting the service will forfeit any remaining minutes associated with this promotion.

Promotional Period: April 1, 2003 - June 30, 2003
8.19 AnyTime Plan Promotion - Residential

Residential customers who sign up for an Anytime plan during the promotional period will be eligible for a rebate in the amount of their monthly service fee after the third month of service. This promotion is for new customers only.

Promotional Period: April 1, 2003 - June 30, 2003

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## SECTION 8 - PROMOTIONS (Continued)

### 8.20 Reserved for Future Use

8.21 Reserved for Future Use
8.22 Winback Promotion - Business

This promotion is for business customers who have discontinued their long distance and local telephone service with Cincinnati Bell, established service with another company and now wish to return to Cincinnati Bell and subscribe to both local and long distance service. These customers will receive 1000 domestic, outbound long distance minutes for the first month of service, at no extra charge. These minutes will be in addition to the minutes that are included in the customers toll plan. Unused minutes cannot be carried over; disconnecting the service will forfeit any remaining minutes associated with this promotion.

Promotional Period: February 17, 2004 - June 30, 2004
Extended through December 31, 2004
Extended through June 30, 2005
Extended through December 31, 2005
Extended through June 30, 2006

### 8.23 Reserved for Future Use

8.24 Reserved for Future Use
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## SECTION 8 - PROMOTIONS (Continued)

Unlimited (Product 599) Promotion - Residence
This promotion is for residential customers who respond to Cincinnati Bell initiated marketing material and/or who have received an offer from another provider. These customers will only be required to subscribe to Cincinnati Bell's Home Phone Pak in order to be eligible to subscribe to the $\$ 10$ unlimited toll plan (Product 599). The requirement that customers subscribing to Product 599 also subscribe to asymmetrical digital subscriber line service or Cincinnati Bell's wireless service will be waived.
Promotional Period: May 5, 2004 - June 30, 2004
Extended through September 30, 2004
Extended through December 31, 2004
Extended through June 30, 2005
Extended through December 31, 2005
8.26 Reserved for Future Use
8.27 Reserved for Future Use
8.28 Reserved for Future Use

## SECTION 8 - PROMOTIONS (Continued)

### 8.29 Reserved

8.30 Reserved
8.31 Unlimited (Product 063) Promotion - Residential

This promotion is for residential customers located in the Mason or Dayton exchanges that subscribe to Cincinnati Bell Local service and product 063 during the promotional period. This promotion offers eligible customers a discount on the monthly service fee. Eligible customers will receive this plan, for a limited time period, at a monthly rate of $\$ 15$, which reflects a $\$ 5$ discount off the tariffed rate of $\$ 20$.

Promotional Period: April 1, 2005 - November 8, 2005
8.32 Unlimited (Product 063\&599) Promotion - Residential

This promotion is for residential customers located in the Mason exchange who subscribe to Cincinnati Bell Local service and either of the unlimited products during the promotional period. Eligible customers will receive a waiver of the first months recurring charge associated with their long distance service.

Promotional Period: July 1, 2005 - December 31, 2005
8.33 Unlimited (Product 063) Promotion - Residential

This promotion is for residential customers located in the Dayton serving area who subscribe to Cincinnati Bell Local service and the $\$ 20$ per month unlimited long distance plan during the promotional period. Eligible customers will receive the long distance plan at the promotional rate of $\$ 10$ for the first 3 months of service. This promotion is in addition to other promotions CBAD may be running.

Promotional Period: July 11, 2005 - September 30, 2005
8.34 Unlimited Winback (Product 599) Promotion - Residential

This promotion is for residential customers who have discontinued their long distance and local telephone service with Cincinnati Bell, established service with another company in Cincinnati Bell's territory and now wish to return to Cincinnati Bell and subscribe to both local (must include Home Phone Pak 2 and Asymmetrical digital subscriber line services) and long distance services. These customers will receive a waiver of the $\$ 10$ monthly charge associated with Product 599 for the first 3 months of service.

Promotional Period: August 12, 2005 - December 31, 2005
Extended through June 30, 2006

## SECTION 8 - PROMOTIONS (Continued)

8.35 Bengal Buzz Promotion - Residential

This promotion offers CBAD customers 3 hours of calling, at no charge, after every game the Cincinnati Bengals win. The following are the promotional terms and conditions:

- Free calling is only available after each game the Bengals' win or tie.
- There is no free calling offer if the Bengals lose the game.
- Only consumer domestic outbound minutes are included in the free minutes offer.
- To be included in the free minutes, calls must start and end within the free calling period.
- Calls in progress when the free calling period begins will not be eligible.
- Calls that begin within the free calling period but end after the free calling period will be separate into two segments for rating. The segment of the call within the free calling period will be free. The segment outside of the free calling period will be rated based on each customer's selected product.
- Existing customers are eligible for the promotion. No action required.
- New customers must sign up before the end of the game to be eligible for that week's free calling.
- Free minutes will be applied to accounts before plan minutes. Free minutes do not count as plan minutes.

Promotional Period: September 12, 2005 - February 6, 2006

### 8.36 Product 193 - Residential

This promotion is for residential customers who subscribe to product 193 during the promotional period. These customers will receive a waiver of the $\$ 15$ monthly service fee associated with product 193 , for the first 2 months of service. After the initial two months of service the rate for product 193 will revert to the tariffed rate of $\$ 15$ per month.

Promotional Period: November 8, 2005 - March 15, 2006
8.37 Product 599 - Residential

This promotion is for residential customers who subscribe to Cincinnati Bell Extended Territories LLC local service and who reside in the Mason exchange. Eligible customers will receive a waiver of the first months recurring charge associated with Product 599.

Promotional Period: February 8, 2006 - March 31, 2006
8.38 Unlimited Winback (Product 599) Promotion - Residential

This promotion is for residential customers who have discontinued their long distance and local telephone service with Cincinnati Bell Telephone, established service with another company in Cincinnati Bell's territory and now wish to return to Cincinnati Bell Telephone and subscribe to both local (must include Home Phone Pak and Asymmetrical digital subscriber line services) and long distance services. These customers will receive a waiver of the $\$ 10$ monthly charge associated with Product 599 for the first 6 months of service.

Promotional Period: February 21, 2006 - July 31, 2006

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## SECTION 8 - PROMOTIONS (Continued)

8.39 Unlimited Winback SBC Service Area (Product 599, 193 \& 063) Promotion-Residential

This promotion is for residential customers in the SBC service area who have discontinued their long distance with Cincinnati Bell Any Distance Inc., established service with another company and now wish to return to Cincinnati Bell Any Distance Inc. and subscribe to one of the unlimited products noted above. These customers will receive a waiver of the monthly recurring charge for the first 4 months of service.

Promotional Period: March 1, 2006 - August 31, 2006
8.40 Unlimited $\$ 5$ off (Product 599) Promotion - Residential

This promotion is for residential customers who subscribe to Product 599 during the promotional period noted below. These customers will receive a $\$ 5.00$ discount on the monthly service fee for the first 3 months of service. After the first 3 months the monthly service fee the customer pays for Product 599 will revert to the tariffed rate of $\$ 10$.

Promotional Period: March 20, 2006 - April 30, 2006
8.41 Unlimited (Product 063) \$10 Discount Promotion - Residence

This promotion is for residential customers who respond to Cincinnati Bell initiated marketing material and/or who have received an offer from another provider. These customers will receive a $\$ 10$ discount on the $\$ 20$ monthly service fee associated with Product 063. These customers will be required to subscribe to Cincinnati Bell's local service offering (Home Phone Pak) in order to be eligible for this promotion. Eligible customers will receive this discount for as long as they subscribe to Cincinnati Bell's Home Phone Pak.

Promotional Period: May 4, 2006 - December 31, 2006
8.42 Product 193 - Promotion 725 - Residence

This promotion is for residential customers who subscribe to Product 193 during the promotional period listed below. Eligible customers will receive a waiver of the $\$ 15$ monthly service fee associated with Product 193 for the first 3 months of service.

Promotional Period: July 7, 2006 - March 31, 2008
8.43 Product 193 Winback Promotion - Residence

This promotion is for residential customers in the SBC service area who have discontinued their long distance with Cincinnati Bell Any Distance Inc., established service with another company and now wish to return to Cincinnati Bell Any Distance Inc. and subscribe to Product 193. These customers will receive a $\$ 5$ discount on the monthly service fee for the first 12 months of service.

Promotional Period: August 1, 2006 - December 31, 2006

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Cincinnati Bell Any Distance Inc.

Effective: December 27, 2007 In accordance with Case No. 90-9342-TP-TRF, issued by The Public Utilities Commission of Ohio

## SECTION 8 - PROMOTIONS (Continued)

### 8.44 Product 193 New Customer Promotion - Residence

This promotion is for new residential customers in the SBC service area who subscribe to Product 193. These customers will receive a $\$ 5$ discount on the monthly service fee for the first 12 months of service.

Promotional Period: August 1, 2006 - January 15, 2007
8.45 Product 599 - Promotion 450 - Residential

This promotion is for residential customers who subscribe to Product 599 during the promotional period noted below. These customers will receive a waiver of the monthly service fee for 1 month. After the first month the monthly service fee the customer pays for Product 599 will revert to the tariffed rate of $\$ 10$.

Promotional Period: September 6, 2006 - May 31, 2007
8.46 Product 046 - Promotion 460 - Residential

This promotion is for residential customers who subscribe to Product 046 during the promotional period noted below. These customers will receive a waiver of the monthly service fee for the first 6 months of service. After the first six months the monthly service fee the customer pays for Product 046 will revert to the tariffed rate of \$10.

Promotional Period: January 2, 2007 - April 30, 2007

### 8.47 Winback Promotion (all products) - Promotion 700 - Business

This promotion is for business customers who have discontinued their long distance and local telephone service with Cincinnati Bell, established service with another company and now wish to return to Cincinnati Bell and subscribe to both local and long distance service. These customers will receive 1000 domestic, outbound long distance minutes for the first month of service, at no extra charge. These minutes will be in addition to the mimutes that are included in the customers toll plan. Unused minutes cannot be carried over, disconnecting the service will forfeit any remaining minutes associated with this promotion.

Promotional Period: January 29, 2007 - March 31, 2008
8.48 Dayton Unlimited Promation (Product 068) - Promotion \#104 - Business

This promotion is for business customers located in the Dayton exchange who subscribe to the unlimited business toll plan, Product 068 . These customers will receive the plan for $\$ 5$ per month on the first line and $\$ 15$ per month on any remaining lines. The tariffed rate for this plan is $\$ 20$ per month. Customers who are eligible for this promotion will maintain these promotional rates as long as they maintain their Cincinnati Bell service

Promotional Period: March 13, 2007 - March 31, 2008

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D. Scott Ringo, Jr., Assistant Secretary

Cincinnati Bell Any Distance Inc.

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## SECTION 8 - PROMOTIONS (Continued)

8.49 Dedicated Long Distance Promotion - Promotion \# - Business

This promotion is for business customers subscribing to the Dedicated Long Distance product during the promotional period. Eligible customers that subscribe to this service and who do not agree to a minimum monthly commitment will be charged a promotional rate of $\$ 250$ per month for the local access facility. Eligible customers that subscribe to this service and whose minimum monthly commitment level is $\$ 1000$ or more will be charged a promotional rate of $\$ 150$ per month for the local access facility. The charge for the facility is in addition to the per minute rate. These customers will receive this promotional rate for the life of the contract that is signed.

Promotional Period: April 4, 2007 ~ March 31, 2008
8.50 Product 599-Promotion 997 - Residential

This promotion is for residential customers residing in the Dayton exchange who subscribe to Product 599 during the promotional period noted below. These customers will receive a $\$ 5$ discount on the $\$ 10$ monthly service fee for a 12 -month period. After the 12 months the monthly service fee the customer pays for Product 599 will revert to the tariffed rate of $\$ 10$.

Promotional Period: May 11, 2007 - March 31, 2008
8.51 Products ( $155,156,157,190,191,192,068$ )-Promotion 195 - Business

This promotion is for all business customers who subscribe to the product noted above and who also subscribe to 8 XX Service. These customers will receive a discount on the per minute rate for the 8 XX service for 1 year. The rate will be $\$ .06 /$ minute.

Promotional Period: September 12, 2007 - March 31, 2008
Bengal Buzz Promotion - All Anytime Plans - Residential
This promotion offers CBAD customers 3 hours of calling, at no charge, after every game the Cincinnati Bengals win. The following are the promotional terms and conditions:

- Free calling is only available after each game the Bengals' win or tie.
- There is no free calling offer if the Bengals lose the game.
- Only consumer domestic outbound minutes are included in the free minutes offer.
- To be included in the free minutes, calls must start and end within the free calling period.
- Calls in progress when the free calling period begins will not be eligible.
- Calls that begin within the free calling period but end after the free calling period will be separate into two segments for rating. The segment of the call within the free calling period will be free. The segment outside of the free calling period will be rated based on each customer's selected product.
- Existing customers are eligible for the promotion. No action required.
- New customers must sign up by noon the Thursday prior to each Bengal's home or away game.
- Free minutes will be applied to accounts before plan minutes. Free minutes do not count as plan minutes.


## LOCAL RESALE BUSINESS SERVICES

 CINCINNATI BELL ANY DISTANCE INC.
## REGULATIONS AND SCHEDULE OF RATES AND

 CHARGES APPLYING TO LOCAL RESOLD BUSINESS SERVICECASE NUMBER 07-0539-TP-ACE

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| Issued: May 7, 2007 | Effective: June 7, 2007 |
| :--- | :--- |
|  | In accordance with Case No. |
| D. Scott Ringo, J., Assistant Secretary | 07-0539-TP-ACE, issued by The |
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Cincinnati Bell Any Distance Inc.

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## LOCAL SERVICES TARIFF

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## EXPLANATION OF SYMBOLS USED IN THIS TARIFF

The following symbols are used in this tariff for the purpose indicated below:
C - To signify changed regulation.
D - To signify discontinued rate or regulation.
I - To signify increased rate.
M - To signify a move in the location of text.
N - To signify new rate or regulation.
R - To signify reduced rate.
T - To signify a change in text but no change in rate or regulation.

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## APPLICATION OF TARIFF AND DEFINITIONS

## A. APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by Cincinnati Bell Any Distance Inc. to customers within the state of Ohio. Local exchange business services will be provided only in those areas that are covered in the contract to resell MCImetro Access Transmission d/b/a Verizon Access Transmission Services service. The services in this tariff are only provided on a resale basis.

# LOCAL SERVICES TARIFF 

## pUCO NO. 1

## APPLICATION OF TARIFF AND DEFINITIONS

## B. DEFINITIONS

Certain terms used generally throughout this tariff are defined as follows.

1. Central Office

A switching unit in a telecommunications system providing service to the general public, that has the necessary equipment and operating arrangements for terminating and interconnecting lines and trunks.
2. Central Office Line

A circuit used within a central office to connect to an individual line or any type of trunk.
3. Company

Cincinnati Bell Any Distance Inc. (CBAD) which is the issuer of this tariff. Also refers to the underlying provider whose facilities CBAD uses to furnish service.
4. Communication-Impaired Person

For purposes of this tariff, the definition of impaired refers to persons with cormmuication impairments, including hearing impaired, deaf, deaf/blind, or speech impaired persons whose impairment prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf or text telephone (TDD/TTY).
5. Commission

The Public Utilities Commission of Ohio (PUCO).
6. Contract

The service agreement between a customer and the Company under which facilities for the customer's use are furnished, in accordance with the provisions of this tariff.
7. Customer

The person, firm, corporation or other entity that orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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D. Scott Ringo, Jr., Assistant Secretary

Cincinnati Bell Any Distance Inc.

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In accordance with Case No. 07-0539-TP-ACE, issued by The Public Utilities Commission of Ohio

## APPLICATION OF TARIFF AND DEFINITIONS

## B. DEFINITIONS (Continued)

## 8. Demarcation Point (Network Interface)

The point of demarcation and/or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a customer's premises. Company-installed facilities at or constituting the demarcation point will consist of wire or a jack conforming to Subpart F of Part 68 of the FCC's rules. "Premises" as used in this section generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by the Company's reasonable and nondiscriminatory standard operating practices. The "minimum point of entry" as used in this section will be either (1) the closest practicable point to where the wiring crosses a property line or (2) the closest practicable point to where the wiring enters a multiunit building or buildings.

The Company's reasonable and nondiscriminatory standard operating practices will determine which of (1) or (2) will apply. The Company is not precluded from establishing reasonable classifications of multiunit premises for purposes of determining which of (1) or (2) above will apply. Multiunit premises include, but are not limited to, commercial, shopping center and campus situations.

## a. Single Unit Installations

For single unit installations existing as of December 27, 1991, and installations installed after that date, the demarcation point will be a point within twelve inches of the protector or, where there is no protector, within twelve inches of where the telephone wire enters the customer's premises.
b. Multiunit Installations

1. In multiunit premises existing as of December 27, 1991, the demarcation point will be determined in accordance with the Company's reasomble and nondiscriminatory standard operating practices; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.
2. In multiunit premises in which wiring is installed after December 27, 1991, including additions, modifications and rearrangements of wiring existing prior to that date, the multiunit premises owner will determine the location of the demarcation point or points. The multiunit premises owner will determine whether there will be a single demarcation point location for all customers or separate locations for each customer; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

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D. Scott Ringo, Jr., Assistant Secretary

Cincinnati Bell Any Distance Inc.

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## APPLICATION OF TARIFF AND DEFINITIONS

B. DEFINITIONS (Continued)
9. Direct Inward Dialing (DID)

A service attribute that routes incoming calls directly to stations, bypassing a central answering point.
10. Directory Listing

The publication in the alphabetical directory of information pertaining to a customer's telephone number.
11. Exchange

A unit established for the administration of telecommunications service in a specified area, which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing telecommunications service within that area.
12. Individual Case Basis (ICB)

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer's situation
13. Initial Service Period

The minimum length of time a customer is obligated to pay for service whether or not the customer retains the service for the minimum length of time. Unless stated otherwise in this tariff, the minimum period is 30 days.
14. Local Calling

A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.
15. Local Exchange Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall be the same as the local calling areas of MCImetro Access Transmission d/b/a Verizon Access Transmission Services

# LOCAL SERVICES TARIFF <br> PUCO NO. 1 

CINCINNATI BELL ANY DISTANCE INC.
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## APPLICATION OF TARIFF AND DEFINTTIONS

B. DEFINITIONS (Continued)
16. Network Interface Device (NID)

A jack conforming to Sub-part F of Part 68 of the FCC's sules provided by the Company as part of the LEC network. It will be located on the customer's premises and is considered to be the termination of the LEC network if installed by the Company. (See Demarcation Point)
17. Non-Recurring Charges

The one-time initial charges for service or facilities, including but not limited to charges for construction, installation, or special fees.
18. Private Branch Exchange (PBX)

An arrangement of equipment consisting of switchboards, dial switching equipment, wiring, telephone station apparatus, or a combination thereof. It provides for the interconnection of service lines associated with switching equipment located on a premises or extended to another premises relating to the same customer.
19. PUCO

The Public Utilities Commission of Ohio. Also referred to as the "Commission."
20. Recurring Charges

The monthly charges to the customer for services, facilities and equipment, which continue on the agreed upon duration of the service.
21. Resale of Services

Resale of services is available only to carriers which are certified by the PUCO to provide intrastate local exchange services.

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## APPLICATION OF TARIFF AND DEFINITIONS

B. DEFINITIONS (Continued)
22. Service Commencement Date

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use. This will be no later than five days following the request, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the service order or this tariff, in which case the Service Commencement Date is the date of the customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.
23. Services

The Company's telecommunications services offered on the Company's network.
24. Termination Charge

A charge applied to a customer when service is terminated before the expiration of the initial service period, or a charge applied where a basic termination charge is specified.

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## APPLICATION OF TARIFF AND DEFINITIONS

C. AVAILABILITY

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities to furnish service from time to time as required at the sole discretion of the Company.

The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

# LOCAL SERVICES TARIFF <br> PUCO NO. 1 

## REGULATIONS

A. GENERAL

1. The regulations in Section 2 apply to all services contained within this tariff unless otherwise noted.
2. Revisions to this tariff which affect neither the service to subscribers (customers) nor the rate, classification, or charge to subscribers (customers) are authorized without further Order of the Commission. These revisions will be made in accordance with the Order granting such authority.

Such revisions include:
a. Additions, deletions, corrections or rearrangements of items listed under Table of Contents, Index, Explanation of Symbols, and Explanation of Abbreviations;
b. Rearrangements or corrections in paragraph references, headings, or numerical designations; and
c. Changes to reflect revisions in names of other companies and in the names of exchanges of other companies approved by this Commission in connection with applications filed by other telephone companies.

Each revision will be effective on the date to be shown on the revised tariff sheets covering the changes, the effective date to be one day after the date of filing copies of the revised sheets with the Commission.
3. A move to a different continuous property is charged for as new installation of service. A new initial period applies at the new location and a termination charge applies at the old location, except as provided for elsewhere in this tariff, if the move occurs prior to the expiration of the initial service period.

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## REGULATIONS

## B. OBLIGATION AND LIABILITY OF COMPANY

1. Liability Limitations

Approval of language contained in this tariff by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of any exculpatory clauses.
2. Availability of Facilities

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain without unreasonable expense suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.
3. Service Irregularities and Interruptions

The services and facilities furnished by the Company are subject to the terms, conditions, and limitations herein specified. The Company incorporates by reference, and will adhere to, the guidelines for subscriber billing adjustments for local exchange service, as found in Chapter 4901:1-5-16 O.A.C., Minimum Telephone Service Standards.

No credit allowance will be made for interruptions due to electric power failure, where by the provisions of this tariff, the customer is responsible for providing electric power.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, will in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, omission, interruption, delay or error, or defect in transmission occurs.

The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company; and against any and all losses from damage to the customer's facilities or equipment attached or connected to facilities furnished by the Company.

## REGULATIONS

B. OBLIGATION AND LIABILITY OF COMPANY (Continued)
4. Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities for communications between its customers.
5. Use of Connecting Company Lines

When the lines of other companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.
6. Defacement of Premises

The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence.

When the customer is a tenant and requests an installation that could, in the opinion of the Company, result in damage to the property of the owner, the customer must obtain, prior to installation, a written release from the owner or his authorized agent absolving the Company of liability.

# LOCAL SERVICES TARIFF <br> PUCO NO. 1 

CINCINNATI BELL ANY DISTANCE INC.
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## REGULATIONS

## C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Service and Equipment
a. General

Equipment and lines furnished by the Company on the premises of a customer are the property of the Company, whose agents and employees have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the equipment and lines, or upon termination of the service, for the purpose of removing the equipment or lines.

Equipment furnished by the Company must, upon termination of service for any cause whatsoever, be returned to it in good condition, except for reasonable wear and tear.

Customer-provided equipment or protective circuitry may be connected to the telecommunications network in accordance with provisions of the Federal Communications Commission's registration program, as are now in effect or may become effective.
b. Resale

All services in this tariff are available for resale by PUCO certified Competitive Local Exchange Carriers (CLECs) on a non-discriminatory basis at the rates and charges shown in this tariff, unless otherwise noted in this tariff.

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## LOCAL SERVICES TARIFF

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## REGULATIONS

## C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer-Provided Terminal Equipment and Communications Systems
a. General Provisions
3. General

Customer-provided terminal equipment and communications systems may be connected at the customer's premises to telecommunications services furnished by the Company, where the connections are made in accordance with the provisions of Part 68 of the Federal Conmumications Commission's ( FCC 's) Rules and Regulations, and any Company tariffs.
2. Responsibility of the Customer

The customer is responsible for the installation, operation and maintenance of any customerprovided terminal equipment or communications system. No customer-provided terminal equipment or communications systems or combinations thereof may require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party. Upon notice from the Company that customer-provided terminal equipment or communications system is causing such a hazard, damage, malfunction or degradation of service, the customer must make whatever changes are necessary to remove or prevent the hazard, damage, malfunction or degradation of service.

The customer is responsible for the payment of a Maintenance of Service Charge as provided in Section 2, Paragraph 6 of this tariff for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment or communications system.

# LOCAL SERVICES TARIFF 

## PUCO NO. 1

## REGULATIONS

## C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer-Provided Terminal Equipment and Communications Systems (Continued)
a. General Provisions (Continued)
3. Responsibility of The Company

Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company is limited to furnishing service components suitable for telecommunications services and to the maintenance and operation of service components in a proper manner for those services. Subject to this responsibility, the Company is not responsible for (1) the through-transmission of signals generated by the customer-provided terminal equipment or communications systems, or for the quality of, or defects in this transmission; or (2) the reception of signals by customerprovided terminal equipment or communications systems; or (3) address signaling, where this signaling is performed by customer-provided signaling equipment.

At the customer's request, the Company will provide the interface parameters needed to permit customer-provided terminal equipmeat to operate properly with the Company's telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where these changes are consistent with Part 68 of the FCC's Rules and Regulations. If changes made by the Company can be reasonably expected to render any customer's communications system or terminal equipment incompatible with telecommunications services, or require modification or alteration of the customer-provided communications systems or terminal equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice of the changes in writing, to allow the customer an opportunity to maintain uninterrupted service.

## 4. Recording of Two-Way Telephone Conversations

The recording of two-way telephone conversations is governed by state and federal laws and regulations.

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# LOCAL SERVICES TARIFF 

PUCO NO. 1
CINCINNATI BELL ANY DISTANCE INC.
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## REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)
2. Connections of Customer-Provided Terminal Equipment and Communications Systems (Continued)
a. General Provisions (Continued)
5. Violation of Regulations

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this Section 2, part C.2, the Company will take whatever immediate action is necessary for the protection of the telecommunications network and Company employees, and will promptly notify the customer of the violation.

The customer must discontinue use of the terminal equipment or communications system or correct the violation and must confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above will result in suspension of the customer's service until the customer complies with the provisions of this tariff.
b. Connections of Registered Equipment

The term "Registered Equipment" denotes equipment which complies with and has been approved within the registration provisions of FCC Part 68.

Customer-provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected to the telecommunications network at the customer premises, subject to FCC Part 68.
c. Premises Wiring Associated With Registered Communications Systems

Premises wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface or demarcation point not within an equipment housing. All premises wiring, whether fully protected or unprotected, must be installed in compliance with FCC Part 68.

Customers who intend to connect premises wiring other than fully protected to the telephone network must give advance notice to the Company in accordance with the procedures specified in FCC Part 68 or as otherwise authorized by the FCC.

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## LOCAL SERVICES TARIFF <br> PUCO NO. I

CINCINNATI BELL ANY DISTANCE INC.

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## REGULATIONS

## D. ESTABLISHMENT AND FURNISHING OF SERVICE

## 1. Application for Service

The Company may refise an application for service if objection is made by or on behalf of any governmental authority to furnishing the service.

An application for service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired under it may be assigned or transferred in any manner except as specifically provided for in this tariff. Requests for additional service, when established, become a part of the original contract, except that each item of additional service is furnished subject to payment of applicable charges.

If an applicant has an outstanding account with the Company, the Company reserves the right to reject application for service until the amount due for local services included in this tariff has been paid in full.

A contract for service may be transferred to another individual, partnership, association, or corporation. No billing adjustment for local exchange service previously furnished will be made and the new customer must assume all outstanding indebtedness of the original customer. No charge applies to service transferred in accordance with these provisions.

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## REGULATIONS

## D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

## 2. Deposits

The Company will comply with the Minimum Telephone Service Standards (MTSS), 4901:1-5-13, with respect to the establishment of service and the requirements to establish creditworthiness. Such deposit will be in accordance with the individual service history method as described in the MTSS. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations concerning prompt payment of bills on presentation. Simple interest at the rate of $3.0 \%$ per annum is paid for the period during which a cash deposit is held by the Company. However, no interest is paid on deposits held for less than six months. When the contract is terminated, or after one year of satisfactory payments, whichever is earlier, the amount of the deposit and any accrued interest is credited to the customer's account and any credit balance which may remain is refunded. The Company will review annually each active account for which a deposit is being held and will refund the deposit plus accrued interest for qualified customers in the form of a check or credit.
3. Telephone Numbers

The customer has no property right in the telephone number which is assigned by the Company, or any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a customer whenever it deems it necessary to do so in the conduct of its business.

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Cincinnati Bell Any Distance Inc.

Effective: June 7, 2007
In accordance with Case No.
07-0539-TP-ACE, issued by The
Public Utilities Commission of Ohio

# LOCAL SERVICES TARIFF <br> PUCO NO. 1 

Section 2
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## REGULATIONS

## D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

4. Payment for Service

The Company incorporates, by reference, and will adhere to, the guidelines for subscriber bills, as found in Chapter 4901:1-5-15 O.A.C. Minimum Telephone Service Standards.
a. The customer is responsible for payment monthly, in accordance with Section 2, part 5.c, of all charges for facilities and services furnished the customer, including charges for services originated or charges accepted at such facilities. Charges are payable at the Company's Business offices or at any agency authorized to receive such payments.
b. Bills are rendered monthly and include charges for local service for the current service month.
c. A subscriber's bill will not be due earlier than 14 days from the bill date printed on the bill. If the bill is not paid by the due date, it then becomes past due.
d. Prior written notice, in accordance with Chapter 4901:1-5-17 O.A.C, Minimum Telephone Service Standards (MTSS), will be given if service is to be temporarily denied or the contract terminated for the non-payment of any sum due in accordance with Section 2, part D. 5 following. Service will not be denied prior to seven days from the postmark on the notice per Chapter 4901:1-5-17 O.A.C. (MTSS).
e. Partial payments will be administered in accordance with the Minimum Telephone Service Standards, Chapter 4901:1-5 O.A.C.
f. Where the Company provides billing inquiry service, customer inquiries relative to toll charges will be responded to promptly by the Company.
g. Where the inquiry service is provided by an IXC or its designated agent, the IXC or agent will be responsible for notifying the Company immediately regarding any bona fide dispute over outstanding toll charges, so that service will not be terminated during the investigation of the dispute.

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## REGULATIONS

## D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

4. Payment for Service (Continued)
h. A subscriber who orders service or equipment installations, moves, or changes prior to the date of any increase in the one time charge applicable to such work will be subject to the one time charge in effect at the time the subscriber's order was received by the Company, provided the work is completed within the Company's normal installation interval in effect at the time the order was placed. However, if subsequent to the effective date of the increase in the one time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, the subscriber will then be subject to the one-time charge in effect at the time the work is completed by the Company.
i. Insufficient Fund Checks

Customers will be charged $\$ 30.00$ on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).
j. Late Payment Charge

Customers will be charged a late payment penalty in the amount of $1.5 \%$ per month on all delinquent amounts owed to the Company.
5. Denials or Disconnection and Restoral of Service
a. Telephone service may be disconnected for subscriber nompayment of charges not in bona fide dispute, for the following:

1. Local services for which the associated charges are directly regulated by the PUCO ; (See Note 1) or
2. Interexchange carrier services for which the Company does the principal billing. However, local service may not be disconnected for subscriber nonpayment of toll service.

Note 1: All regulated telephone services provided by a local service provider, except toll service, is defined as local service, as established in Case No. 95-790-TP-COI, Entry on Rehearing, December 12, 1996.

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## REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)
5. Denial or Disconnection and Restoral of Service (Continued)
b. Service may be disconnected or refused when any of the following conditions exist, provided that the Company notifies or attempts to notify the customer in accordance with the Minimum Telephone Service Standards:

1. Violation of or noncompliance with the PUCO's regulations governing service supplied by the Company;
2. Failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
3. Refusal by the subscriber to permit the Company necessary access to facilities or equipment;
4. Failure to establish credit or make a deposit, when requested, for initial, current, or additional service;
5. When an emergency may threaten the health or safety of a person, a surrounding area, or the Company's distribution system;
6. In the event of a subscriber's use of telecommunications equipment in a manner which adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers;
7. In the event of tampering with any facilities or equipment furnished and owned by the Company;
8. Violation of or noncompliance with the Company's rules or tariffs on file with the commission.

The Company, under the provisions in Section 2 parts D.5.a and D.5.b, may either temporarily deny service or terminate the contract without incurring any liability. For additional liability information see Section 2, part B.1.

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## REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)
5. Denial or Disconnection and Restoral of Service (Continued)
c. The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of appropriate charges, or violation of any law or regulation pertaining to telecommunications service.
d. Service may not be refused, denied or disconnected for any of the following reasons:

1. Delinquency in payment for service by a previous occupant at the premises to be served;
2. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;
3. Failure to pay directory advertising charges or any other non-regulated service charges including $900 / 700$ or any "dial-it"-like service charges.
e. The Company incorporates by reference, and will adhere to, the Minimum Telephone Service Standards, Chapter 4901:1-5 O.A.C. regarding the denial and disconnection of service.

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# LOCAL SERVICES TARIFF 

PUCO NO. 1

## REGULATIONS

## D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

6. Maintenance and Repairs

The Company undertakes to maintain and repair the equipment and facilities which it furnishes to customers pursuant to its tariffs. The customer is responsible for damages to equipment or facilities of the Company caused by the negligence or willful act of the customer.

The customer may not rearrange, disconnect, remove, or attempt to repair, or permit others to rearrange, disconnect, remove, or attempt to repair any equipment or facilities which the Company maintains or repairs pursuant to its tariffs, without the express consent of the Company.

If trouble develops and the customer has any equipment or facilities which the Company does not maintain or repair, the customer will make appropriate tests to determine whether that equipment or facility is the cause of the trouble before reporting an out-of-service or other trouble condition to the Company.

Customers will be required to pay the maintenance of service charges, for visits made by the Company to the customer's premises, when a service difficulty or trouble report results from equipment or facilities not maintained or repaired by the Company. The customer will be advised, before a visit to his premises, of the possibility of a maintenance of service charge.

Maintenance of Service Charge:
(1) During Normal Working Hours
(2) Outside of Normal Working Hours
$\$ 265.00$ per visit
$\$ 400.00$ per visit

Normal Working Hours are defined as Monday to Friday, 7 am to 7 pm in the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours.

Any dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours. Any dispatch that begins or ends from 12:01 an to 12:00 am the following day the time zone of the Customer's Premises on these holiday's will also be considered "Outside of Normal Working Hours":

| New Year's Day | Memorial Day | Martin Luther King Jr. Day |
| :--- | :--- | :--- |
| Independence Day | Labor Day | Thanksgiving Day |
| Day after Thanksgiving | Presidents' Day | Christmas Day |

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## REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)
7. Special Equipment and Arrangements

Special equipment and arrangements requested by customers and not otherwise provided for in this tariff may be furnished where possible, if not detrimental to any of the services furnished by the Company, at charges that are in addition to other applicable charges.
8. Overtime

For work performed outside the normal working hours of the Company at the request of the customer, the additional expense incurred by the Company is charged to the customer in addition to other charges which are applicable. In such cases, charges based on the cost of labor, materials, and other costs incurred by or charged to the Company will apply. The customer will be notified in advance if such charges may apply.
9. Non-Routine Installation and/or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, materials, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. The customer will be notified in advance if such charges may apply.

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## REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)
10. Identity of Customer-Announcement Facilities

Use of Company facilities for public announcement service or non-public announcement service is subject to the following conditions:
a. For purposes of identification, exchange service customers who transmit recorded announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
b. Customers transmitting factual announcements such as time, weather, stock market quotations, airline schedules, and similar information are excluded from the preceding conditions.
c. Failure to comply with the provisions of this tariff will be cause for termination of the service.
d. The Company will reveal on request, to the extent the information is available from its records, the identity of the individual responsible for service with which announcement facilities have been associated.
11. Wire Tap Investigation

When a wire tap investigation is made by the Company at the request of a customer, and no wire tap trouble condition in Company equipment or facilities can be found, the cost incurred for inspection of the facilities and equipment serving the customer may be charged to the customer.

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## REGULATIONS

## E. DIRECTORIES

1. Ownership and Use

The Company reserves the right to charge for directories issued in replacement of directories defaced or mutilated while in possession of customers.
2. Distribution

The Company will furnish to its customers without charge only the directories required by the Minimum Telephone Service Standards, Chapter 4901:1-5-06, O.A.C.
F. MINIMUM TELEPHONE SERVICE STANDARDS

The Company will provide service in compliance with the Minimum Telephone Service Standards as currently or prospectively established by the Commission.

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## REGULATIONS

## G. VARIABLE TERM PAYMENT PLAN

1. General
a. The Variable Term Payment Plan (VTPP) is a payment plan which allows customers to pay a fixed rate for services over one of any currently available payment periods. A different monthly rate applies for the duration of each period. The monthly rate varies inversely with the length of the payment period, e.g., the monthly rate for a short period is greater than that for a long period.
b. The minimum period is 12 months, unless otherwise specified in product tariffs.
c. During the effective term of a customer's initial payment period, the monthly rate is not subject to Company-initiated changes.
d. Unless specifically exempted, services furnished under the Variable Term Payment Plan are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this and other tariffs.
2. Regulations
a. Application of Rates and Charges (unless stated otherwise in the product tariffs)
3. The monthly rate applicable at the time a customer subscribes to a product or service under the Variable Term Payment Plan is not subject to Company-initiated change during the initial payment period, providing there are no customer-initiated delays in the establishment of the subscribed-for product or service.
4. After the expiration of either the initial payment period or the subsequent 12 -month payment periods the monthly rate will continue to be the same rate that the customer paid under their initial term agreement. The rate will be subject to Company-initiated changes with a 60 -day written notice to the customer during which time the customer shall have the right to terminate the agreement, without incurring termination charges. The rate adjustment would not exceed the tariffed rate.
5. Nonrecurring charges are to be paid in full at the time of installation.
6. In the event that all or any part of the service is disconnected at customer request before expiration of any selected payment period of greater than one month's duration, the customer will be required to pay termination charges as stated in this tariff.
7. Rates and charges apply according to the appropriate schedules for products and services offered under the Variable Term Payment Plan.

## REGULATIONS

## G. VARIABLE TERM PAYMENT PLAN (Continued)

2. Regulations (Continued)
b. Renewal Options

The customer has the following renewal options:

1. Prior to completion of the present VTPP payment period and upon notification to the Company, a customer may renew for any payment period currently available under VTPP. The rates will be those currently in effect for new customers at the time of renewal. The new payment period starts the day following completion of the prior payment period.
2. If upon completion of the current payment period the customer has not chosen a new payment period and has not requested discontinuance of service, the customer's agreement will automatically renew for a 12 -month period at the rate the customer is paying under their current agreement unless either party notifies the other in writing or verbally of its intention not to renew, at least 30 days before the end of the then-current term.
c. Early Contract Termination

Unless otherwise noted in individual product tariffs, if the customer terminates their service prior to the expiration date of the term agreement, the customer will be required to pay early termination charges that equate to the monthly charges for the remainder of either the initial payment period or the subsequent 12 -month payment periods. If nonrecurring charges associated with the installation of the business services were waived, the customer will become liable for payment of the waived charges.

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.
d. Additions

If the customer wishes to make additions, the customer may also select, from those currently available in the tariff, a different payment period of equal or shorter length than the time remaining in the period selected for the existing service at the current filed rates for the selected period. The additions may then have a different expiration date than the existing service.

## REGULATIONS

G. VARIABLE TERM PAYMENT PLAN (Continued)
2. Regulations (Continued)
e. Upgrades

1. Allowable upgrades to products offered by the Company are specified in the individual tariffs currently in effect for offerings under the Variable Term Payment Plan.
2. A customer who elects to upgrade an installed product may choose one of two options, unless otherwise specified in the product tariffs:
a. The existing payment period may be extended by a period of time specified in the product tariff, and the new and the previously installed service will expire on the same date. The rate level applicable for the new service is the one currently in effect for the payment period which the customer had selected prior to the upgrade, while the rates for services previously installed and continuing in service are unaffected. (If the payment period selected by the customer prior to the upgrade has been discontinued in the tariff, the new service will be billed at rates applicable for the next shorter payment period in the current tariff.)
b. The new service may be billed over a currently available payment period of equal or shorter length than the time remaining in the existing payment period. Current rates apply for the selected payment period for the new service. Rates for service previously installed and continuing in service are unaffected. The expiration date of the new service is then either the same as or earlier than that of the previously installed system.

When the expiration date of the new service is earlier, the customer must select another payment period for the service according to the terms and conditions stated in the preceding paragraph at the time of expiration.

## REGULATIONS

G. VARIABLE TERM PAYMENT PLAN (Continued)
2. Regulations (Continued)
f. Downgrades

1. Allowable downgrades for installed services are specified in product tariffs.
2. A customer has the option to place any new service on a coterminous payment unless otherwise specified in the product tariff. Rates for the new service are those currently in effect for the original payment period (or, if the period is no longer available, for the next shorter one). The rates for services remaining after the downgrade will not be affected.
3. When a coterminous payment period is not chosen for new service, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Current rates apply for the equal or shorter payment period. Service remaining on the customer's premises will continue to be billed at the rates in effect before the downgrade. The new service may than have a different expiration date from the service which remained after downgrading.
4. When the expiration dates differ, the customer must select a new payment period for the service (at the time of expiration) added at the time the service was downgraded, according to the terms and conditions in this section.

# LOCAL SERVICES TARIFF <br> PUCO NO. 1 

## REGULATIONS

G. VARIABLE TERM PAYMENT PLAN (Continued)
2. Regulations (Continued)
g. Requests for Changes in Length of Initial Payment Period

Following the establishment of service for a service furnished under a Variable Term Payment Plan period and before the completion of that period, the existing payment period may be replaced by a currently offered payment period at the current rates, subject to the following conditions:
a. No credit will be given for payments made during the formerly selected period. However, nonrecurring charges will not be reapplied.
b. The new payment period begins with the date requested.
c. No termination charge applies provided the customer selects a new payment period equal to or longer than the time remaining under the former payment period. Otherwise, a termination charge applies for the former payment period.
d. The new payment period selected for a component of a service must be equal to or shorter than the time remaining in that service's existing payment period.
h. Supersedure

Service may be transferred to a new customer at the same location, upon prior written concurrence by the Company. The new customer will be subject to all provisions currently reflected in the service agreement.

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## REGULATIONS

## H. EMERGENCY NUMBER 911 SERVICE

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police or other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
2. The Company is not responsible for any infringement or invasions of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of them.

## I. 811 SERVICE

811 Service is a three-digit local dialing arrangement that allows local exchange end users to reach a state service center that provides advance excavation notice services. The 811 code was assigned, pursuant to Federal Communications Commission (FCC) Order in CC Docket 92-105, to provide a one call system ("call before you dig" service) for excavators and the general public to notify facilities operators in advance of excavation activities. The Company provides the routing for calls made to 811 to the service center. The Company does not operate the 811 Service center.

811 calls cannot be placed using $1+$ calling, $0+$ calling, 0 -Operator Assisted Calling, or 101 XXXX calling.
Certain equipment, such as coin telephones and PBXs, may require special programming to allow 811 calling.
811 Service can only be accessed for calls originating on the Company's network, either from end user customers who directly purchase the Company's service or from customers of other LECs that resell the Company's services.

The Company will make every effort to route 811 calls to the appropriate service center. The Company's only obligation under 811 Service is to attempt to transmit the call to the appropriate service center. However, the Company will not be held responsible for routing mistakes, service interruptions, or other intervening acts that may interfere with telephone service and/or completion of the call.

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## REGULATIONS

I. 811 SERVICE (continued)

The Company is not responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. The 811 Service center is responsible for developing an appropriate method for responding to 811 calls placed in error or due to customer confusion.

The Company's provision of 811 Service shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward, or any right of action on behalf of, any third person or legal entity including end users of the Company or any other carriers or service providers.

The Company's liability with respect to 811 Service, including damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities provided by the Company, shall be limited to the terms set forth in Section 2, part B of this tariff.

There is no charge for 811 Service, and 811 calls will not result in local measured service usage charges.

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## EXCHANGE AREAS

## A. SERVICE AVAILABILITY

The exchanges, or rate centers, where the Company provides local business exchange services are as follows:
In the Toledo area:
Bowling Green
Curtice-Oregon
Elmore
Genoa
Holland
Maumee
Toledo
In the Cleveland area:
Bedford
Berea
Brecksville
Chagrin Falls
Cleveland
Gate Mills
Hillcrest
Independence
Montrose
North Royalton
Olmstead Falls
Strongsville
Terrace
Trinity
Victory
Wickliffe
Willoughby

## EXCHANGE AREAS

## B. LOCAL CALLING AREAS

The following is a list of the specific local calling area for each exchange in the Company's serving area.

Exchange
Exchanges in Local Calling Area

## In the Toledo Area:

| Bowling Green | Arcadia, Bloomdale, Bowling Green, Cygnet, Deshler, Elmore, Fostoria, Genoa, Gibsonburg, Grand Rapids, Grelton-Malinta, Haskins-Tontogany, Helena, Holland, Liberty Center, Luckey, Maumee, Mc Clure, Moline, Neapolis, North Baltimore, Pemberville, Perrysburg, Portage, Rising Sun, Stony Ridge, Swanton, Toledo, Van Buren, Waterville, Wayne-Bradner, Weston, Woodville |
| :---: | :---: |
| Curtice-Oregon | Curtice-Oregon, Elmore, Genoa, Gibsonburg, Helena, Holland, Lindsey, Luckey, Maumee, Moline, Oak Harbor, Pemberville, Perrysburg, Sylvania, Toledo, Waterville, Woodville |
| Elmore | Bettsville, Bowling Green, Curtice-Oregon, Elmore, Fremont, Genoa, Gibsonburg, Helena, Lindsey, Luckey, Maumee, Moline, Oak Harbor, Old Fort, Pemberville, Perrysburg, Port Clinton, Rising Sun, Stony Ridge, Toledo, Wayne-Bradner, Woodville |
| Genoa | Bettsville, Bowling Green, Curtice-Oregon, Elmore, Fremont, Genoa, Gibsonburg, Haskins-Tontogany, Helena, Holland, Lindsey, Luckey, Maumee, Moline, Oak Harbor, Pemberville, Perrysburg, Portage, Rising Sun, Stony Ridge, Toledo, Waterville, Wayne-Bradner, Woodville |
| Holland | Delta, Holland, Lost Peninsula (MI), Maumee, North Sylvania (MI), Perrysburg, Richfield Center-Berkey, Swanton, Sylvania, Toledo, Waterville, Whitehouse, Willard, Willshire-Wren, Woodville, Yorkshire |
| Maumee | Grand Rapids, Holland, Lost Peninsula (MI), Maumee, North Sylvania (MI), Perrysburg, Richfield Center-Berkey, Swanton, Sylvania, Toledo, Waterville, Whitehouse |
| Toledo | Curtice-Oregon, Delta, Elmore, Erie (MI), Genoa, Grand Rapids, Haskins,-Tontogany, Holland, Lambertville (MT), Lost Peninsula (MI), Luckey, Maumee, Metamora, Moline, North Sylvania (MI), Perrysburg, Richfield Center-Berkey, Stony Ridge, Swanton, Sylvania, Termperance (MI), Toledo, Waterville, Whitehouse, Woodville |

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## EXCHANGE AREAS

B. LOCAL CALLING AREAS (continued)

Exchange
Exchanges in Local Calling Area
In the Cleveland Area:
Bedford
Berea
Brecksville

Chagrin Falls

Cleveland

Gate Mills

Hillcrest

Independence

Montrose

Aurora, Bainbridge, Brunswick, Chesterland, Cleveland Metropolitan Area, Columbia Sta., Hinckley, Northfield, Richfield, Russell, Twinsburg.

Aurora, Bainbridge, Brunswick, Chesterland, Cleveland Metropolitan Area, Columbia Sta., Elyria, Hinckley, North Eaton, Northfield, Richfield, Russell, Twinsburg.

Aurora, Bainbridge, Bedford, Berea, Brecksville, Brunswick, Chagrin Falls, Chesterland, Cleveland, Columbia Station, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby

Aurora, Bainbridge, Brunswick, Burton, Chesterland, Cleveland Metropolitan Area, Columbia Sta., Hinckley, Newbury, Northfield, Richfield, Russell, Twinsburg.

Aurora, Avon Lake, Bainbridge, Brunswick, Burton, Chesterland, Cleveland Metropolitan Area, Columbia Sta., East Claridon, Elyria, Grafton, Hinckley, Leroy, Montville, Newbury, North Eaton, Northfield, Perry, Richfield, Russell, Twinsburg, Valley City

Aurora, Bainbridge, Brunswick, Chesterland, Cleveland Metropolitan Area, Columbia Sta., East Claridon, Hinckley, Kirtland, Mentor, Northfield, Richfield, Russell, Twinsburg.

Aurora, Bainbridge, Brunswick, Chesterland, Cleveland Metropolitan Area, Columbia Sta., East Clairdon, Hinckley, Kirtland, Northfield, Richfield, Russell, Twinsburg.

Aurora, Bainbridge, Brunswick, Chesterland, Cleveland Metropolitan Area, Columbia Sta., Hinckley, Northfield, Richfield, Russell, Twinsburg.

Aurora, Bainbridge, Brunswick, Chesterland, Cleveland Metropolitan Area, Columbia Sta., Hinckiey, Northfield, Richfield, Russell, Twinsburg.

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## EXCHANGE AREAS

B. LOCAL CALLING AREAS (continued)

## Exchange

North Royalton
Olmstead Falls

Strongsville

Terrace

Trinity

Victory

Wickliffe

Willoughby

## Exchanges in Local Calling Area

Aurora, Bainbridge, Brunswick, Chesterland, Cleveland
Metropolitan Area, Columbia Sta., Elyria, Hinckley, North Eaton, Northfield, Richfield, Russell, Twinsburg

Aurora, Bainbridge, Brunswick, Chesterland, Cleveland Metropolitan Area, Columbia Sta., Elyria, Hinckley, North Eaton, Northfield, Richfield, Russell, Twinsburg.

Aurora, Bainbridge, Brunswick, Chesterland, Cleveland Metropolitan Area, Columbia Sta., Elyria, Hinckley, North Eaton, Northfield, Richfield, Russell, Twinsburg.

Aurora, Bainbridge, Brunswick, Burton, Chesterland, Cleveland Metropolitan Area, Columbia Sta., Hinckley, Kirtland, Northfield, Richfield, Russell, Twinsburg.

Aurora, Avon Lake Bainbridge, Brunswick, Chesterland, Cleveland Metropolitan Area, Columbia Sta., Elyria, Hinckley, North Eaton, Northfield, Richfield, Russell, Twinsburg

Aurora, Bainbridge, Brunswick, Chesterland, Cleveland Metropolitan Area, Columbia Sta., Elyria, Hinckley, North Eaton, Northfield, Richfield, Russell, Twinsburg

Aurora, Bainbridge, Brunswick, Chesterland, Cleveland Metropolitan Calling Area, Columbia Station, Hinckley, Kirtland, Mentor, Montrose, Northfield, Richfield, Russell, Twinsburg

Aurora, Bainbridge, Brunswick, Chesterland, Cleveland Metropolitan Calling Area, Columbia Station, Hinckley, Kirtland, Leroy, Mentor, Northfield, Painsville, Perry, Richfield, Russell, Twinsburg

Issued: May 7, 2007
D. Scott Ringo, Jr., Assistant Secretary

Cincinnati Bell Any Distance Inc.

[^5]
# LOCAL SERVICES TARIFF <br> PUCO NO. 1 

## DIRECTORY LISTINGS

## A. TERMS AND CONDITIONS

Listings are regularly provided in connection with local exchange service. At the request of the customer, the listing may be omitted from the directory and directory assistance records (Non-Published Service).

The rates and regulations specified in this section apply only to the alphabetical directory. The alphabetical directory is a list of telephone numbers of customers and others arranged alphabetically by surname, business, association, institution, or other nonresidence name.

The alphabetical directory is designed for the purpose of informing calling parties of the telephone number of customers and others listed in it. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Subscriber's main billing number to be placed in the directory of the dominant local exchange carrier.

All Directory Listings, regardless of type, must conform to the specifications for the directories. The Company reserves the right to modify the listings to accommodate the space limitations in the directory. Not all listing types are available in all directories.

The Company may refuse a listing which does not constitute a legally authorized or adopted name, or any listing which in its opinion is likely to mislead or to deceive calling parties as to the identity of the listed party, or is intended for advertising purposes or is more elaborate than is reasonably necessary to identify the listed party. The listing of a service, commodity or trade name is not permitted except when such service, commodity or trade name is a part of the name under which the listed party conducts his or her business. The Company may, upon notifying the Customer, discontinue any listing found to be in violation of the foregoing regulations.

A descriptive term characterizing the listed party's business or purpose in a general way may be furnished (in abbreviated form) as a part of the listing, when desired and available. When the character of the listed party's business or purpose is apparent from the name under which it is conducted, a further designation is unnecessary and is not furnished.

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Cincinnati Bell Any Distance Inc.

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## DIRECTORY LISTINGS

## A. TERMS AND CONDITIONS (Continued)

Abbreviations may be used to limit the length of any listing when in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired by use of abbreviations.

Special arrangement of names is not permitted.
Non-Published Service customers forfeit non-address, non-list, or non-published service privacy when calling the Universal Emergency Number Service (911). The telephone number and address of the station from which the emergency call originates are passed to the Public Safety Answering Point along with the call in order for emergency units to respond to the call.

Incoming calls to Non-Published Service customers will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice regardless of any claim of emergency the calling party may present.

The acceptance by the Company of the customer's request for Non-Published Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

The Company makes every effort to safeguard the address and numbers of Non-Published Service customers. However, in the absence of gross negligence or willful misconduct, no liability will attach to the Company for damages arising from inadvertently publishing the address or telephone number of a Non-Published Service customer in the directory; or disclosing the number or address to any person. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the number of a Non-Published Service customer in the directory or otherwise disclosed, the Company's liability is limited to and satisfied by a refund of any monthly charges made by the Company per the PUCO Minimum Telephone Service Standards.

Providing the name, address and/or telephone number of a Non-Published Service customer to the customer's primary interexchange carrier for billing purposes only, does not constitute publication or disclosure of the customer's name, number and/or address under this tariff.

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Cincinnati Bell Any Distance Inc.

## DIRECTORY LISTINGS

A. TERMS AND CONDITIONS (Continued)

Interexchange carriers may not release the name, address, and/or telephone number of any Non-Published Service customer, except as follows:
a. Use of name and address for the rendering the interexchange carrier's bill to the customer.
b. Release of the telephone number only for purposes of detail billing.

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## LOCAL SERVICES TARIFF <br> PUCO NO. 1

## DIRECTORY LISTINGS

## A. TERMS AND CONDITIONS (Continued)

1. Definitions
a. Primary Listing

A primary listing is the listing furnished as a part of the local exchange service. It includes the name of the customer; a business, purpose, or other nonresidence designation when required; the address; and the telephone number.
b. Additional Listings

To be eligible for any type of additional listing, a customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent. Additional listings are listings which are similar to primary listings and furnished in addition to primary listings at the request of the customer.
c. Alternate Listings

Alternate listings are supplementary listings which usually follow a primary or regular additional listing and refer a calling party to other telephone numbers under certain conditions. The alternate telephone numbers may be those of other customers, subject to their consent.
d. Non-Published Service

Non-published listings are not printed in directories nor available from directory assistance. A nonpublished telephone service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records. Per Line Number Privacy will be provided when requested by the customer, to all non-published service customers at no monthly charge.
e. Foreign Listings

Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

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## LOCAL SERVICES TARIFF <br> PUCO NO. 1

CINCINNATI BELL ANY DISTANCE INC.
Section 4
Original Page 5

## DIRECTORY LISTINGS

## B. RATES AND CHARGES

## Non-Recurring Charges:

> Per Listing or
> Per number charges

Additional Listing
$\$ 20.00$
Alternate Listings 20.00
Non-Published Number 20.00
Foreign Listings 20.00
Non-Recurring charges will be applied when service is established and when there are subsequent changes to the listing.

## Recurring Charges:

## Additional Listing <br> $\$ 4.50$

Alternate Listings 4.50
Non-Published Number 2.00
Foreign Listings 4.50

# LOCAL SERVICES TARIFF 

PUCO NO. 1

## DIRECTORY ASSISTANCE SERVICE

## A. TERMS AND CONDITIONS

A Customer may obtain directory assistance in determining telephone numbers within its local calling area by calling the directory assistance operator. The directory assistance charge applies to each call regardless of whether or not the directory assistance operator is able to furnish the requested information.
B. RATES AND CHARGES

Each call to directory assistance will be charged as follows:
$\$ 1.99$

The Customer may make one request on each directory assistance call.

A credit will be given for calls to directory assistance as follows:

- The customer experiences poor transmission or is cut-off during the call; or
- The customer is given an incorrect telephone number.

To obtain such a credit, the customer must notify the Company.

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# LOCAL SERVICES TARIFF <br> PUCO NO. 1 

CINCINNATI BELL ANY DISTANCE INC.
Section 6
Original Page 1

## OPERATOR ASSISTANCE

## A. SERVICE DESCRIPTIONS

1. General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.
2. Busy Line Verification and Interrupt Service, provides the Customer with the following options:
a. Busy Line Verification: Upon request of the calling patty, the Company will determine if the line is clear or in use and report to the calling party.
b. Busy Line Verification with interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

# LOCAL SERVICES TARIFF <br> PUCO NO. 1 

CINCINNATI BELL ANY DISTANCE INC.
Section 6
Original Page 2

## OPERATOR ASSISTANCE

## B. RATES AND CHARGES

1. The following charges will be applied on a per call basis:

General Assistance
$\$ 1.00$
2. Rates for busy line verification and interrupt services, as specified below, will apply under the following circumstances, per request:
a. The operator verifies that the line is busy with a call in progress.
b. The operator verifies that the line is available for incoming calls.
c. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
Busy Line Verification
$\$ 3.00$
Busy Line Interrupt
$\$ 5.00$

# LOCAL SERVICES TARIFF 

PUCO NO. 1

Section 7
Original Page 1

## ISDN PRI

## A. GENERAL

Local ISDN-PRI is provisioned at the 1.544 Mbps rate via the Primary Rate Interface standard of the Integrated Services Digital Network (ISDN). Local ISDN-PRI provides the Customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport.
B. TERMS AND CONDITIONS

1. Regulations
a. ISDN-PRI Service is furnished subject to the availability of suitable facilities and is only served from specially-equipped digital central offices.
b. Services from some central offices may not provide all of the features and functionality described in this tariff.
c. Local ISDN-PRI Service Arrangement - One or more Service Configurations can be combined to create a Local ISDN-PRI Service Arrangement. Customers may have multiple Local ISDN-PRI Service Arrangements per location, however for each Service Arrangement one Service Configuration 1 must be included. The controlling D channel will always reside on Service Configuration 1.
d. The ISDN Digital Facility is ordered separately and not included as part of the Service Configuration.
e. The D channel is a 64 Kbps channel that carries signaling and control for the B channels. The capabilities of the D channel are contained within the customer's Service Configuration.
f. Service Configuration 1 - The first Service Configuration for any Local ISDN-PRI Service Arrangement must be a Service Configuration 1. Service Configuration I provides twenty-three (23) 64 Kbps $B$ channels and one (1) primary 64 Kbps D signaling channel. The primary D channel is an out-of-band signaling channel used to control and route all of the $B$ channel traffic within the Local ISDNPRI Service Arrangement.
g. Service Configuration 2 - This configuration is only available in conjunction with Service Configuration 1. It provides additional twenty-four (24) $64 \mathrm{Kbps} B$ channels which are controlled by the D channel on Service Configuration 1. Multiple Service Configuration $2 s$ may be associated with a Service Configuration 1 subject to switching equipment limitations.
[^6]Effective: June 7, 2007
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# LOCAL SERVICES TARIFF <br> PUCO NO. 1 

CINCINNATI BELL ANY DISTANCE INC.

Section 7
Original Page 2

## ISDN PRI

## B. TERMS AND CONDITIONS (Continued)

1. Regulations (Continued)
h. Service Configuration 3 - This configuration is also only available to subscribers who have a Service Configuration 1. It provides a backup 64 Kbps D channel and twenty-three (23) additional 64 Kbps B channels, The backup D channel will control and route all of the B channel traffic of a single PRI Service Arrangement in the event the D chamnel on the primary configuration (Service Configuration 1) fails. $A$ maximum of one Service Configuration 3 may be included with each Local ISDN-PRI Service Arrangement. Service Configuration 3 is available subject to switching equipment capabilities.
i. The bearer (or B) channels are used for information transfer between users. B channels provide the following features. To receive the DID capability, customers must order separately DID telephone numbers.
2. Voice-grade communications channel(s) to the Customer's Private Branch Exchange or Hybrid Key System;
3. Provisioned to carry one-way outbound traffic, one-way inbound or two-way traffic;
4. Calling number delivery;
5. Hunting
6. DID service which provides the Customer with a single digital connection which can carry oneway inbound traffic.
j. Service is furnished subject to the availability of suitable facilities and is only served from speciallyequipped digital central offices.
k. Service from some central offices may not provide all of the features and functionality described in this tariff.
7. This Service is offered under the Variable Term Payment Plan (VTPP). The VTPP rates are payable over a period selected by the customer from those available. Regulations pertaining to the VTPP can be found in Section 2. Early termination charges may apply to variable term contracts as shown below.
m . The minimum service period for is twelve months.

Section 7
Original Page 3

## ISDN PRI

B. TERMS AND CONDITIONS (Continued)

1. Regulations (Continued)
n. Early Termination
2. If Customer removes an ISDN PRI from service prior to the expiration of the term hereof, Customer will pay to the Company a termination charge equal to all monthly charges for such ISDN PRI for which Customer would have been responsible had Customer not removed such ISDN PRI.
3. If nonrecurring charges associated with the installation of a ISDN-PRI Service are waived and the service is then terminated prior to completion of the 12 -month minimum service period or the VTPP (Variable Term Payment Plan) contract period, the customer will become liable for payment of the waived charges.

Commission approval of the termination liability for ISDN-PRI contracts, as described above, is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.
2. Optional Features

Optional Features: In addition to providing Local Exchange Services specified above, Local ISDN- PRI can be configured to support the following optional advanced ISDN features where technically available:
a. Remote Call Forwarding (RCF): RCF allows all calls dialed to a telephone number equipped for RCF service to be automatically forwarded to another dialable telephone number.
b. Overflow Routing: Overflow routing allows the redirection of incoming calls based on customer conditions of either "all trunks busy" or disaster-based service outages.
c. Direct Inward Dialing service includes the central office switching equipment necessary for inward dialing from the central office directly to stations associated with the customer premises switching equipment. DID service is furnished from a Company central office on trunk lines (excluding Foreign Exchange, WATS and foreign central office service) to customer premises switching equipment equipped for compatible DID operations. DID Numbers can be obtained in blocks of 20 numbers.

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## ISDN PRI

## C. RATES AND CHARGES

Non-Recurring and Monthly Recurring Charges as specified below apply per T-I unless otherwise noted. The Local ISDN PRI T-1 non-recurring and recurring charges include Service Configuration and B Channel Service charges. Customers subscribing to DID capability will be assessed DID number charges.

## Non-Recurring Charges

| Block of 20 DID numbers |  |  |
| :--- | :--- | :--- |
| Initial | $\$ .00$ |  |
| Additional | 5.00 |  |

Service Reconfiguration Charge ..... 55.00
ISDN-PRI T-1 Install Charge ..... 500.00
Account Setup (Per Account) ..... 33.00
Account Changes ..... 15.00
(Moves, Changes, Additions,per billing record change)
Line Restoral Charge: ..... 20.00
(Per Trunk)
Due Date Change (per occurrence) ..... 10.00
T-1 Order Expedite Charge (per T-1) ..... 900.00

# LOCAL SERVICES TARIFF <br> PUCO NO. 1 

## CINCINNATI BELL ANY DISTANCE INC.

Section 7 Original Page 5

ISDN PRI
C. RATES AND CHARGES (Continued)

Monthly Recurring Charges

|  | 12 Month | 24 Month |  | 36 Month |
| :--- | ---: | ---: | ---: | ---: |
| Local ISDN PRI T-1 | $\$ 799.00$ | $\$ 699.00$ | $\$ 599.00$ |  |
| Optional Features: |  |  |  |  |
| $\quad$ DID number charge (per block of 20 \#s) | 5.00 | 5.00 | 5.00 |  |
| $\quad$ Rennote Call Forwarding | 25.00 | 25.00 | 25.00 |  |
| $\quad$ Overflow Routing | 25.00 | 25.00 | 25.00 |  |

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## EXHIBIT B

## PROPOSED TARIFF PAGES

## CINCINNATI BELL ANY DISTANCE INC.

REGULATIONS AND SCHEDULE OF RATES AND CHARGES APPLYING TO LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

CASE NUMBER 08-370-TP-ATA

THIS LOCAL EXCHANGE AND INTEREXCHANGE TARIFF PUCO NO. 1
CANCELS, SUPERCEDES, AND REPLACES THE COMPANY'S LOCAL SERVICE TARIFF PUCO NO. 1 AND
RESALE INTEREXCHANGE TELECOMMUNICATION SERVICE TARIFF PUCO NO. 2
IN THEIR ENTIRETY
90-9342-TP-TRF

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Cincinnati Bell Any Distance Inc.

## LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF <br> PUCO NO. 1

Cincinnati Bell Any Distance Inc.

Section 1
Original Page 1

## REGULATIONS

A. Undertaking of the Company

1. The Company provides long distance message telecommunications service and local exchange services to customers for their direct transmission of voice, data and other types of telecommunications.
2. Communications originate when the customer accesses the Conmany directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangements.
3. The Company's services are provided on a monthly basis, unless otherwise stated in the Tariff or Service Agreement. Services are available twenty-four (24) hours per day, seven (7) days per week.
B. Limitations on Service
4. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of the Tariff or Service Agreement.
5. The Company reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of the Tariff or Service Agreement or in violation of the law.
6. To the extent that any conflict arises between the terms and conditions of a contract and the terms and conditions of the Tariff or Service Agreement, the Tariff or Service Agreement shall prevail.
7. Title to all equipment provided by the Company under the Tariff or Service Agreement remains with the Company.
8. The customer may not transfer or assign the use of service provided under the Tariff or Service Agreement except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of the service, and all regulations and conditions contained in the Tariff or Service Agreement, as well as all conditions for service, shall apply to all such permitted assignees or transferees.
9. Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct subaccount invoices to customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by customer, whether invoiced by the Company to the customer, the customer's affiliates, or other designated entities.
C. Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except where the customer is a duly authorized and regulated common carrier.

Cincinnati Bell Any Distance Inc.

Section 1
Original Page 2

## REGULATIONS

D. Limitation of Liability

1. In view of the fact that the customer has exclusive control of its communications over the facilities furnished by the Company, and other uses for which facilities may be furnished by the Company, and because of the unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified berein.
2. The Company's failure to provide or maintain facilities under the Tariff or Service Agreement shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under the Tariff or Service Agreement.
3. Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
4. Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by the Tariff or Service Agreement. With respect to any other claim or suit by a customer or by any others, the customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the customer's premises and further the customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the customer; and against all otber claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
5. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by the Tariff or Service Agreement. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under the Tariff or Service Agreement as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or joint user, or which arise from the use of customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

# LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF <br> PUCO NO. 1 

Cincinnati Bell Any Distance Inc.
Section 1
Original Page 3

## REGULATIONS

D. Limitation of Liability (continued)
6. The Company shall not be liable for any damages, including usage charges that the customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through equipment controlled and/or provided by the customer, that are transmitted over the Company's network without the authorization of the customer. The customer shall be fully liable for all such usage charges.
E. Minimum Telephone Service Standards

The Company will provide service in compliance with the Minimum Telephone Service Standards as currently or prospectively established by the Commission.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Administrative Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Administrative Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.
F. Late Payment Charge

Customers will be charged a late payment penalty in the amount of $1.5 \%$ per month on all delinquent amounts owed to the Company.
G. Insufficient Fund Checks

Customers will be charged $\$ 20.00$ on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

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## LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF PUCO NO. 1

Cincinnati Bell Any Distance Inc.
Section 2
Original Page 1

## ALTERNATIVE OPERATOR SERVICES

## A. Description

Operator services are available to Customers from any Customer location. Operator Services allows the Customer to place a call from a Customer location and arrange for billing other than to the originating telephone number. Calls are rounded up to the next whole minute for billing purposes and are billed to the Customer through the monthly bill of the Customer's local exchange carrier.

The following billing arrangements are available to Customers through the Company's Operator Services:
a. Customer Dialed Calling/Credit Card

This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.
b. Operator Station

This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called mumber (collect) or a valid third party telephone number.
c. Person-to-Person

This is a service whereby the person originating the call specifies to Cincinnati Bell Any Distance Inc.'s operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

## B. Rates

$$
\text { Per minute rate } \quad \$ 0.45
$$

Service Charges
Customer Dialed Calling Card $\quad 1.70$
$\begin{array}{ll}\text { Automated Collect } & 2.50\end{array}$
Operator Station
Calling Card 2.50
Collect 2.50
Sent Paid Non-coin 2.50
Billed to Third Party 2.50
$\begin{array}{ll}\text { Person-to-Person } & 2.75\end{array}$

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# LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF <br> PUCO NO. 1 

Cincinnati Bell Any Distance Inc.

Section 3

## RESOLD LOCAL EXCHANGE SERVICE

## A. EMERGENCY NUMBER 911 SERVICE

This service is offered solely as an aid in handling assistance calls in connection with fire, police or other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasions of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of them.

All 911 charges associated with resold service will be passed through to customer.

## B. 811 SERVICE

811 Service is a three-digit local dialing arrangement that allows local exchange end users to reach a state service center that provides advance excavation notice services. The 811 code was assigned, pursuant to Federal Communications Commission (FCC) Order in CC Docket 92-105, to provide a one call system ("call before you dig" service) for excavators and the general public to notify facilities operators in advance of excavation activities. The Company provides the routing for calls made to 811 to the service center. The Company does not operate the 811 Service center.

811 calls cannot be placed using $1+$ calling, $0+$ calling, 0 -Operator Assisted Calling, or 101 XXXX calling.
Certain equipment, such as coin telephones and PBXs , may require special programming to allow 811 calling.
811 Service can only be accessed for calls originating on the Company's network, either from end user customers who directly purchase the Company's service or from customers of other LECs that resell the Company's services.

The Company will make every effort to route 811 calls to the appropriate service center. The Company's only obligation under 811 Service is to attempt to transmit the call to the appropriate service center. However, the Company will not be held responsible for routing mistakes, service interruptions, or other intervening acts that may interfere with telephone service and/or completion of the call.

## RESOLD LOCAL EXCHANGE SERVICE

B. 811 SERVICE (continued)

The Company is not responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. The 811 Service center is responsible for developing an appropriate method for responding to 811 calls placed in error or due to customer confusion.

The Company's provision of 811 Service shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward, or any right of action on behalf of, any third person or legal entity including end users of the Company or any other carriers or service providers.

The Company's liability with respect to 811 Service, including damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities provided by the Company, shall be limited to the terms set forth in Section 2 this tariff.

There is no charge for 811 Service.

Issued: April 2, 2008
D. Scott Ringo, Jr., Assistant Secretary

Cincinnati Bell Any Distance Inc.

Effective: April 2, 2008
In accordance with Case No.
08-08-370-TP-ATA, issued by The
Public Utilities Commission of
Ohio March 28, 2008

## EXHIBIT C

## SUMMARY OF TARIFF REVISIONS AND

## MATRIX OF CHANGES

Cincinnati Bell Any Distance Inc. (CBAD) is making this filing to detariff all nonresidential and residential Tier 2 toll services and nonresidential Tier 2 local services per the Commission's Implementation Order in Case No. 06-1345-TP-ORD. Per this order the Company is removing nonresidential Tier 2 services from its local service tariffs and both residential and nonresidential toll services from its long distance tariff. A description of these newly detariffed services and associated rates, terms and conditions can now be found in documents called "service agreements which can be accessed through Cincinnati Bells website as outlined in Exhibit D. As a result of the removal of these services and associated regulations, CBAD is issuing one new tariff that will replace both the local and long distance tariff that CBAD currently has on file with the Commission. The tariffs being replaced are PUCO No. 2 - Resale Interexchange Telecommunications Service Tariff and PUCO No. 1 - Local Resale Business Services.

CBAD has compiled a matrix that is part of Exhibit $C$ that provides detail on where services were located in the old tariffs and where they can now be found either in the new tariff or in a service agreement located on Cincinnati Bell's website.

CBAD's customers received at least a 15 -day notice via first class mail that the terms and conditions of certain telecommunication services would no long be on file with the Public Utility Commission. A copy of the letter can be found in Exhibit E.
Cincinnati Bell Any Distance Inc.

Current Tarifls $\mathrm{O}=$ Resale Iarexchan Telem
Proposed Tariff LOCAL = Local Servicas Tariff PUCO No. 1
Proposed Tariff Local \& LD $=$ Local Exchange and Interexchange Servoes Tarlf PUCO No. 1

## EXHIBIT D

## EXPLANATION OF HOW APPLICANT INTENDS TO COMPLY IN REGARDS TO DISCLOSURE OF RATES, TERMS, AND CONDITIONS FOR DETARIFFED SERVICES

The Applicant intends to comply with Ohio Adm. Code 4901:1-6-05(G)(3) by adding the rates, terms and conditions for nonresidential and residential toll services and nonresidential Tier 2 local services, in the form of "service agreements," to the Company's website at www.cincinnatibell.com. Once on the site users will need to choose "about us", "regulatory" and then choose the "service agreements" button.

## EXHIBIT E

## COPY OF CUSTOMER NOTIFICATION

## Cincınnatı Bell ${ }^{\text {iu }}$

March 3, 2008

## Better as One chas

Beginning on April 2, 2008, the prices, service descriptions, and terms and conditions for long distance services that you are provided by Cincinnati Bell will no longer be on file at the Public Utilities Commission of Ohio (PUCO). This modification does not result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Cincinnati Bell must still provide notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view our future service offerings in an online service agreement at www.cincinnatibell.com or you can request a copy of this information by contacting Cincinnati Bell by phone at 888-246-2355 or by mail at 201 E. Fourth Street, P.O. Box 2301, Cincinnati, OH 45202.

Since long distance services will no longer be on file with the Commission, this means that the agreement reached between you and Cincinnati Bell, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.
For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions. If you have any questions about this matter, please call Cincinnati Bell at the toll free number $888-246-2355$ or visit us at www.cincinnatibell.com. You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information.
Sincerely,
Cincinnati Bell

## EXHIBIT F

## CUSTOMER NOTICE AFFIDAVIT

STATE OF: OHIO
SS:

COUNTY OF: HAMILTON

## AFFIDAVIT

I D. Scott Ringo Jr., am an officer of the applicant corporation, Cincinnati Bell Any Distance Inc., and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through direct mail sent out on March 5, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April. $\frac{\text { A }, 2008 \text {, } 221 \text { E. Fourth Street, Cincinnati, Ohio } 45202}{\text { (Location) }}$


Subscribed and sworn to before me this $\qquad$


My Commission Expires:



[^0]:    Issued: May 7, 2007
    D. Scott Ringo, Jr., Assistant Secretary Cincinnati Bell Any Distance Inc.

    Effective: June 7, 2007 In accordance with Case No. 07-0539-TP-ACE, issued by The Public Utilities Commission of Ohio

[^1]:    8

[^2]:    Issued: May 7, 2007
    Effective: June 7, 2007
    In accordance with Case No. 07-0539-TP-ACE, issued by The Public Utilities Commission of Ohio

[^3]:    Issued: May 7, 2007
    D. Scott Ringo, Jr., Assistant Secretary \& Director Regulatory Affairs Cincinnati Bell Any Distance Inc.

[^4]:    Issued: May 7, 2007
    D. Scott Ringo, Jr., Assistant Secretary

    Cincinnati Bell Any Distance Inc.

[^5]:    Effective: June 7, 2007
    In accordance with Case No.
    07-0539-TP-ACE, issued by The
    Public Utilities Commission of Ohio

[^6]:    Issued: May 7, 2007
    D. Scott Ringo, Jr., Assistant Secretary

    Cincinnati Bell Any Distance Inc.

[^7]:    Issued: May 7, 2007
    D. Scott Ringo, Jr., Assistant Secretary

    Cincinnati Bell Any Distance Inc.

