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PUCO



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Christopher S. Colwell
Vice President - Government Relations

February 11, 2003

Ms. Daisy Crockron
Docketing Division Chief
The Public Utilities Commission of Ohio
180 East Broad Street, 10th Floor
Columbus, Ohio 43215-3793

03-434-TP-ATA
90-5013-TP-TR7

Dear Ms. Crockron:

Attached is Cincinnati Bell Telephone Company's (CBT) Application requesting authorization to **revise the contract termination language** associated with the Prime and Trunk AdvantageSM Services found in the **Out of Territory Services PUCO No. 1**. The revised language will require a customer to pay a termination charge that is equal to all monthly charges for which the customer would have been responsible had the customer not terminated the service prior to the end of the minimum 12-month period or the applicable 24, 36, 48 or 60-month term payment plan period.

Pursuant to the Finding and Order in Case No. 99-1496-TP-UNC, CBT's Alternative Regulation Plan, Case No. 96-899-TP-ALT is to apply to CBT's operations outside of its historical operating area. Therefore, the proposed effective date of this tariff filing is 31 days after the tariff is filed which will be March 14, 2003. Included with this filing is Exhibit C-2 that explains the reason for the requested change in the termination charge regulations and Exhibit C-3 that addresses customer notification.

Please date-stamp and return the enclosed duplicate of this transmittal to acknowledge its receipt. Any questions regarding this transmittal should be directed to Kathy Reid at 513-397-1296.

Sincerely,

Christopher S. Colwell
Vice President - Government Relations

Attachment

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician 3 Date Processed 2.12.03

Cover Form for the Application of
THE CINCINNATI BELL TELEPHONE COMPANY

In the matter of the Application of the Cincinnati Bell)
Telephone Company to revise the contract) Case No. _____-TP-_____
termination language associated with the Prime and)
Trunk Advantage® Services found in the Out of)
Territory Tariff PUCO No. 1)

Contact Person(s) Kathy Reid Phone- 513-397-1296; Fax- 513-723-9815
Motion for protective order included in with filing []yes, [x]no
Request for waiver(s) included in this filing? []yes, [x]no
Cell classification of service(s) affected by this filing: [x]1; []2; [x]3; or []4
Is this a prefiling? []yes, [x]no

I. NEW CASE FILINGS

NEW END USER SERVICES (ATA):

- a. [] Services which involve privacy, are essential to public safety, or involve 9-1-1 usage or access (30-day public process)
- b. [] Services not involving privacy, not essential to public safety, and do not include 9-1-1 usage or access (30 -day prefiling process)

CHANGE IN TERMS OR CONDITIONS, OR WITHDRAWAL OR END USER SERVICES (ATA):

- c. [X] (30-day public process)

CARRIER-TO-CARRIER SERVICES (ATA) (30-day public process)

- d. [] New services
- e. [] Change in terms, conditions, or withdrawal of existing services

[] **CONTRACT (AEC)**-effective upon filing, automatic approval on 30th day:

[] **PRE-APPROVED CONTRACT (AEC) (0-Day Filing)**

[] **CELL RECLASSIFICATION (ATA) (30-day public process):**

[] **OTHER:**

II. FILINGS NOT REQUIRING NEW CASE NUMBER (TRF Filing only)

- [] Price list change within approved range
- [] Promotional offering

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Application Not for an Increase in Rates,
Pursuant to Section 4909.18 Revised Code

In the Matter of The Application of)
CINCINNATI BELL TELEPHONE COMPANY)
to revise its **Out of Territory Tariff PUCO No. 1**) Case No.
to change the contract termination language)
for Prime and Trunk AdvantageSM Services.)

1. APPLICANT RESPECTFULLY PROPOSES: (Check applicable proposals)

_____ New Service X Change in Rule or Regulation

_____ New Classification _____ Reduction of Rates

_____ Change in Classification _____ Correction of Error

_____ Other, not involving increase in rates

_____ Various related and unrelated textual revision, without change in intent

2. DESCRIPTION OF PROPOSAL

Applicant proposes to modify the **Out of Territory Services Tariff PUCO No. 1**
in order to revise the contract termination language associated with Prime and
Trunk AdvantageSM Services.

3. TARIFF AFFECTED:

P.U. C.O. No. 1

Tariff Title

Out of Territory Services Tariff

Section

5.6

Section Title

Trunk AdvantageSM

Paragraph

Pages 65 and 66

P.U. C.O. No. 1

Tariff Title

Out of Territory Services Tariff

Section

5.7

Section Title

Prime AdvantageSM

Paragraph

Page 75 and 76

P.U. C.O. No.

Tariff Title

Section

Section Title

Paragraph

P.U. C.O. No.

Tariff Title

Section

Section Title

Paragraph

P.U. C.O. No.

Tariff Title

Section

Section Title

Paragraph

P.U. C.O. No.

Tariff Title

Section

Section Title

Paragraph

P.U. C.O. No.

Tariff Title

Section

Section Title

Paragraph

P.U. C.O. No.

Tariff Title

Section

Section Title

Paragraph

P.U. C.O. No.

Tariff Title

Section

Section Title

Paragraph

P.U. C.O. No.

Tariff Title

Section

Section Title

Paragraph

4. Attached hereto and made a part hereof are: (Check Applicable Exhibits)

 X Exhibit A - existing schedule sheets (to be superseded) if applicable

 X Exhibit B - Proposed schedule sheets

 Exhibit C-1

- (a) if new service is proposed, describe;
- (b) if new equipment is involved, describe (preferably with a picture, brochure, etc) and where appropriate, a statement distinguishing proposed service from existing services;
- (c) if proposed service results from customer requests, so state giving if available, the number and type of customer requesting proposed service.

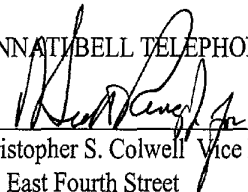
 X Exhibit C-2 - if a change of classification, rule or regulation is proposed a statement explaining reason for change.

 X Exhibit C-3 - statement explaining reason for any proposal not covered in Exhibits C-1 or C-2.

5. This application will not result in an increase in rate, joint rate, toll, classification, charge or rental.
6. Applicant respectfully requests the Commission to permit the filing of the proposed schedule sheets, to become effective on the date, subsequent to filing, to be shown on the proposed schedule sheets which will be filed with the Commission; and to be in the form of the schedule sheets in Exhibit B, modified by any further revisions that have become effective prior to the effective date of the proposed schedule sheets

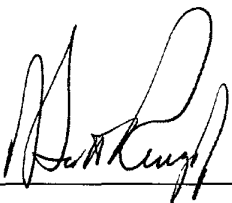
CINCINNATI BELL TELEPHONE COMPANY

By

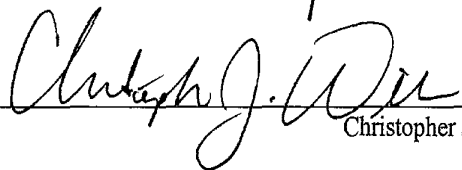

Christopher S. Colwell Vice President - Government Relations
201 East Fourth Street
P.O. Box 2301
Cincinnati, Ohio 45201
(513) 397-7540
(513) 723-9815 (Fax)

VERIFICATION

State of Ohio, Hamilton County, ss: Christopher S. Colwell, Government Relations V.P.
and Christopher J. Wilson, Corporate Attorney, Cincinnati Bell Telephone Company,
being first duly sworn hereby verify this transmittal.

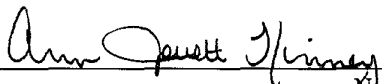


Christopher S. Colwell



Christopher J. Wilson

Sworn and Subscribed before me this 11th day of February, 2003



Notary Public

ANN JOUETT KINNEY
Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

EXHIBIT A
PRESENT PAGES

LOCAL EXCHANGE SERVICE

SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES (cont'd)

5.6 TRUNK ADVANTAGESM

Available in the Cincinnati Service Rate Area

Available in the Dayton Service Rate Area

(C)

5.6.1 General

1. Trunk AdvantageSM provides exchange access service at a 1.544 Mbps (DS-1) interface.
2. Trunk AdvantageSM Service consists of a DS-1 Digital Trunk Facility and up to twenty-four (24) 64 kbps Digital Trunk Channels. Digital Trunk Facilities and Digital Trunk Channels are not offered separately.
3. Three types of Digital Trunk Channels are available. Standard channels provide the same features as analog trunk lines found in Section 5.1.2, preceding. DID channels provide direct inward dialing service as found in Section 5.3. Two Way DID Channels provide capability for two way standard service and direct inward dialing service.
4. Trunk channels may be purchased with flat or measured rate service. Measured rate service regulations are listed in paragraph 5.6.2.5 and rates are listed in Section 5.6.6 following.
5. All Digital Trunk Channels use MF or DTMF signaling.

5.6.2 Regulations

1. DID channels do not require a DID termination as listed in Section 5.3. DID trunks do require that groups of numbers be purchased from Section 5.6.3.
2. Trunk AdvantageSM is offered under variable term contracts and month-to-month rates. With variable term contracts, rates are payable over a period selected by the customer from those available. Termination charges may apply to variable term contracts as shown below in Part 4.b of these regulations.
3. The minimum period of service for Trunk AdvantageSM is 12 months.
4. Termination Charges

Customers requesting the termination of a Trunk Advantage Service (including the Digital Trunk Facility, channels and optional features) prior to the end of the 12 month minimum service period, or prior to the end of their chosen variable term contract will be liable for a termination charge. The termination charge will be calculated as follows:

ISSUE DATE: December 20, 2002

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone Company

EFFECTIVE DATE: February 1, 2003

In accordance with Finding and Order in Case No. 02-3338-TP-ATA, issued by the Public Utilities Commission of Ohio, dated December 20, 2002 and Case No. 90-5013-TP-TRF

LOCAL EXCHANGE SERVICE**SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES (cont'd)****5.6 TRUNK ADVANTAGESM (cont'd)****5.6.2 Regulations (cont'd)****4. Termination Charges (cont'd)**

- a. If the Trunk Advantage Service (Digital Trunk Facility, channels, and optional features) is terminated in the first 12 months of service, the termination charge is the difference between 12 months at the applicable rates, and the recurring charges paid until the service was terminated. (N)

$$\text{Term. Charge} = [12 \times \text{VTPP rates}] - [\text{recurring charges paid to date}] \quad (N)$$

- b. If service is terminated after 12 months in service, but before the end of the customer's variable term contract, the termination charge is equal to the difference between the customer's term rates and the current month-to-month rates times the number of months of the contract that was fulfilled. (N)

$$\text{Term. Charge} = [\text{Current month-to-month rates} - \text{term rates}] \times [\text{number of months in service under contract}] \quad (N)$$

- c. If nonrecurring charges associated with the installation of a Trunk Advantage Service are waived and that service is then terminated prior to completion of the 12 month minimum service period or the VTPP contract period, the customer will become liable for payment of the waived charges. (N)

5. Upgrades

Customers wishing to upgrade existing trunk service to Trunk AdvantageSM will be charged the listed nonrecurring charges for the appropriate number of digital trunk facilities and will have to convert to the DID rate structure in this Section 5.6. Non-recurring charges on digital trunk channels are waived for the existing trunks that are moved to Trunk AdvantageSM. Any new channels added at the time of conversion to Trunk AdvantageSM will receive nonrecurring charges.

6. Measured Service

- a. Measured Service charges consist of a basic monthly charge for the channel plus usage charges based upon the number, distance, duration, and time of day of originated calls.
- b. Measured Service is furnished subject to the availability of facilities.
- c. The distance used for Measured Service billing is based on the airline mileage between rate centers serving the called and calling access line. The airline mileage is computed mathematically employing as a base a vertical (V) and a horizontal (H) coordinate for each central office, as determined from its latitude and longitude location using appropriate map projection equations.

Note 1: Commission approval of the termination liability language for VTPP contracts is not intended to indicate that the Commission has approved 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. (N)

ISSUE DATE: March 7, 2002

Amended: March 28, 2002

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone Company

EFFECTIVE DATE: April 7, 2002

In accordance with Finding and Order in Case No. 02-0622-TP-ATA, issued by the Public Utilities Commission of Ohio, dated March 7, 2002 and Case No. 90-5013-TP-TRF

LOCAL EXCHANGE SERVICE**SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES (cont'd)****5.7 PRIME ADVANTAGESM (cont'd)****5.7.3 Regulations (cont'd)**

3. The minimum service period for Prime AdvantageSM is twelve months.
4. The customer must provide customer premises equipment that meets the technical requirements of the serving central office.
5. The customer is responsible for providing power to all customer premises equipment (CPE) attached to the Primary Rate Facility.
6. The customer must notify the Company when call type maximums and minimums are to be changed for the call-by-call feature. This is in order to maintain the proper provision of directory numbers and call control on the line.
7. One 911 charge is applied to each outgoing and 2-way B-Channel Bearer Trunk (per channel).
8. When a customer transfers a call, the customer is responsible for any toll charges associated with the customer originated leg(s) of the call.
9. Service from some central offices may not provide all of the features and functionality described in this tariff.
10. Termination

Customers requesting the termination of a Prime Advantage Service (including the Primary Rate Facility, channels and optional features) prior to the end of the 12 month minimum service period or prior to the end of their variable term contract will be liable for a termination charge. The termination charge will be calculated as follows: (N)

- a. If the Prime Advantage Service (Primary Rate Facility, channels and optional features) is terminated in the first 12 months of service, the termination charge is the difference between 12 months at the applicable rates, and the recurring charges paid until the service was terminated. (N)

Term. Charge = [12 x VTPP rates] - [recurring charges paid to date] (N)

ISSUE DATE: March 7, 2002

Amended: March 28, 2002

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone Company

EFFECTIVE DATE: April 7, 2002

In accordance with Finding and Order in Case No. 02-0622-TP-ATA, issued by the Public Utilities Commission of Ohio, dated March 7, 2002 and Case No. 90-5013-TP-TRF

LOCAL EXCHANGE SERVICE

SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES (cont'd)5.7 PRIME ADVANTAGESM (cont'd)5.7.3 Regulations (cont'd)

10. Termination (cont'd)

Customers requesting the termination of a **Prime Advantage Service (Primary Rate Facility, channels and optional features)** prior to the end of the 12 month minimum service period or prior to the end of their variable term contract will be liable for a termination charge. The termination charge will be calculated as follows: (cont'd) (N)

- b. If the **Prime Advantage Service (Primary Rate Facility, channels and optional features)** is terminated after 12 months of service, but before the end of the customer's contract, the termination charge is equal to the difference between the customer's contract rates and the then current month-to-month rates times the number of months of the contract that was fulfilled. (N)

Termination Charge = [Current month-to-month rates - term rates] X [number of months in service under contract] (N)

- c. If nonrecurring charges associated with the installation of a **Prime Advantage Service** are waived and that service is then terminated prior to completion of the 12 month minimum service period or the VTPP contract period, the customer will become liable for payment of the waived charges. (N)

11. Upgrades

Customers wishing to upgrade existing analog trunk service to Prime AdvantageSM will be charged the listed initial charges for the appropriate number of Primary Rate Facilities and will have to convert to the DID rate structure in Section 5.7.4 immediately following. Initial charges on B-Channel Bearer Trunk Channels are waived for the existing analog trunks that are moved to Prime AdvantageSM. Any new channels added at the time of conversion to Prime AdvantageSM will incur initial charges. Customers under contract for Trunk AdvantageSM can upgrade to Prime AdvantageSM and will not be charged any Trunk AdvantageSM termination charges.

Note 1: Commission approval of the termination liability language for VTPP contracts is not intended to indicate that the Commission has approved 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. (N)

ISSUE DATE: March 7, 2002

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone Company

EFFECTIVE DATE: April 7, 2002

In accordance with Finding and Order in Case No. 02-0622-TP-ATA, issued by the Public Utilities Commission of Ohio, dated March 7, 2002 and Case No. 90-5013-TP-TRF

EXHIBIT B
PROPOSED PAGES

Explanation of Coding

- (C) – Indicates changed regulation
- (D) – " discontinued rate or regulation
- (I) – " increase
- (M) – " matter relocated without change
- (N) – " new rate or regulation
- (R) – " reduction
- (S) – " reissued matter
- (T) – " a change in text but not in rate or regulation

LOCAL EXCHANGE SERVICE

SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES (cont'd)

5.6 TRUNK ADVANTAGESM

Available in the Cincinnati Service Rate Area

Available in the Dayton Service Rate Area

5.6.1 General

1. Trunk AdvantageSM provides exchange access service at a 1.544 Mbps (DS-1) interface.
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4. Trunk channels may be purchased with flat or measured rate service. Measured rate service regulations are listed in paragraph 5.6.2.5 and rates are listed in Section 5.6.6 following.
5. All Digital Trunk Channels use MF or DTMF signaling.

5.6.2 Regulations

1. DID channels do not require a DID termination as listed in Section 5.3. DID trunks do require that groups of numbers be purchased from Section 5.6.3.
2. Trunk AdvantageSM is offered under variable term contracts and month-to-month rates. With variable term contracts, rates are payable over a period selected by the customer from those available. Termination charges may apply to variable term contracts as shown below in Part 4.b of these regulations.
3. The minimum period of service for Trunk AdvantageSM is 12 months.
4. Termination Charges
 - a. Trunk AdvantageSM is available for a minimum term of 12 months or under a term payment plan of 24, 36, 48 or 60 months. If a Customer terminates service, without cause, prior to the expiration of the minimum 12-month period or applicable term payment plan period, the Customer will pay to CBT a termination 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 applicable 12, 24, 36, 48 or 60-month period.

(C)

(C)

ISSUE DATE: February 12, 2003

By: Christopher S. Colwell, Vice President- Government Relations
Cincinnati, Ohio

EFFECTIVE DATE: March 14, 2003
In accordance with Finding and Order
in Case No. _____, issued
by the Public Utilities Commission of
Ohio, dated _____ and
Case No. 90-5013-TP-TRF

LOCAL EXCHANGE SERVICE**SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES (cont'd)****5.6 TRUNK ADVANTAGESM (cont'd)****5.6.2 Regulations (cont'd)****4. Termination Charges (cont'd)**

- b. If Customer removes one or more facility (facilities), channel(s), optional feature(s) from service prior to the expiration of the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such facility (facilities), channel(s) or optional feature(s) for which Customer would have been responsible had Customer not removed such facility (facilities), channel(s) or optional feature(s). (C)
|
(C)
- c. If nonrecurring charges associated with the installation of a Trunk AdvantageSM Service are waived and the service is then terminated prior to completion of the 12-month minimum service period or the VTPP contract period, the customer will become liable for payment of the waived charges.
- d. Commission approval of the termination liability for Trunk AdvantageSM 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. (M)
|
(M)

5. Upgrades

Customers wishing to upgrade existing trunk service to Trunk AdvantageSM will be charged the listed nonrecurring charges for the appropriate number of digital trunk facilities and will have to convert to the DID rate structure in this Section 5.6. Non-recurring charges on digital trunk channels are waived for the existing trunks that are moved to Trunk AdvantageSM. Any new channels added at the time of conversion to Trunk AdvantageSM will receive nonrecurring charges.

6. Measured Service

- a. Measured Service charges consist of a basic monthly charge for the channel plus usage charges based upon the number, distance, duration, and time of day of originated calls.
- b. Measured Service is furnished subject to the availability of facilities.
- c. The distance used for Measured Service billing is based on the airline mileage between rate centers serving the called and calling access line. The airline mileage is computed mathematically employing as a base a vertical (V) and a horizontal (H) coordinate for each central office, as determined from its latitude and longitude location using appropriate map projection equations.

(M)
|

(M)

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LOCAL EXCHANGE SERVICE

SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES (cont'd)

5.7 PRIME ADVANTAGESM (cont'd)

5.7.3 Regulations (cont'd)

3. The minimum service period for Prime AdvantageSM is twelve months.
4. The customer must provide customer premises equipment that meets the technical requirements of the serving central office.
5. The customer is responsible for providing power to all customer premises equipment (CPE) attached to the Primary Rate Facility.
6. The customer must notify the Company when call type maximums and minimums are to be changed for the call-by-call feature. This is in order to maintain the proper provision of directory numbers and call control on the line.
7. One 911 charge is applied to each outgoing and 2-way B-Channel Bearer Trunk (per channel).
8. When a customer transfers a call, the customer is responsible for any toll charges associated with the customer originated leg(s) of the call.
9. Service from some central offices may not provide all of the features and functionality described in this tariff.
10. Termination
 - a. Prime AdvantageSM is available for a minimum term of 12 months or under a term payment plan of 24, 36, 48 or 60 months. If a Customer terminates service, without cause, prior to the expiration of the minimum 12-month period or applicable term payment plan period, the Customer will pay to CBT a termination 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 applicable 12, 24, 36, 48 or 60-month period.
 - b. If Customer removes one or more facility (facilities), channel(s), optional feature(s) from service prior to the expiration of the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such facility (facilities), channel(s) or optional feature(s) for which Customer would have been responsible had Customer not removed such facility (facilities), channel(s) or optional feature(s).

(C)

(C)

ISSUE DATE: February 12, 2003

By: Christopher S. Colwell , Vice President- Government Relations
Cincinnati, Ohio

EFFECTIVE DATE: March 14, 2003

In accordance with Finding and Order
in Case No. _____, issued
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Ohio, dated _____ and
Case No. 90-5013-TP-TRF

LOCAL EXCHANGE SERVICE

SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES (cont'd)

5.7 PRIME ADVANTAGESM (cont'd)

5.7.3 Regulations (cont'd)

10. Termination (cont'd)

- c. If nonrecurring charges associated with the installation of a Prime AdvantageSM Service are waived and the service is then terminated prior to completion of the 12-month minimum service period or the VTPP contract period, the customer will become liable for payment of the waived charges.

- d. Commission approval of the termination liability for Prime AdvantageSM 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.

(M)

(M)

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Customers wishing to upgrade existing analog trunk service to Prime AdvantageSM will be charged the listed initial charges for the appropriate number of Primary Rate Facilities and will have to convert to the DID rate structure in Section 5.7.4 immediately following. Initial charges on B-Channel Bearer Trunk Channels are waived for the existing analog trunks that are moved to Prime AdvantageSM. Any new channels added at the time of conversion to Prime AdvantageSM will incur initial charges. Customers under contract for Trunk AdvantageSM can upgrade to Prime AdvantageSM and will not be charged any Trunk AdvantageSM termination charges.

(M)

(M)

ISSUE DATE: February 12, 2003

By: Christopher S. Colwell , Vice President- Government Relations
Cincinnati, Ohio

EFFECTIVE DATE: March 14, 2003

In accordance with Finding and Order
in Case No. _____, issued
by the Public Utilities Commission of
Ohio, dated _____ and
Case No. 90-5013-TP-TRF

EXHIBIT C-2

Change in Regulation

CBT is proposing to revise the contract termination language associated with the Prime and Trunk AdvantageSM Services. The revised language will require a customer to pay a termination charge that is equal to all monthly charges for which the customer would have been responsible had the customer not terminated the service prior to the end of the minimum 12-month period or the applicable 24, 36, 48 or 60-month term payment plan period.

CBT is proposing these changes as a result of the increase in competition in the business market. CBT is finding that competing telecommunication providers are offering to pay the Prime and Trunk AdvantageSM termination charges as an incentive for customers to leave CBT. CBT does not want to exact a penalty on the customer but would like to recover the damages as a result of early termination.

These proposed changes would apply to customers subscribing to Prime and Trunk AdvantageSM Services after the effective date of this application.

EXHIBIT C-3

Customer Notification

Customers will be notified of these changes by CBT's business sales force prior to the time of purchase.