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PUCO

201 E. Fourth St. P.O. Box 2301 Cincinnati, Ohio 45201-2301

November 4, 2004

Ms. Renee Jenkins
Docketing Division Chief
The Public Utilities Commission of Ohio
180 East Broad Street, 13th floor
Columbus, Ohio 43215-3793

Re: Case No. 04-1064-TP-CTR

Approval of 20 Contracts to provide Prime Advantage, Trunk Advantage, Centrex and Business Access Line Services

Dear Ms. Jenkins:

Pursuant to section 4905.31(e) of the Revised Code, Cincinnati Bell Telephone is submitting an original and seven copies of the Telecommunications Application Form along with business contracts containing off-tariff rates and/or terms. Also enclosed is an affidavit of D. Scott Ringo Jr.

Any questions regarding this transmittal should be directed to me at 513-397-1296.

Sincerely,

Kathy Reid

Regulatory Specialist Government Relations

Kathy Reid

Attachment

AFFIDAVIT

STATE OF OHIO)	
)	S.S.
COUNTY OF HAMILTON)	

I, D. Scott Ringo Jr., Assistant Secretary and Director of Regulatory Affairs at Cincinnati Bell Telephone Company being first duly sworn, state under oath that the total price of each contract submitted in this filing exceeds the total incremental cost of all regulated services under these same contracts.

D. Scott Ringo Jr.

Assistant Secretary and Director of Regulatory Affairs

Sworn and subscribed before me this 3rd day of November, 2004

Notary Public

Susan D. McClarnon Notary Public, State of Onlo My Commission Expires Mar. 16, 2008

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM

(Effective: 10/01/2004) (Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of Cincinnati Bell Telephone)	
Company to file contracts containing off-tariff rates) Case No.04 -1064 - TP - CTR	
)	
Name of Registrant(s) Cincinnati Bell Telephone	
DBA(s) of Registrant(s)	
Address of Registrant(s) 201 E. Fourth Street, Cincinnati, Ohio 45201-2301	
Company Web Address www.cincinnatibell.com	
Regulatory Contact Person(s) Kathy Reid Phone (513)397-1296 Fax (513)723-9815	
Regulatory Contact Person's Email Address Kathy.reid@cinbell.com	
Contact Person for Annual Report D. Scott Ringo Phone (513)397-1354	
Consumer Contact Information Tom McCloud Phone (513)397-1313	
Date November 3, 2004 TRF Docket No CT-TRF or 90 - 5013 - TP-TRF	
Motion for protective order included with filing? □ Yes x No	
Motion for waiver(s) filed affecting this case? □ Yes x No [Note: waiver(s) tolls any automatic timeframe]	
Company Type (check all applicable): CTS (IXC) x ILEC CLEC CMRS AOS	
□ Other (explain)	
• • • • • • • • • • • • • • • • • • • •	
<u>NOTE</u> : This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules prom	
Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-L	
preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review p	rioa.
I. Please indicate the reason for submitting this form (check one)	
□ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)	
☐ 2 (ABN) Abandonment of all Services	
□ a. CLEC (90-day approval, 10 copies) □ b. CTS (14-day approval, 10 copies) □ c. ILEC (NOT automatic, 10	
a 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No.15 on this page	
□ a. Switched Local □ b. Non-switched local □ c. CTS □ d. Local and CTS □ e. Other (explain) □ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)	
□ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)	
□ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)	
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.	
7 (AMT) LEC Merger (30-day approval, 10 copies)	
 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies) 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier 	Sorvice
□ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)	SCIVICC
☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; Do Not Docket , 4 copies)	
ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and	also with
OCC for Tier 1 residential services (0-day filling, 10 copies)	
 iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies) iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies) 	4
v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)	,
□ vi. Grandfather service (30-day approval, 10 copies)	
□ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)	
viii. Withdrawal of Tier I service must be filed as an "ATW", not an "ATA" - see item 12, below	
 b. Reclassification of Service Among Tiers (<u>NOT</u> automatic, 10 copies) c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies) 	
□ 10(ATC) Application to Transfer Certificate (30-day approval, 7 copies)	
□ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)	
12 (ATW) Application to Withdraw a Tier I Service	
□ a. CLEC (60-day approval, 10 copies) □ b. ILEC (NOT automatic, 10 copies) □ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)	
□ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies) □ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)	
□ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)	
□ 16(SLF) Self-complaint Application	
a. CLEC only -Tier 1 (60-day automatic, 10 copies)	
☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)	
□ 17(UNC) Unclassified (explain) (NOT automatic, 15 copies) □ 18(ZTA) Tariff Notification Involving only Tier 2 Services	
NOTE: Notifications do not require or imply Commission Approval.	
□ a. New End User Service (0-day notice, 10 copies)	
□ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)	

□ 19 C	Other	□ c. Withdrawal of service (0-day notice, 10 copies) (explain)	_(NOT automatic, 15 copies)	
THE I	FOLLC	OWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copt	ies)	
□ 20	Introdu	uction or Extension of Promotional Offering		İ
a 21	New P	Price List Rate for Existing Service		
	🗆 a. Ti	icr 1 icr 1		
□ 22	Design	nation of Registrant's Process Agent(s)		
□ 23	Update	e to Registrant's Maps		
□ 24	Annua	al Tariff Option For Tier 2 Services - indicate which option you intend to add	opt to maintain the tariff. NO	OTE, changing
	option	ns is only permitted once per calendar year.		
	o Pa	aper Tariff		
THE I	FOLLO	DWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice , 7 cop	nies)	
x 25	Applic	cation to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page	e 1 of this form for carrier-to-carrie	er contract amendments)
		Oocket No. <u>04 - 1064</u> - TP – CTR (Use same CTR number throu		

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls
	ran	any automatic timeframe associated with this filing.
	[3]	Completed Service Requirements Form.
0	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
0	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
	[3]	Brief description of service(s) proposed.
	[3a-b,3d]	Explanation of whether applicant intends to provide \square resold services, \square facilities-based services, or \square both resold and facilities based services.
	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
0	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
	[3a-b,3d]	Description of the proposed market area.
	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
0	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following:
_	[50 0,50]	1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources.
		Describe internally generated sources of cash and external funds available to support the applicant's operations that
		are the subject of this certification application.
		2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial
		statements are based on a certain geographical area(s) or information in other jurisdictions
		3) Documentation to support the applicant's cash an funding sources.
<u> </u>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and
_	[Su uj	proposed service area.
D	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State o
	. , .	Ohio, include that certification number.
0	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in
		accordance with the GAAP.
0	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable):
		□ interconnection agreement, □ retail tariffs, or □ resale tariffs.
0	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
0	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of
		Customer receiving dial tone.
0	[3a,3b,3d,	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)
	9a,(i-iii)]	
	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed
	' ' '	timeline for construction, interconnection, and offering of services to end users.
	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of
	[,-,,]	fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
0	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
0		Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected
Х	[1-2,4-7,9,12-	
	13,16,18-23,25]	Specify for each service affected whether it is x business; \Box residence; or \Box both. Also indicate whether it is a x switched or \Box
		dedicated service. Include this information in either the cover letter or Exhibit C.

0	[1,2,4,9a(v-vi),	Specify which notice procedure has been/will be utilized: direct mail; bill insert; bill notation or electronic mail.
	5,10,16,18(b-c),	NOTE: Tier I price list increases must be within an approved range of rates.
	21]	SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
_	[2,4-5,9a(v),	Copy of real time notice which has been/will be provided to customers.
"	9b, 10,12-13,16,	NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
İ	18(b-c),20-21]	NOTE: OEI THINGS - DO NOT Sella customed notice until the has been reviewed and approved by Commission Stati
	[1,2,5,9a(v),11-13,	Affidavit attesting that customer notice has been provided.
"	18, 21 (increase	American account notice has been provided.
	only)]	
	[2,12]	Copy of Notice which has been provided to ILEC(s).
<u> </u>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
0	[14]	The interconnection agreement adopted by negotiation or mediation.
0	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authorit
-	[,	to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this
		Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio
_	1	Secretary of State.
	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
П	[5,13]	New title sheet with proposed new company name.
	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from:
		http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
0	[1,3a-b,3d,7,	Maps depicting the proposed serving and calling areas of the applicant.
	10,13, 23]	If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected
		on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large
		ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map
		attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and al
		exchanges to which local calls can be made from each of those exchanges.
		If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): •
		Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the
		involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Map
		for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography
		maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
		Other information requested by the Commission staff.
0	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff:
_	1-1	□ Paper Tariff □ Electronic Tariff - If electronic, provide the web address for the tariff:
	l	D Taper Mant C December 1 and - It electronics provide the web address for the tanti.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- [x] Sales tax
- [x] Minimum Telephone Service Standards (MTSS)
- [x] Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

[x] 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- □ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- □ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- □ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- □ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- □ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- □ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

	Consumer Services Department on behalf of the applicant regarding end-user complaints:
	Tom McCloud, Regulator Specialist, (513)397-1312
v.	List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:
	: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for etion to the address and individual(s) identified in this Section unless another address or individual is so indicated.
VI.	List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: Ohio under PUCO authority, whether Telecommunication or other. Ohio under PUCO authority Ohio under
	AFFIDAVIT Compliance with Commission Rules and Service Standards
l am a	n officer of the applicant corporation, <u>Cincinnati Bell Telephone Company</u> , and am authorized to make this statement
	(Name of Company) behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of
	I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum
	The state of the s
	one Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply
with L	none Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to
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operat I decla	he rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to e within the state of Ohio.
operat I decla	the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to e within the state of Ohio. Are under penalty of perjury that the foregoing is true and correct. Atted on November 3, 2004 at 201 E. Fourth Stree, Cincinnati, Ohio 45201 (Location)
operat	the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to e within the state of Ohio. The under penalty of perjury that the foregoing is true and correct. The action of the state of Ohio. Assistant Secretary November 3, 2004 at 201 E. Fourth Stree, Cincinnati, Ohio 45201 (Date) Assistant Secretary November 3, 2004 *(Signature and Title) (Date) * This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.
operat	the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to e within the state of Ohio. The recompliance can result in various penalties, including the suspension of our certificate to e within the state of Ohio. The recompliance can result in various penalties, including the suspension of our certificate to e within the state of Ohio. The state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to e within the state of Ohio. The state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to e within the state of Ohio. The state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to e within the state of Ohio. Assistant Secretary November 3, 2004 *(Signature and Title) This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an
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1

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 (or to the Telecommunications Division Chief if a prefiling submittal) 180 East Broad Street, Columbus, OH 43215-3793

REMARKS:

Alternate Channels

Term Plan Agreement CUSTOMER NAME CINCINNATI BELL TELEPHONE CONTRACT# COMPANY ADDRESS ORDER # 201 East Fourth Street, P. O. Box 2301 CBT CONTACT ZIPCODE CITY ZIFCODE CITY SIATE STATE TELEPHONE# Cincinnati Ohio 45201 CONSTRUCT OF STREET Check appropriate transaction type: EQUIPMENT/ PRUCHASE INSTALL CHARGES POST WARRANTY MAINTENANCE TERM PLAN ELEMENT STATUS LENGTH TYPE PRICE/ SERVICE OR QUANTITY PURCHASED DESCRIPTION CODE OR TRANS LICENSE MONTHLY MONTHLY OR USOC TYPE PRE CHARGE CHARGE Prime Advantage 36 Mo.. 0.00 650.00 1 36 Mo. 0.00 0.00 20 # DID Blocks 3 . 72 ; • Totals this page 0.00 650.00 LEGEND Equipment Status: Warranty Langth: Subtotals attached pages A=One Year N=new U=Used/Refurbished B=90 Days P=Purchase in Place H=Other(Remarks) Subtotals 0.00 650.00 Maintenance Type: D=Business Day Shipping Charge C=Around the Clock Service Charge H=Other (Remarks) Term Length or Transaction Type: Other Charges PUR=Purchase MTC=Post Warranty Maintenance Only Credits H=Other (Remarks) Or Term Length in Number of Months Grand Totals excluding taxes 0.00 650.00

CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER'S SIGNATURE ALSO ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE. ACCEPTANCE BY CINCINNATI BELL IS SUBJECT TO CREDIT APPROVAL. CUSTOMER CINCINNATE BELL BY A DRIGHTLED CUSTOMER REPRESENTATIVE SIGNATURE DATE ACCEPTED BY TYPEDOR PRINTEDNAME TYPED OR PRINTED NAME THE EQUIPMENT LOCATION ADDRESS DATE DATE Dayton ОH 45402 CITY ZIPCODE STATE

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Letter Bir many

PRIME AdvantageSM

Terms and Conditions Rev 8.11,03

1. Tariff Coverage

This PRIME Advantage offering is provided pursuant to the provisions of the Company's General Exchange Tariff filled with and approved by the Public Utilities Commission of Ohio and the Public Service Commission of Kennucky. The following conditions, while not all inclusive, are among those controlled by the General Exchange Tariff:

- a) If Customer terminates a PRIME Advantage Service (which includes the facility, channels and optional features) prior to completion of the 12-month minimum service period or the VIPP Agreement period, they will be subject to termination charges.
- b) Conditions and regulations concerning the Variable Term Payment Plan (VTPP).
- Periods of service, including the 12-month minimum period of service. Service periods of 24 months, 36
 months and 60 months are also available.
- d) Conditions and regulations concerning upgrades from existing analog nunk service to PRIME Advantage, and applicable non-recurring charges.
- e) Billing for this service.

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f) Limitations of liability.

The General Exchange Taxiffs are available for inspection at any company business office.

2. Changes in Service or Rates

Rates shown are those in affect on this date. Quantities shown are based upon information given by the Customer to Company on this date. In the event of (1) a change in the quantity of service requested by Customer and/or (2) the rates shown are not those in affect at the time of installation, an attachment will be provided to Customer by Company which will reflect the actual quantities and rates in affect for this service as installed and billed.

3. Subsequent Customer Orders

Additional channels, at facilities can be added to FRIME Advantage service pursuant to the provisions of this Agreement and the company's General Exchange Turiff.

Additional orders can be coterminous with original expiration date. This Agreement applies to any additions matching the original expiration date. Additions with new expiration dates will require a new separate Agreement.

Charges for services not described herein including, but not limited to, service lines, private lines, and other terminal equipment and services are in addition to those specified kerein.



4. Termination Charges

- a) If a Customer terminates service, without cause, prior to the expiration of the term, the Customer will pay to Company 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 or 60-month term payment plan.
- b) If Customer removes one or more facility(s), channel(s) and/or optional feature(s) from service prior to the expiration of the term hereof, Customer will pay to Company a termination charge equal to all monthly charges for such facility(s), channel(s), and/or optional feature(s) for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable 12, 24, 36 or 60-month term payment plan.
- c) If nonrecurring charges associated with the installation of a Service are waived and the service is then terminated prior to completion of the 12-month minimum service period or the VTPP Agreement period, the Customer will become liable for payment of the waived charges.
- d) Commission approval of the termination liability for PRIME Advantage Agreements, as described above, is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signaturies to such Agreements shall be free to pursue whatever legal remedies they may have should a dispute salse.

Agreement Expiration

If renegotiation of this Agreement does not occur before expiration, Customer will be automatically changed to month-to-month service, subject to the rates and conditions of that service.

Uperades

Customers wishing to upgrade existing analog trunk service or TRUNK Advantage to PRIME Advantage will not be charged installation for the number of existing trunks/channels that are moved to PRIME Advantage. Initial charges, for facilities, features, and additional channels will still apply.

Customers wishing to upgrade existing TRUNK Advantage service to PRIME Advantage can terminate their current Agreement without penalty under the condition that a new PRIME Advantage Agreement is signed.

Customers wishing to change existing FRIME Advantage service to TRUNK Advantage service can terminate their current Agreement without penalty under the condition that a new TRUNK Advantage Agreement is signed. All installation charges for TRUNK Advantage service will apply.

7. Compliance with Tariff

Customer agrees to comply with all of the provisions of the General Exchange Tariffs applicable to this service. In the event of any conflict between the provisions of this Agreement and the Company's General Exchange Tariffs, the provisions of the General Exchange Tariffs will take precedence and be controlling



Additional Terms

General terms and conditions for PRIME Advantage Agreements are explained in the tariff. This explanation is for clarification and situations outside of those covered by the general terms and conditions.

- If tariffed rates go up before the expiration of a Customer's Agreement, the Customer will remain at the lower agreed to rates until Agreement expiration.
- If tarified rates go down before the expiration of a Customer's Agreement, they will have the option to recast
 their Agreement for another 12-month minimum, 24-month, 36-month, or 60-month service period at the new
 tariffed rates. This is not an automatic process, it must be Customer initiated.
- If the PRIME Advantage facility is maintained, a Customer may add, delete or change channels from their
 existing service without a new Agreement or termination changes.
- If a Customer wishes to add facilities to their current service, a new Agreement should be signed. There are
 two scenarios a Customer can choose from:
 - The new Agreement can end comminously with the original Agreement and follow the same rate structure. If this is the case, it must be stated in the remarks section of the Agreement, and referred to the original Agreement number. He sure to state the date of expiration.
 - The new Agreement can be separate with its own expiration date and rates following the current tariffed rate structure.
- If the Customer believes they have been incorrectly billed, Customer should contact the Company business
 office within sixty (60) days at (513) 566-5050 to initiate a billing review. Invoices for non-regulated services
 not disputed within sixty (60) days will not be subject to dispute thereafter.
- e. If a Customer moves their business to another location within our operating territory prior to the expiration of their Agreement, the Agreement will move with them! They will not suffer termination penalties unless they lessen the number of FRIME Advantage facilities at the new location. The Agreement will continue with the original expiration date and rate structure. The Customer will be subject to all normal installation and service charges associated with moving the service.





PRIME AdvantagesM Agreement

					G-de-dillo			
Customer Name	CINCINNAT	I BELL	TELEF	HONE CO.	Contract No.			
Address	Address 201 East Fourth	Street.	P.O. B	ox 2301	Order No.			
					CBT Contact Karen Dalton, CE	3T0495		
City State Zip Code	City State Cincinnati, Ohio		•		Telephone No. 513-565-9811			
Check Appropriate Transaction Type:	☐ MTM (12 Mo	nths)		24 Month	36 Month	nth		
Feature Package (s) Optional Feature (s) Description	USOC	Tem (Monti		Quantity	Monthly Charge	Installation/ One-Time Charge		
		36		2	862.00	0		
PRI T1 Facility			-	16	154.24	0		
Two-Wav DID Channels		36						
DID Blocks		36		10	40.15	0		
						1		
					_			
In addition to contract charges, customers	will incur all regulate	ed charge	s mano	lated by the Regulat	ory Commissions with Juris	diction over CBT.		
Remarks			Subto		\$1,056.39			
PRIs fol Special Pricing approved by Scott I	Niehaus 9-30-	-04.	Subto	tal From	\$1,000.03			
Secondary Service Location (Address)			FRUIL	Grand Total	\$1,056.39			
Street	 		All Pri	ces and Rates Are I	Exclusive of Tax, Service L			
City State	Zip Code		instal	Common Line Char atton/One-time char ours 8 a.m. to 5 p.m.	ge does not cover premise	technician work outside of		

CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY CBT. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CBT TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE. PRIME Advantage is a registered service mark of Cincinnati Bell Telephone.

Check Appropriate Transaction Type:	☐ MTM (12)	Months)] 24 Month	⊠ 38 Month	☐ 60 Mo	nth
Feature Package (s) Optional Feature (s) Description	usoc (m iths)	Quantity	Monthly	Charge	Installation/ One-Time Charge
PRI T1 Facility		3(8	2		862.00	0
Two-Way DID Channels		30	3	16		154.24	0
DID`Blocks		31	<u>3</u>	10		40.15	0
	2						
in addition to contract charges, cu	istomers will incur all regula	ted charge	es mand	lated by the Regu	latory Commission	ons with juriso	liction over CBT.
Remarks PRIs for Fast Fax at Mason a	and SpringGrove.		Subto	tal	\$1	,056.39	
Special Pricing approved by	Scott Niehaus 9-30)-04.	Attach	tal From led onal Pages			
Secondary Service Location (Address)				Grand Tota	\$1	,056.39	
Street				ces and Rates Are Common Line Cha		x, Service Lir	ne, Hunting and End
City Ste	ate Zip Code		Install		arge does not co	ver premise t	echnician work outside of
CUSTOMER'S SIGNATURE ACKNOWLED OF THIS AGREEMENT AND THESE TERMS SIGNATURE ACKNOWLEDGES AUTHORL PRIME Advantage is a registered service mark o	S AND CONDITIONS APPLY ZATION FOR CBT TO REQ	TO THIS	ORDER	AND ANY SUBSI	EQUENT ORDER	S ACCEPTED	BY CBT. CUSTOMER'S
		-	Cinc	innati Beli T	elephone C	ompany	
Primary Service Location (Address)	×		Receiv	red By:			·
State	Zip Code		Accept	ted By:		2 7	
Cuswiller)		•	(Турес	Or Printed Name))		
		•	(Titte)				····
Authorized Chatomer Signature)		•	Addres	38			
Typed Or Printed Name And Title)			City	10/2	104	State	Zip Code
(Date)	·/		(Date)	. 1 -	,		

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PRIME AdvantageSM

Terms and Conditions

1. Tariff Coverage

This PRIME Advantage offering is provided pursuant to the provisions of the Company's General Exchange Tariff filed with and approved by the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky. The following conditions, while not all inclusive, are among those controlled by the General Exchange Tariff:

- a) If customer terminates a PRIME Advantage Service (which includes the facility, channels and optional features) prior to completion of the 12-month minimum service period or the VTPP contract period, they will be subject to termination charges.
- b) Conditions and regulations concerning the Variable Term Payment Plan (VTPP).
- c) Periods of service, including the 12-month minimum period of service. Service periods of 24 months, 36 months and 60 months are also available.
- d) Conditions and regulations concerning upgrades from existing analog trunk service to PRIME Advantage, and applicable non-recurring charges.
- e) Billing for this service.
- f) Limitations of liability.

The General Exchange Tariffs are available for inspection at any company business office.

2. Changes in Service or Rates

Rates shown are those in effect on this date. Quantities shown are based upon information given by the Customer to Company on this date. In the event of (1) a change in the quantity of service requested by Customer and/or (2) the rates shown are not those in effect at the time of installation, an attachment will be provided to Customer by Company which will reflect the actual quantities and rates in effect for this service as installed and billed.

3. Subsequent Customer Orders

Additional channels, or facilities can be added to PRIME Advantage service pursuant to the provisions of this Agreement and the company's General Exchange Tariff.

Additional orders can be coterminous with original expiration date. This contract applies to any additions matching the original expiration date. Additions with new expiration dates will require a new separate contact.

Charges for services not described herein including, but not limited to, service lines, private lines, and other terminal equipment and services are in addition to those specified herein.



4. Termination Charges

- a) If a Customer terminates service, without cause, prior to the expiration of the term, 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 or 60-month term payment plan.
- b) If Customer removes one or more facility(s), channel(s) and/or 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(s), channel(s), and/or optional feature(s) for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable 12, 24, 36 or 60-month term payment plan.
- c) If nonrecurring charges associated with the installation of a 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 Advantage 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.

5. Contract Expiration

If renegotiation of this contract does not occur before expiration, customer will be automatically changed to monthto-month service, subject to the rates and conditions of that service.

6. Upgrades

Customers wishing to upgrade existing analog trunk service or TRUNK Advantage to PRIME Advantage will not be charged installation for the number of existing trunks/channels that are moved to PRIME Advantage. Initial charges for facilities, features, and additional channels will still apply.

Customers wishing to upgrade existing TRUNK Advantage service to PRIME Advantage can terminate their current contract without penalty under the condition that a new PRIME Advantage contract is signed.

Customers wishing to change existing PRIME Advantage service to TRUNK Advantage service can terminate their current contract without penalty under the condition that a new TRUNK Advantage contract is signed. All installation charges for TRUNK Advantage service will apply.

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Customer agrees to comply with all of the provisions of the General Exchange Tariffs applicable to this service. In the event of any conflict between the provisions of this agreement and the Company's General Exchange Tariffs, the provisions of the General Exchange Tariffs will take precedence and be controlling



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 contract for another 12-month minimum, 24-month, 36-month, or 60-month service period at the new tariffed
 rates. This is not an automatic process, it must be customer initiated.
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 existing service without a new contract.
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 - The new contract can end coterminously with the original contract and follow the same rate structure. If
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 contract number. Be sure to state the date of expiration.
 - The new contract can be separate with its own expiration date and rates following the current tariffed rate structure.
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- If a customer moves their business to another location within our operating territory prior to the expiration of
 their contract, the contract will move with them. They will not suffer termination penalties unless they lessen
 the number of PRIME Advantage facilities at the new location. The contract will continue with the original
 expiration date and rate structure. The customer will be subject to all normal installation and service charges
 associated with moving the service.





PRIME AdvantagesM Agreement

	Customer Name CINCINNAT					Contract No.			
Acordas	unth Street	t P.O. F	Box 2301	Order No.					
	201 2031 0000 000					CBT Contact	- Account Manager		
City		City	Stat		Zip Code	Telephone No.	- Account Manager		
		Cincinnati,	Ohi	-	45201	513-566-7174			
Check Appropriate Transaction Type:		☐ MTM (12			24 Month	3 38 Month			
Feature Package (s) Optional Feature (s) Description		USOC	(Mon		Quantity	Monthly Charge	Installation/ One-Time Charge		
Prime Advantage Facility	Z	PT1x	30	6	1	505.15	N/A		
Two-Way DID Trunks	D	ZFCX	36	3	18	463.50			
DID 20# Blocks	D	ZHPG	36	3	4	16.60			
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 expiration date and rate structure. The customer will be subject to all normal installation and service charges
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PRIME AdvantageSM

Terms and Conditions Rev 8.11.03

1. Tariff Coverage

This PRIME Advantage offering is provided pursuant to the provisions of the Company's General Exchange Tariff filed with and approved by the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky. The following conditions, while not all inclusive, are among those controlled by the General Exchange Tariff:

- a) If customer terminates a PRIME Advantage Service (which includes the facility, channels and optional features) prior to completion of the 12-month minimum service period or the VTPP contract period, they will be subject to termination charges.
- b) Conditions and regulations concerning the Variable Term Payment Plan (VTPP).
- c) Periods of service, including the 12-month minimum period of service. Service periods of 24 months, 36 months and 60 months are also available.
- d) Conditions and regulations concerning upgrades from existing analog trunk service to PRIME Advantage, and applicable non-recurring charges.
- e) Billing for this service.
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Rates shown are those in effect on this date. Quantities shown are based upon information given by the Customer to Company on this date. In the event of (1) a change in the quantity of service requested by Customer and/or (2) the rates shown are not those in effect at the time of installation, an attachment will be provided to Customer by Company which will reflect the actual quantities and rates in effect for this service as installed and billed.

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- c) If nonrecurring charges associated with the installation of a 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 Advantage 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.

5. Contract Expiration

If renegotiation of this contract does not occur before expiration, customer will be automatically changed to monthto-month service, subject to the rates and conditions of that service.

6. Upgrades

Customers wishing to upgrade existing analog trunk service or TRUNK Advantage to PRIME Advantage will not be charged installation for the number of existing trunks/channels that are moved to PRIME Advantage. Initial charges for facilities, features, and additional channels will still apply.

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Alternate Channels

		Ţ	erm Plan							
CUSTOMER NAME.			CINCI	NNATI I	BELL TEI	EPHONE		CONT	RACT#	
				CO:						
ADORES			ADDRESS ORDER 4 201 East Fourth Street, P. O. Box 2301							
			ZUI East F	min 2 ite	et, P. U. Bo	X 2301		CBT CONTACT		
									Whitney - ACE	
								1412		
CITY F	TAIL	2LPCODIE	CTIY		STATH Obje	7/PCO0 4520		FELEP 587-13	HONE #	
	· -	One Wass	Cincinnati	Moork to M	Ohio_	4320	1 1	267-13	744	
Check appropriate transaction t	PRICE	One Year o		MAINT.	PRUCHASE	INSTALL.	TEL	M.	POST WARRANTY	
SHRVICH	FLEMENT	STATUS	LENOTH	TYPE	PRICE/	CHARGES	PI,A	V	MAINTENANCE	
DESCRIPTION	CXXXE	CHANTITY	OR TRANS		UÇENSE PER		MONT		MONTILY CHARGE	
	USDC	PURCHASE	<u>10</u>		VIII.			•	G IIAIGIA	
		1	36M			\$0	\$424	.00		
Prime Advantage Fac.	 	<u> </u>	1000			<u> </u>	608	ΑΔ.		
Two Way/DID Channels		1	36M			\$0	\$270	5.00		
DID/ 2-way - 1 black	<u> </u>	1	36M			\$0	N/C			
Caller ID		1	36M			\$0	N/C		ĺ.	
	. !	1	36M			\$0	\$32.7	78		
Port Charges	<u>; </u>									
EUCL	1	5	36M			\$0	\$26.7	70	·	
	7							•		
	1						-			
·										
	į									
LEGEN	***	Total	is this page			50	\$759	48		
Pouloment Status: Vienten D. AOne S.	Tie)	Subs	otals mitached	pegos	,	j., c		٠		
U=Used/Refurbished El=90 D P=Purchase in Place In Other		Subt	ótals							
Maintenance Type: D=Business Day		Ship	ping Charge			· · · · · · · · · · · · · · · · · · ·				
H=Other (Remarks)	Term Length or Transaction Type: Oth						-			
PUN-Purchase										
MTC=Post Warrenty Mainten H=Other (Remarks)		Cred	its							
Or Yerm Lought in Number of	f Mondis	Green	d Totals exclu	texar gaib		\$0	\$759	48		

REMARKS: Full Access 23 line includes 1 Prime Advantage with Caller ID, 23 2-Way DTD Trunks and I Blocks of 20#'s. Taxes and FCC charges are not included.

CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOM CONDITIONS OF THIS AGREEMENT. CUSTOMER'S SIGNATURE.	URE ALSO ACKNOWLEDGES AUTHORITATION FOR
CINCINNATI BELL TO REQUEST CREDIT INFORMATION FRO ACCEPTANCE BY CINCINNATI BELL IS SUBJECT TO CREDIT	APPROVAL
CUSTOMER	CINGTHINATION II
TWANTED THE STATE OF THE STATE	ACCEPTED TO SERVICED NAME TO SERVICED NAME
TYPEO OR PRINTED NAME	THE SIND HELD MANE TO HELD MANAGE
ACATION ADDRESS 2, 2404	DATE 2/5/0.7
SYATE ZIPOOD	in the second second





PRIME Advantages Agreement

PA 90 (1/95)

Customer Name						Contract No.		
	CINCINI					Örder No.		
	201 East Four	rth Street	P.O.1	Box 2301	CBT Contact			
	Zlp Code	City	State		Zip Code	Leslie Swanson Telephone No.		
	шр сост	Cincinnati.	Ohio		45201	<u>513-397-5814</u>		
Check Appropriate Transaction Ty	pe:	☐ MTM (12 N	Vionihs)		24 Month	☐ 36 Month 🛕 60 Mo		
Feature Package (s) Optional Feature (s) Description		USOC	(Mon		Quantity	Monthly Charge	installation/ One-Time Charge	
Prime Advantage Facility		ZPT1X	60		1_	437.67	поле	
1- 20 DID number blocks		_DZHPG	ļ			4.15		
7 Two way did channels	<u> </u>	DZFCX_			7	74.40		
caller i.d		ZCN			7	0		
							<u> </u>	
	<u> </u>		<u>.</u>			<u> </u>		
	 -					<u> </u>		
								
	 		 		1	<u> </u>		
			 					
								
			-					
In addition to contract charge	e customers	will becur all requir	aled charge	s man	fated by the Regul	atory Commissions with jude	diction over CBT	
Remarks			·				description dell'	
prime advantage with ca	iler i.d.and	20 dia number	<u>s</u>		tal From	516.22		
Secondary Service Location (Address)				Attac Addit	onal Pages	ME# XI		
Street					Grand Tota	OV SECTO.	<u> </u>	
City	State	Zip Code	1	All Pr User	ices and Rates Are Common Line Cha	Exclusive of Tax, Service Li rges. <u>Estimated 62.47</u>	ne, Hunting and End	
City	State	21p C000		instal the h	lation/One-time ch ours 8 a.m. to 5 p.r	arge does not cover premise n.	technician work outside of	
CUSTOMER'S SIGNATURE ACKNOW OF THIS AGREEMENT AND THESE TE SIGNATURE ACKNOWLEDGES AUTH PRIME Advantage is a registered service a	ERMS AND CO HORIZATION	ONDITIONS APPL' FOR CBT TO REC	Y TO THIS	ORDER	AND ANY SUBSE	QUENT ORDERS ACCEPTED	D BY CBT. CUSTOMER'S	
				Cin	cinnati Bell T	elephone Company		
			_	Recei	ved Bv:			
Primary Service Location (Address).			_	Accep	oted By: Je	rii Hemn	u	
City State		Zip Code	_		Terri He	mmer		
(Custon					d Or Printed Name Sales Ma	nazer		
Pr. 13	4	_ ف	_	(Title)		 	<u> </u>	
Authorize assumer Signature		;	-	Addre	988			
(Typeu or Printed Name And 186)			•	City	9/23/0	State 4	Zip Code	
(Date)			•	(Date			·	

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PRIME AdvantageSM

Terms and Conditions Rev 8.11.03

1. Tariff Coverage

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- a) If customer terminates a PRIME Advantage Service (which includes the facility, channels and optional features) prior to completion of the 12-month minimum service period or the VTPP contract period, they will be subject to termination charges.
- b) Conditions and regulations concerning the Variable Term Payment Plan (VTPP).
- c) Periods of service, including the 12-month minimum period of service. Service periods of 24 months, 36 months and 60 months are also available.
- d) Conditions and regulations concerning upgrades from existing analog trunk service to PRIME Advantage, and applicable non-recurring charges.
- e) Billing for this service.
- f) Limitations of liability.

The General Exchange Tariffs are available for inspection at any company business office.

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3. Subsequent Customer Orders

Additional channels, or facilities can be added to PRIME Advantage service pursuant to the provisions of this Agreement and the company's General Exchange Tariff.

Additional orders can be coterminous with original expiration date. This contract applies to any additions matching the original expiration date. Additions with new expiration dates will require a new separate contact.

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- c) If nonrecurring charges associated with the installation of a 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 Advantage 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.

5. Contract Expiration

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Customer agrees to comply with all of the provisions of the General Exchange Tariffs applicable to this service. In the event of any conflict between the provisions of this agreement and the Company's General Exchange Tariffs, the provisions of the General Exchange Tariffs will take precedence and be controlling

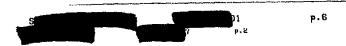


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- If the PRIME Advantage facility is maintained, a customer may add, delete or change channels from their
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 - The new contract can be separate with its own expiration date and rates following the current tariffed rate structure.
- If the Customer believes they have been incorrectly billed, Customer should contact the CBT business office
 within sixty (60) days @ (513) 566-5050 to initiate a billing review. Invoices for non-regulated services not
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 expiration date and rate structure. The customer will be subject to all normal installation and service charges
 associated with moving the service.





Alternate Channels

CUSTOMER NAME.									
CUSTOMER NAME			CINCINNATI BELL TELEPHONE COMPANY					CUNTRACT#	
ADDRESS			ASSESSE		MAPAINE				
			ADDRESS 201 East Fourth Street, P. O. Box 2301					ORDER #	
i -	-			O DI GILL	00,11,0.0	OK LAGE		COYO	ONTACT
			Cincinnati	•	Ohio	4520	- 1		
CITY STATE	ZIF CODE		CITY		STATE	ZPCODE		TELEPHONES	
<u></u>					i		i	513-541-3805	
Check appropriate transaction to		One Year o		Month to b					
SERVICE	PRICE PLEMENT	EQUIPMEN	TERM LENGTH	MAINY. TYPE	PRUCHASE	INSTALL.	TER		POST WARRANTY
DESCRIPTION	CODE	OR	OR TRANS	11156	FRICE/ LICUMSB	CHARGES	MONT		MAINTENANCE
	OR	QUANTITY	TYPE		PEE	1	CHAR		CHARGE
PRI Facility	usoc	PURCHASE	36 Mts.			1			
•					ì	Watved	\$450.	94	}
23 Two-Way OlD Channels			36 Mts.			Wafred	\$211.	37	
Diti Blocks of 24 #			36 Mts.			Waired	\$ 8.	30	
Caller ID			36 Mts.			Walved	\$115.	00	
POWEUCLDIIALNY			1]	Walved	\$ 64.	39	
Mercuet Ti - between Glenway and Hamilton						Waived	\$386.	13	
LEGEND			1						
Equipment Status: Warranty	Length:								
N=new A=Oos Yo	eAr .		, ,		,				
U=Used/Refurbished B=90 Da			_L1		li	i			
P-Purchase in Place H-Other	Remarks)	Subt	ptals				\$1,230	រារ	
Maintenance Type:		01/2	de o Chassa						
D=Business Day C=Around the Clock		1 Suff	Shipping Charge						
H=Other (Remarks) Se		Servi	Service Charge				-		
Term Length or Transaction Type:									
PUR=Purchase MTC=Post Warranty Maintenance Only		her Charges							
H=Other (Remarks) Cred		its	<u>-</u>						
Or Term Length in Number of Months									
Gon		d Totals excluding sever				-1 14			

REMARKS: This order is for a prime advantage and a merchet vi. 1 PRI/23 Two-Way DID '22 DID Blocks/Caller ID.

MErenel is for It between Hamilton Ave. and Glenway Ava.

All Standard FCC Taxes and Charges will apply.

CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOM CONDITIONS OF THIS AGREEMENT. CUSTOMER'S SIGNATU CINCINNATI BELL TO REQUEST CREDIT INFORMATION FAO ACCEPTANCE BY CINCINNATI BELL IS SUBJECT TO CREDIT	RE ALSO ACKNOWLEDGES AUTHORIZATION M ANV CREDIT REPORTING AGENCY OR SOU	ror.
CUSTOMER	CINCONNATIDELL	
X	Crew Hot	5
8 12 A 13 - 64	ACCEPTEDBY Brenzan Hehn	احسير
TYP	TYPED OR PRINTED WAME AGOUT MAN	ager
TITL	TITLE 9/2/1/2	0
EQUIP	DATE	
DATE		
CHY		



TRUNK AdvantagesM Agreement

tomer Name CINCINNATI BELL TELEP							
Address	Address 201 Fast Four	Address 201 East Fourth Street, P.O. Box 2301			Order No.		
				CBT Contact Todd Geise	91		
City State Zin C	ode City Cincinnati,	City State Zip Code Cincinnati, Ohio 45201		Telephone No. 513-397-6827			
Check Appropriate Transaction Type:	☐ MTM (12 N	lonths)	24 Month	36 Month 🗌 60 Mor	nth		
Feature Package (s) Optional Feature (s) Description	USOC	Term (Months)	Quantity	Monthly Charge	Installation/ One-Time Charge		
Trunk Adv. Facility	D7W_	24	11	454,32	0.00		
Two Wav Channels	T2PCX	24	23	276.00	0.00		
Emergency Redirect	D4R/DPX	24	11_	0.00	0.00		
EUCL			23	122.82			
911			23	2.76			
LNP USF			23	17.94			
In addition to contract charges, custo	mers will incur all regulat	ed charges ma	ndated by the Regula	tory Commissions with jurisd	iction over CBT.		
emarks Install on Emergency Redirect Waived PDP			ototal	\$873.84	0.00		
		Atta	ototal From ached litional Pages				
Secondary Service Location (Address)			Grand Total	\$873.84	0.00		
Street			Prices and Rates Are or Common Line Char	Exclusive of Tax, Service Lin	e, Hunting and End		
City State	Zip Code	insi the	allation/One-time cha hours 8 a.m. to 5 p.m	rge does not cover premise to	echnician work outside of		

CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY CBT. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CBT TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE. PRIME Advantage is a registered service mark of Cincinnati Bull Telephone.

TRUNK AdvantageSM

Terms and Conditions Rev 8.11.03

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Aug 03 04 04:51p κs p.2 AUG 03 '04 16:18 FR A TIN FYIM: Alternate Channels Term Plan Agreement
CINCINNATI BELL TELEPHONE CONTRACT COMPANY ADDLESS 201 East Fourth Street, P. O. Box 2301 Ohio incinnati 45201 ZIPCODE TECEPHONE # 513-539-4000 STATE CITY PRICE EQUEMENT TERM

PRICE EQUEMENT TERM

STATUS LENGTH

OR OR TRAN

OR QUANTITY

USOC PURCHASED Check appropriate transaction type
RQUIPMENT /
SIRVACE
OBSCRIPTION Month to Month
MAINT. PRUCHASE
TYPE PRICE! TERM PLAN MONITHLY CHARGE POST V/ARBANTY MAINTENANCE MONTHLY CHARGE PRICE/ LICENSE FEE 1 TA / 24 Two-Way DID's 5 DID Blocks 36 Mts. \$650.00 Waived 5 Additional DIO Blocks Walved \$ 62.25 36 Mts. 1 173 36 Mts. Waived \$ 34.99 36 Mtr. Walved \$374.85 J Additional Business Linking Waived S 4.20 \$ 22.00 Edipment Status: Warranty Length:
Nanew A=One Year
U-Uited Refurbished B=00 Days
P=Purchase In Place H=Other(Remerks)
Malaceasae Typ:
D=Binines Days
C=Around the Clock
H=Other (Rematda)
Term Length of Tanusaction Type:
FUR-Purchase
ATIC-Post Warranty Maintenance Only
H=Other (Rematda)
Or Term Length in Number of Months LEGEND \$1,148.29 Shipping Charge Service Charge Other Charges Grand Totals excluding taxes \$1,148.29 REMARKS: THIS ORDER IS FOR A TRUNK ADVANTAGE - 1 TA / 24 Two-Way DID's 20 DID Blocks /16 PB's All Standard PCC Taxes and Charges will apply. CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND COSTOMBE'S SIGNATURE ACKNOWLEDGES THAT COSTOMBE HAS BEAD AND UNDERSTANDS THE THEMES AND CONDITIONS OF THIS AGREEMENT. CUSTOMBE'S SIGNATURE ALSO ACKNOWLEDGES AUTHORIZATION FOR CINCONNATURELLS OF RECEIVED A RECEIVED AND CONTROL OF ROMAND CREDIT REPORTING AGENCY OR SOURCE. ACCEPTANCE BY CINCONNATURE LIS SUBJECT TO CREDIT APPROVAL.

CINCORPACTERIA

(CUSTOMER) 8/3/04 ACCEPTED BY D

ACCEPTATE PREMIEN Hehman THEOR PROTECTION HOURT Plansgar 10/13/04

45000

DATE

TRUNK Advantage SM Terms and Conditions

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- If the TRUNK Advantage făcility is maintained, a customer may add, delete or change channels from their
 existing service without a new contract or termination charges.
- If a customer wishes to add facilities to their current service, a new contract should be signed. There are two
 scenarios a customer can choose from:
 - The new contract can end coterminously with the original contract and follow the same rate structure. If
 this is the case, it must be stated in the remarks section of the contract, and referred to the original
 contract number. Be sure to state the date of expiration.
 - The new contract can be separate with its own expiration date and rates following the current tariffed rate structure.
- If the Customer believes they have been incorrectly billed, Customer should contact the CBT business office
 within sixty (60) days. @ (313) 566-5050 to initiate a billing review. Invoices for non-regulated services not
 disputed within sixty (60) days will not be subject to dispute thereafter.
- If a customer moves their business to another location within our operating territory prior to the expiration of
 their contract, the contract will move with them. They will not suffer termination penalties unless they lessen
 the number of TRUNK Advantage facilities at the new location. The contract will continue with the original
 expiration date and rate structure. The customer will be subject to all normal installation and service charges
 associated with moving the service.





Centrex Service Agreement

CSA

				(09/01		
Customer Name	CINCINNATI BELL	TELEPHONE CO	Contract No	· · · · · · · · · · · · · · · · · · ·		
Antificia	Address 201 East Fourth Stre	et P.O. Box 2301	Order No	Order No		
City State Zip Co		State Zip C	code CBT Contact	CBT Contact		
	Cincinnati,	Ohio 4520	Angela Wall	Angela Wali		
ustomer Billing Telephone Number			Telephone No 513-397-7625			
heck Appropriate Transaction Type:	Term Plan	☐ Month-To-M	fonth			
Feature Package(s) Optional Feature(s) Description	USOC	Term (Months) Qua	ntity Monthly Charge	Installation One-Time Charge		
Centrex 2000 Deluxe		60	180 00			
Non-Contractual			∂6 ^{∂4}			
						
		 				
marks	Subtotal	Subtotal SOU 24				
		Subtotal From Attached Additional Page				
econdary Service Location (Address)		Grand	Total 206 a4			
treet		All Prices and Rates User Common Line	s Are Exclusive of Tax, Service I	line, Hunting and End		
ity State	Zip Code	See Seminor Pulo sumbon				
USTOMER'S SIGNATURE ACKNOWLED EVERSE SIDE OF THIS AGREEMENT AND T LY CBT. CUSTOMER'S SIGNATURE ACKN EPORTING AGENCY OR SOURCE.	THESE TERMS AND CONDITION	ONS APPLY TO THIS C	ORDER AND ANY SUBSEQUE	NT ORDERS ACCEPTED		
		Cincinnati Bell 1	elephone Company	·		
		Received By:	Chestra	Muge		
rimary Service Location (Address)	Zip Code	Accepted By:	Christian	Kugh		
<u> </u>	2:p 00de	CHRISTIA	110 110011	· r		
Sustomer)		(Typed or Prin	ted Name) MSn			
y: (Adlhydizan Tana)		Address				
Typed Or Printed Name, And Title)		City	State	Zip Code		
Date)		(Date)				



CENTREX Terms And Conditions

1. TARIFF COVERAGE

This Centrex service offering is provided pursuant to the provisions of the Company's General Exchange Tariff filed with and approved by the Public Utilities Commission of Chic and the Public Service Commission of Kentucky, and the following conditions, while not all inclusive, are among those controlled by such Tariffs:

- a) Transfer of this system to a different customer, or reconnection of this system
- b) Additions and changes to the system subsequent to installation.
- An existing Centrex service customer who adds Centrex lines and other optional features will pay the current tariffed rates for those additional lines and optional features.
- c) Relocation of the system.
- Partial or complete termination of service prior to the expiration date of the fixe payment period and termination charges thereof.
- A Centrex term payment plan customer (le: a customer who pays a fixed rate for Centrex tines and other optional features over one of several optional payment periods) who reduces service or disconnects the entire Centrex service before completion of the current payment period will pay a termination charge equal to the tesses of:
- 50 percent of the removed service contract amount, or
- 75 percent of the remaining contract amount for the portion removed.

Note also that a customer paying for Centrex service on a month-to-month basis will occur a basic termination charge for recovery of administrative expenses for service disconnected or moved to a location not within the same central office prior to a twelve month partial.

Centrex 90 This charge will be at the rate specified in the tariff multiplied by each month remaining from the date of disconnect through the twelfith month.

Centrex 2000 This is calculated as follows: Sum of all Monthly Recurring Charges from Service and attendant lines X (12 – the number of months in service).

- e) Cancellation or deferment of service prior to the date of installation.
- f) Billing for this service.
- g) Limitations of liability,
- Charges for services not described herein including, but not limited to, service lines, private lines, and other terminal equipment and services are in addition to those specified herein.
- i) If the Customer believes they have been incorrectly billed, Customer should contact the CBT business office within sixty (90) days @ (513) 558-5050 to initiate a billing review. Invoices for non-regulated services not disputed within sixty (90) days will not be subject to dispute thereafter.

The General Exchange Terriffs are available for inspection at any company business office.

2. Change in Service Or Rates

Rates shown are those in effect on this date. Quantities and features shown are based upon information given by Customer to Company on this date. In the event of (1) a change in the quantity of redures of service requested by Customer and/or (2) the rates shown are not those in effect at the time of installation, a attactment will be provided to Customer by Company which will reflect the actual quantities, features and rates in effect or this system as installed and billed.

e) In the event of a change in Customer's business requirements which requires upgrades to services by Customer, the parties will use reasonable efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. By the way of example, and not limitation, such atternative proposal may include changes in pricing, non-recurring charges, revenue and/or volume commitments, discounts, or multi-year service commitments. b) In the event of a business downturn beyond Customer's control, a corporate divestiture, or a network optimization using other services provided by CBT, any of which significantly reduces the volume of services required by Customer, with the result that Customer will be unable to meet its revenue and/or volume commitments under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), CBT and Customer will use reasonable efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of Poth parties and comply with all applicable legal and regulatory requirements. By way of example, and not limitation, such alternative proposal may include changes in pricing, non-recurring charges, revenue and/or volume commitments, discounts, or multi-year service commitments.

3. Subsequent Customer Orders

Additional service lines and/or features may be added to Centrex service pursuant to the provisions of this Agreement and the Company's General Exchange Tariffs. If charges for such additional service lines and/or features exceed \$500.00, a contract supplement will be required. Charges for services not described herein including, but not limited to, service lines, private lines and other terminal equipment and services are in addition to those specified herein.

4. Improper Use Of Centrex Service

a) Centrex service is not available for use with equipment classified as a multifunction system equipped for pooled access, PBX, or similar type equipment.

Centrex is offered as a flat rate service only; and therefore, according to Cincinnati Bell's Ohio tariffs, may not be resold, shared, or otherwise rebilled to tenants of Ohio, regardless of who owns the phone system and/or equipment associated with that system.

In the event of such unauthorized use of Centrex service, Cincinnati Bell may seek remedies as provided in the Company's General Exchange Tariffs, including interruption or change of the customer's service. If you have any questions regarding the use of your Centrex system, please call your Cincinnati Bell Account Representatives.

Compliance With Tariff

Customer agrees to comply with all the provisions of the General Exchange Tariffs applicable to this service.

Rev 8.11.03



Customer Name	CINCINN	CINCINNATI BELL TELEPHONE CO			Contract No.		
Address	Address				Order No.		
	201 East Fou	rth Street,	, Р.О. В	OX 23U1	CBT Contact Julie Conrad		
City State Zip Co	de City Cincinnati,	State		Zip Code 45201	Telephone No. 513-397-2124		
Check Appropriate Transaction Type:	☐ MTM (12 I	Months)		24 Month	☑ 36 Month ☐ 60 Mo	nth	
Feature Package (s) Optional Feature (s) Description	USOC	Ten (Mont		Quantity	Monthly Charge	Installation/ One-Time Charge	
PRIME ADVANTAGE		36	3	1	\$ 481.05	\$ 0.00	
TWO WAY DID TRUNKS		36	3	15	367.50	0.00	
DID 20# BLOCKS	NEF	36	3	2	8.30	0.00	
EUCL	9ZC			15	80.10	0.00	
911				15	1.80	0.00	
USF ESTIMATE				15	11.70	0.00	
CALLERID		36	3	1	115.00	0.00	
		ļ					
				· •••			
		<u> </u>					
In addition to contract charges, custor Remarks	ners will incur all regul	ated charge	es mand	ated by the Regu	latory Commissions with juriso	fiction over CBT.	
			Subtot Subtot	al From	\$ 1,065.45	\$ 0.00	
			Attach				
Secondary Service Location (Address)				Grand Total	\$ 1,065.45	\$ 0.00	
Street			All Prices and Rates Are Exclusive of Tax, Service Line, Hunting and End User Common Line Charges.				
City State	Zip Code	'	Installation/One-time charge does not cover premise technician work outside the hours 8 a.m. to 5 p.m.				
CUSTOMER'S SIGNATURE ACKNOWLEDGES OF THIS AGREEMENT AND THESE TERMS AN SIGNATURE ACKNOWLEDGES AUTHORIZA' PRIME Advantage is a registered service mark of Ci	D CONDITIONS APPLI TION FOR CBT TO REC	Y TO THIS	ORDER	AND ANY SUBS	EQUENT ORDERS ACCEPTED	BY CBT. CUSTOMER'S	
			Cinc	innati Bell 1	Telephone Company	*****	
rimany Sandra Location (Address)		-	Receiv	ed By:			
rimary Service Location (Address)	Zin Code _	_	Accept	ed By:	Soft Ben		
(Customer)	710 0008	-	(Турес	Or Printed Nam	e)		
0.			(Title)				
(Authoristia Custome) Signature)		B	Addres	s			
(Typed Or Printed Name And Title)			City	<u> </u>	State	Zip Code	

PRIME AdvantageSM

Terms and Conditions Rev 8.11.03

1. Tariff Coverage

This PRIME Advantage offering is provided pursuant to the provisions of the Company's General Exchange Tariff filed with and approved by the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky. The following conditions, while not all inclusive, are among those controlled by the General Exchange Tariff.

- a) If customer terminates a PRIME Advantage Service (which includes the facility, channels and optional features) prior to completion of the 12-month minimum service period or the VTPP contract period, they will be subject to termination charges.
- b) Conditions and regulations concerning the Variable Term Payment Plan (VTPP).
- c) Periods of service, including the 12-month minimum period of service. Service periods of 24 months, 36 months and 60 months are also available.
- d) Conditions and regulations concerning upgrades from existing analog trunk service to PRIME Advantage, and applicable non-recurring charges.
- e) Billing for this service.
- f) Limitations of liability.

The General Exchange Tariffs are available for inspection at any company business office.

2. Changes in Service or Rates

Rates shown are those in effect on this date. Quantities shown are based upon information given by the Customer to Company on this date. In the event of (1) a change in the quantity of service requested by Customer and/or (2) the rates shown are not those in effect at the time of installation, an attachment will be provided to Customer by Company which will reflect the actual quantities and rates in effect for this service as installed and billed.

3. Subsequent Customer Orders

Additional channels, or facilities can be added to PRIME Advantage service pursuant to the provisions of this Agreement and the company's General Exchange Tariff.

Additional orders can be coterminous with original expiration date. This contract applies to any additions matching the original expiration date. Additions with new expiration dates will require a new separate contact.

Charges for services not described herein including, but not limited to, service lines, private lines, and other terminal equipment and services are in addition to those specified herein.



4. Termination Charges

- a) If a Customer terminates service, without cause, prior to the expiration of the term, 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 or 60-month term payment plan.
- b) If Customer removes one or more facility(s), channel(s) and/or 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(s), channel(s), and/or optional feature(s) for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable 12, 24, 36 or 60-month term payment plan.
- c) If nonrecurring charges associated with the installation of a 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 Advantage 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.

5. Contract Expiration

If renegotiation of this contract does not occur before expiration, customer will be automatically changed to month-to-month service, subject to the rates and conditions of that service.

Upgrades

Customers wishing to upgrade existing analog trunk service or TRUNK Advantage to PRIME Advantage will not be charged installation for the number of existing trunks/channels that are moved to PRIME Advantage. Initial charges for facilities, features, and additional channels will still apply.

Customers wishing to upgrade existing TRUNK Advantage service to PRIME Advantage can terminate their current contract without penalty under the condition that a new PRIME Advantage contract is signed.

Customers wishing to change existing PRIME Advantage service to TRUNK Advantage service can terminate their current contract without penalty under the condition that a new TRUNK Advantage contract is signed. All installation charges for TRUNK Advantage service will apply.

7. Compliance with Tariff

Customer agrees to comply with all of the provisions of the General Exchange Tariffs applicable to this service. In the event of any conflict between the provisions of this agreement and the Company's General Exchange Tariffs, the provisions of the General Exchange Tariffs will take precedence and be controlling



Additional Terms

General terms and conditions for PRIME Advantage contracts are explained in the tariff. This explanation is for clarification and situations outside of those covered by the general terms and conditions.

- If tariffed rates go up before the expiration of a customer's contract, the customer will remain at the lower
 contracted rates until contract expiration.
- If tariffed rates go down before the expiration of a customer's contract, they will have the option to recast their
 contract for another 12-month minimum, 24-month, 36-month, or 60-month service period at the new tariffed
 rates. This is not an automatic process, it must be customer initiated.
- If the PRIME Advantage facility is maintained, a customer may add, delete or change channels from their
 existing service without a new contract.
- If a customer wishes to add facilities to their current service, a new contract should be signed. There are two
 scenarios a customer can choose from:
 - 1) The new contract can end coterminously with the original contract and follow the same rate structure. If this is the case, it must be stated in the remarks section of the contract, and referred to the original contract number. Be sure to state the date of expiration.
 - The new contract can be separate with its own expiration date and rates following the current tariffed rate structure.
- If the Customer believes they have been incorrectly billed, Customer should contact the CBT business office
 within sixty (60) days @ (513) 566-5050 to initiate a billing review. Invoices for non-regulated services not
 disputed within sixty (60) days will not be subject to dispute thereafter.
- If a customer moves their business to another location within our operating territory prior to the expiration of
 their contract, the contract will move with them. They will not suffer termination penalties unless they lessen
 the number of PRIME Advantage facilities at the new location. The contract will continue with the original
 expiration date and rate structure. The customer will be subject to all normal installation and service charges
 associated with moving the service.





Centrex Service Agreement

CSA (09/01)

								(09/01)	
Customer N	ame		CINCINNATI BELL TELEPHONE CO			со	Contract No	_	
Address			Address				Order No N 007	2804	
City	State	Zip Code	201 East Fourth Street P.O. Box 2301 City State Zip Code				CBT Contact		
			Cincinnati, Ohio 45201			45201	Elaine Davis		
Customer B	lling Telephone Number		Onic	111/20,	Omo	40201	Cyndia Meierdiercks Telephone No		
			<u> </u>				513-397-9973		
Check Appr	opriate Transaction Ty Feature Package(s)	(pe:	<u></u>	Term Plan	Term	th-To-Month	, 	Installation	
	Optional Feature(s) Description			USOC	(Months)	Quantity	Monthly Charge	One-Time Charge	
Centrex					36	9	\$243.00	\$0.00	
			 		-				
					Ţ				
							<u> </u>		
Remarks Replace Current Sprint Centrex			Subtotal		\$243.00	\$0.00			
					Subtola Atlache Addition				
Secondary S	Service Location (Addres				<u> </u>	Grand Total \$243.00			
Street					All Prices and Rates Are Exclusive of Tax, Service Line, Hunting and End User Common Line Charges				
City		State		Zip Code]	·			
REVERSE S BY CBT. C	IDE OF THIS AGREEM	ENT AND THES URE ACKNOWL	E TERN	AS AND CONDITION	ONS APPLY T	O THIS ORDE	NOS THE TERMS AND C R AND ANY SUBSEQUENT CREDIT INFORMATIO	ORDERS ACCEPTED	
					Cincinnat	i Ball Teleph	one Company		
					Receiv	ed By:			
Primary Se	rvice Location record	99/			Accept	ed Bv:	20.00		
City		State		Zip Good	Á	erem 7	9.0		
(Journalet)	///	'				or Printed N	Gerber		
By:	//				(Title)				
(Ayth	Orized Customer Sign	ature)			Addres	8			
Туровог	Ja / O -	(8)	_		City	5 (30)	b 4 State	Zip Code	



CENTREX

Terms And Conditions

1. TARIFF COVERAGE

This Centrex service offering is provided pursuant to the provisions of the Company's General Exchange Tariff field with and approved by the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky, and the following conditions, while not all inclusive, are among those controlled by such Tariffs:

- a) Transfer of this system to a different customer, or reconnection of this system in place.
- Additions and changes to the system subsequent to installation
- An existing Centrex service customer who adds Centrex lines and other optional features will pay the current tariffed rates for those additional lines and optional features.
- c) Relocation of the system.
- Partial or complete termination of service prior to the expiration date of the fixed payment period and termination charges thereof.
- A Centrex term payment plan customer (it: a customer who pays a fixed rate for Centrex tines and other optional features over one of several optional payment periods) who reduces service or disconnects the entire Centrex service before completion of the current payment period will pay a termination charge equal to the lesser of;
- 50 percent of the removed service contract amount, or 75 percent of the remaining contract amount for the portion removed.

Note elso that a customer paying for Centrex service on a month-to-month basis will occur a basic termination charge for recovery of administrative expenses for service disconnected or moved to a location not within the same central office prior to a twelve month period.

This charge will be at the rate specified in the tariff multiplied by each month remaining from the date of disconnect through the twelfth month.

Centrex 2000 This is calculated as follows: Sum of all Monthly Recurring Charges From Service and attendent lines X (12 – the number of months in service).

Netwithstanding anything to the contrary in Section (d) above, should any service be interrupted more than (i) a 48 hour (2 day) continuous period or (ii) 6 times in any 12 month period, Customer, at its option, will have the right to cancel all services without any recourse or liability, including but not limited to all termination fees.

- Cancellation or deferment of service prior to the date of installation. 8)
- f) Billing for this service.
- g)
- h) Charges for services not described herein inctuding, but not limited to, service lines, private lines, and other terminal equipment and services are in addition to those specified herein.
- i) If the Customer believes they have been incorrectly billed, Customer should contact the CBT business office within skty (80) days @ (513) 588-5050 to initiate a billing review. Invokes for non-equilated services not disputed within skty (60) days will not be subject to dispute the
- j) Force Majeure. Neither party shall have liability for damages due to any cause beyond that party's reasonable control, including but not ilmited to fire, explosion, lightning, pest damage, power surges, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil authorities or the public on cook, are elements, war, civil disturbances, acts of civil authorities or the public enemy, inability to secure materials, transportation failures, acts or omissions of communications carriers.

The General Exchange Tariffs are available for inspection at any company business office.

Channe in Service Or Rates

Rates shown are those in effect on this date. Quantities and features shown are based upon information given by Customer to Company on this date. In the event of a change in the quantity or features of service requested by Customer, an attendment will be provided to Customer to Company which will reflect the actual quantities, features and rates in effect for this system as invasted and billion. The rates as a greed in this Agreement will not be subject to change between Agreement execution and the time of installation.

- a) In the event of a change in Customer's business requirements which requires upgrades to services by Customer, the parties will use reasonable efforts to develop a mutually spreads a fair-matic proposal that will satisfy the concerns of both parties and comply with all applicable legisl and regulatory requirements. By the way of example, and not limitation, such alternative proposal may include changes in pring, non-recurring charges, revenue and/or volume commitments, discounts, or mutid-year service commitments.
- b) In the event of a business downtum beyond Customer's control, a corporate divestiture, or a network optimization using other services provided by CBT, any of which significantly reduces the volume of services required by Customer, with the which alginically reduces the volume of services required by Customer, with the result that Customer will be unable to meet its revenue and/or volume commitments under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), CBT and Customer will see unsolve the other to the volume agreeable attentiative proposal that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. By way of example, and not limitation, such alternative proposal may include changes in pointing, non-securing changes, revenue and/or volume commitments, discounts, or multi-year service commitments.

3. Subsequent Customer Orders

Additional service lines and/or features may be added to Centrex service pursuant to the provisions of this Agreement and the Company's General Exchange Tariffs. If charges for such additional service lines and/or features axosed \$50,00, a contract, supplement will be required. Charges for services not described herein including, but not kniled to, service irans, private lines and other terminal equipment and services are in addition to those specified herein.

4. Improper Use Of Centrex Service

e) Centrex service is not available for use with equipment classified as a multifunction system equipped for pooled access, PBX, or similar type equipment.

Centrex is offered as a flat rate service only, and therefore, according to Cincinnat Bell's Ohlo tariffs, may not be resold, shared, or otherwise rebilled to tenents of Ohlo, regardless of Who owns the phone system and/or equipment associated with that system.

In the event of such unauthorized use of Contrex service, Cincinnati Bell may seek remediles as provided in the Company's General Exchange Yariffa, including interruption or change of the customer's service. If you have any questions regarding the use of your Centrex system, please call your Cincinnati Bell Account Representative.

Contract Expiration

If rengotiation of this contract does not occur before expiration, customer will be automatically changed to month- to-month service, subject to the rates and conditions of that service.

6. Compliance With Tariff

Customer agrees to comply with all the provisions of the General Exchange Tariffs applicable to this service.

Customer Initials & Date



TRUNK Advantages Agreement

Customer Name	CINCINNATI BELL				Contract No.		
City State Zip Code	201 East Fou	State		X 23U1 Zip Code	CBT Contact Julie Conrad Telephone No.		
Charle Charles	Cincinnati,	Ohio		45201	513-397-2124		
Check Appropriate Transaction Type:	☐ MTM (12 I	Months)	□ 2	4 Month	☑ 36 Month	nth	
Feature Package (s) Optional Feature (s) Description	USOC	Terr (Mont		Quantity	Monthly Charge	Installation/ One-Time Charge	
TRUNK ADVANTAGE	D7W	36	-	_1_	\$ 480.88	\$ 0.00	
TWO-WAY DID	Tapcx Titex	36		23 24	377.76	0.00	
mq		0		.0	0.00	0.00	
In addition to contract charges, custome	rs will incur all regula	ated charge	s mandate	ed by the Regula	tory Commissions with jurisdi	iction over CBT.	
Remarks USF, 911, EUCL TOTAL 141,36.			Subtotal Subtotal Attached	From	\$ 858.64	\$ 0.00	
Secondary Service Location (Address)			Additional Pages Grand Total		\$ 858.64	\$ 0.00	
Street	·		All Prices and Rates Are Exclusive of Tax, Service Line, Hunting and End				
Chy State	Zip Code		User Common Line Charges. Installation/One-time charge does not cover premise technician work outside of the hours 8 a.m. to 5 p.m.				
CUSTOMER'S SIGNATURE ACKNOWLEDGES T OF THIS AGREEMENT AND THESE TERMS AND SIGNATURE ACKNOWLEDGES AUTHORIZATIC PRIME Advantage is a registered service mark of Cinc	Conditions apply In for CBT to rec	Y TO THIS	ORDER AL	ND ANY SUBSEC	DUENT ORDERS ACCEPTED	BY CBT. CUSTOMER'S	
	-		Cincir	nati Bell Te	lephone Company		
	·	_	Received	d By:			
Primary Sendos Location (Address)		_	Accepted	i By: <u>Le</u> s	si Demme		
Conville()	Zip Code		Ter (Typad C	ri Hemr Or Printed Name)	•		
By: (Authorized Customer Signature)	<u>. </u>		Sal (Tille) Address	es Man o Sher	man Ave		
(Typed Or Printed Name Aid (me) 8-31-04 (Date)	 -		City 9 (Date)	1-04	State	Zip Code	

TRUNK AdvantageSM

Terms and Conditions Rev 8.11.03

1. Tariff Coverage

This TRUNK Advantage offering is provided pursuant to the provisions of the Company's General Exchange Tariff filed with and approved by the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky. The following conditions, while not all inclusive, are among those controlled by the General Exchange Tariff:

- a) If customer terminates a TRUNK Advantage Service (which includes the facility, channels and optional features) prior to completion of the 12 month minimum service period or the VTPP contract period, they will be subject to termination charges.
- b) Conditions and regulations concerning the Variable Term Payment Plan (VTPP),
- Periods of service, including the 12 month minimum period of service. Service periods of 24 months, 36 months and 60 months are also available.
- d) Conditions and regulations concerning upgrades from existing analog trunk service to TRUNK Advantage, and applicable non-recurring charges.
- e) Billing for this service.
- f) Limitations of liability.

The General Exchange Tariffs are available for inspection at any company business office.

2. Changes in Service or Rates

Rates shown are those in effect on this date. Quantities shown are based upon information given by the Customer to Company on this date. In the event of (1) a change in the quantity of service requested by Customer and/or (2) the rates shown are not those in effect at the time of installation, an attachment will be provided to Customer by Company which will reflect the actual quantities and rates in effect for this service as installed and billed.

3. Subsequent Customer Orders

Additional channels, or facilities can be added to TRUNK Advantage service pursuant to the provisions of this Agreement and the company's General Exchange Tariff.

Additional orders can be coterminous with original expiration date. This contract applies to any additions matching the original expiration date. Additions with new expiration dates will require a new separate contact.

Charges for services not described herein including, but not limited to, service lines, private lines, and other terminal equipment and services are in addition to those specified herein.



4. Termination Charges

- a) If a Customer terminates service, without cause, prior to the expiration of the term, 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 or 60-month term payment plan.
- b) If Customer removes one or more facility(s), channel(s) and/or 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(s), channel(s), and/or optional feature(s) for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable 12, 24, 36 or 60-month term payment plan.
- c) If nonrecurring charges associated with the installation of a 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 Advantage 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.

5. Contract Expiration

If renegotiation of this contract does not occur before expiration, customer will be automatically changed to monthto-mouth service, subject to the rates and conditions of that service.

6. Upgrades

Customers wishing to upgrade existing analog trunk service or TRUNK Advantage to PRIME Advantage will not be charged installation for the number of existing trunks/channels that are moved to PRIMB Advantage. Initial charges for facilities, features, and additional channels will still apply.

Customers wishing to upgrade existing TRUNK Advantage service to PRIME Advantage can terminate their current contract without penalty under the condition that a new PRIME Advantage contract is signed.

7. Compliance with Tariff

Customer agrees to comply with all of the provisions of the General Exchange Tariffs applicable to this service. In the event of any conflict between the provisions of this agreement and the Company's General Exchange Tariffs, the provisions of the General Exchange Tariffs will take procedence and be controlling



Additional Terms

General terms and conditions for TRUNK Advantage contracts are explained in the tariff. This explanation is for clarification and situations outside of those covered by the general terms and conditions.

- If tariffed rates go up before the expiration of a customer's contract, the customer will remain at the lower contracted rates until contract expiration.
- If tariffed rates go down before the expiration of a customer's contract, they will have the option to recast their
 contract for another 12 month minimum, 24 month, 36 month, or 60 month service period at the new tariffed
 rates. This is not an automatic process, it must be customer initiated.
- If the TRUNK Advantage facility is maintained, a customer may add, delete or change channels from their
 existing service without a new contract.
- If a customer wishes to add facilities to their current service, a new contract should be signed. There are two
 scenarios a customer can choose from:
 - The new contract can end coterminously with the original contract and follow the same rate structure, If
 this is the case, it must be stated in the remarks section of the contract, and referred to the original
 contract number. Be sure to state the date of expiration.
 - 2) The new contract can be separate with its own expiration date and rates following the current tariffed rate structure.
- If the Customer believes they have been incorrectly billed, Customer should contact the CBT business office
 within sixty (60) days @ (513) 566-5050 to initiate a billing review. Invoices for non-regulated services not
 disputed within sixty (60) days will not be subject to dispute thereafter.
- If a customer moves their business to another location within our operating territory prior to the expiration of
 their contract, the contract will move with them. They will not suffer termination penalties unless they lessen
 the number of TRUNK Advantage facilities at the new location. The contract will continue with the original
 expiration date and rate structure. The customer will be subject to all normal installation and service charges
 associated with moving the service.



	 _				
(A) Gincinnati Bell'	PRODUC	TS AND SE	RVICES AGREEN	AENT	
Customur Herne	CINCINNATI BELL TI	E) EPHONE	30-Sep-04		
145	Address		Contract Humber		
City State Za Code _	201 East Fourth St, 2		OrderNA		
City Strie Zip Cods	ncinnati OH	45202			
and side of	Car Yearrical Contact Dan Mazza 51	3-397-7259		interes No. 513-397-5799	
Contract Term: 12	Months				
Service Description	NSOC	Qty	Monthly Charge	Instalfati	on Charge
DA - & A A Pasille.	070		** ***		
Prime Advantage Facility Two-Way/DID Trunks	DZG DZFCX	2 46	\$1,010,30 \$621,46		
Caller ID	ZCN	2	\$100.00		
in edition to contract charges Remarks	, cus convers will incur all regulated ch	ergee assindered by	Pie Regulatory Commissions v	an jurisdiction over CBT.	
Pricing does not include FCC charges		Subtonel	\$1,731.76		
Contract co-terminous with Master Aç	tnamaan,	Subject Proper Allaphed Pages			
Gecondary Gentice Location (Address)		Grand Yotel	\$1,731,76		
SPeci	- 	relatifoyOne-T	sign are Exclusive of Tax, Ben inn charge does not cover pre		
Cky	State Zip code	D P.M.			
CUSTOMER'S SEGNATURE ACKNOWN.EDGES THAT C THESE TERMS AND CONDITIONS APPLY TO THIS OIL CST TO REQUEST CREDY INFORMATION FROM AN Cydrinel Beil Ysispions.	NORM AND ANY BUSSEQUENT ORC	MAR ACCEPTED I	ly Cot. Customer's Sign. K, Paris and Integrated A	ATURE ACKNOWLEDGE dwaringe are registered a	8 AUTHORIZATION POP Hardon marks of
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Primary Bandica Locusion (Address)		Accepted the		· · · · · · · · · · · · · · · · · · ·	
CAV BYN	Zig Code	a .map.m.ajr			
- marell		_	Mark Lundahl		
(Customer)	1//		(Typed Or Paried Hume) Sales Manager		
or Arm			(194) 201 E. 4th St, 102	2-1136	
(Authorized Customar Standard)		•	Address	· · · · · · · · · · · · · · · · · · ·	
	<u> </u>	-	Cincinnati	OH	45202
(Typed or Printed Harmantid Tille) 9-30-04			time	Zp	2004





Centrex Service Agreement

CSA (8/95)

Customer Name	CINCINNATI BELL TELEPHONE CO			Contract No		
Address	Address			Order No		
	201 East Fourth Stree	t P.O. Box 2	301	CBT Contact		
				Brian Andrews		
City State Zlp Code	City	State	Zip Code	Telephone No 513-397-6852		
	Cincinnati,	Ohio	45201	1010-097-0002		
Check Appropriate Transaction Type:	☐ Term Plan	☐ Mon	th-To-Month		.=	
Feature Package(s) Optional Feature(s) Description	usoc	Term (Months)	Quantity	Monthly Charge	Installation One-Time Charge	
CENTREX 2000 SERVICE LINES	1NFTX	36	12	\$419.88	\$ 0.00	
CENTREX 2000 HUNT LINES	RHY	36	8	NC		
EUCL		36	12	6.72		
Remarks						
Winback from ICG		Subtota Subtota		\$426.60	\$ 0.00	
		Attache				
Secondary Service Location (Address)		Addition				
		 	Grand Total \$426.60 \$ 0.0			
Street		All Prices a	and Rates Are	Exclusive of Tax, Service Lin	e, Hunting and End	
City State	Zip Code	1	,,,,,,,	0		
CUSTOMER'S SIGNATURE ACKNOWLEDGES REVERSE SIDE OF THIS AGREEMENT AND THES BY CBT. CUSTOMER'S SIGNATURE ACKNOW REPORTING AGENCY OR SOURCE.	OF TEDLIC AND CONDITIO	ひんり ひりり マイ	יחסח פועד חי	S AND ANY SUBSECUENT	CORDERS ACCEPTED	
		Cincinn	ati Bell Te	elephone Company		
		Receiv	ved By:			
Primary Service Location (Address)				1-11 MA	· · · · · · · · · · · · · · · · · · ·	
City State	Zip Code	Accep	ted By:	real March		
		Bria	n Andrew	rs ()		
(Customer)	Λ.	(Typed Busi	or Printed I	count Manager_		
		(Title)				
(Authorized Customer Signature)		L <u>221</u> Addre		irth Street		
(Figuriorized Obstantor Organizato)		Cinc		Ohio 45202		
(Typed Or Printed Name And Title)		City	7 14 1 <i>0</i> m	4 State	Zip Code	
(Date)		(Date)	11,110		4	



CENTREX Terms And Conditions

1. TARIFF COVERAGE

This Centrex service offering is provided pursuant to the provisions of the Company's General Exchange Tariff filed with and approved by the Public Utilities Commission of Ohlo and the Public Service Commission of Kentucky, and the following conditions, while not all inclusive, are among those controlled by such Tariffs:

- a) Transfer of this system to a different customer, or reconnection of this system
- b) Additions and changes to the system subsequent to installation.
- An existing Centrex service customer who adds Centrex lines and other optional features will pay the current tariffed rates for those additional lines and optional features.
- Relocation of the system.
- Partial or complete lemination of service prior to the expiration date of the fixe payment period and termination charges thereof.
- A Centrex term payment plan customer (ie; a customer who pays a fixed rate for Centrex lines and other optional features over one of several optional payment periods) who reduces service or disconnects the entire Centrex service before completion of the current payment period will pay a terminetion charge equal to the lesser of:
- So percent of the removed service contract amount, or
 75 percent of the remaining contract amount for the portion removed.

Note also that a customer paying for Centrax service on a month-to-month basis will occur a basic termination charge for recovery of administrative expenses for service disconnected or moved to a location not within the same central office prior to a twelve

Centrex 90 This charge will be at the rate specified in the tariff multiplied by each month remaining from the date of disconnect through the twelfth month

Centrex 2000 This is calculated as follows: Sum of all Monthly Recurring Charges from Service and attendent lines X (12 – the number of months in service).

- e) Cancellation or deferment of service prior to the date of installation.
- f) Billing for this service.
- g) Limitations of liability.
- Charges for services not described herein including, but not limited to, service lines, private lines, and other terminal equipment and services are in addition to those specified herein.
- i) If the Customer believes they have been incorrectly billed, Customer should contact the CBT business office within sixty (60) days @ (513) 588-5650 to Initiate a billing review, microlose for non-regulated services not disputed within sixty (80) days will not be subject to dispute thereafter.

The General Exchange Tariffs are available for inspection at any company business office.

2. Change in Service Or Rates

Rates shown are those in effect on this date. Quantities and features shown are based upon information given by Customer to Company on this date. In the event of (1) a change in the quantity or features of sarvice requested by Customer and/or (2) the rates shown are not those in effect at the time of the stallation, a sitachment will be provided to Customer by Company which will reflect the actual quantities, features and rates in effect for this system as installed and billed.

a) In the event of a change in Customer's business requirements which requires upgrades to services by Customer, the parties will use reasonable efforts to develop a mutually egreache attenable proposal that will setsly the occener of both parties and corpsy with all applicable legal and regulatory requirements. By the way of example, and not limitation, such attenative proposal may include changes in pricing, non-recurring charges, revenue and/or volume commitments, discounts, or multi-year service commitments.

b) In the event of a business downtum beyond Customer's control, a corporate disestiture, or a network optimization using other services provided by CBT, any of which significantly reduces the volume of services required by Customer, with the result that Customer will be unable to meet its revenue and/or volume commitments under this Agreement (notwithstending Customer's best efforts to avoid such a shortably, CBT and Customer will use reasonable efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all applicable logal and regulatory requirements. By way of example, and not limitation, such attempts proposal may include changes in pricing, non-neutring charges, revenue and/or volume commitments, discounts, or mutil-year service commitments.

3. Subsequent Customer Orders

Additional service lines and/or features may be added to Centrex service pursuant to the provisions of this Agreement and the Company's General Exchange Tariffs. To charges for such additional service lines and/or features exceed \$50.00.0, a control supplement will be required. Charges for services not described herein including, but not limited to, service lines, private lines and other terminal equipment and services are in addition to those specified herein.

4. Improper Use Of Centrex Service

 Centrax service is not available for use with equipment classified as a multifunction system equipped for pooled access, PBX, or similar type equipment.

Centrex is offered as a flat rate service only; and therefore, according to Cincinnati Bell's Ohio tariffs, may not be resold, shared, or otherwise rebilled to tenants of Ohio, regardless of who owns the phone system and/or equipment associated with that system.

In the event of such unsurborized use of Centrex service, Cincinnati Beil may seek remedies as provided in the Company's General Exchange Tariffs, Including interruption or change of the customer's service. If you have any questions regarding the use of your Centrex system, please call your Cincinnati Beil Account

5. Compliance With Tariff

Customer agrees to comply with all the provisions of the General Exchange Tariffs applicable to this service.

Rev 8.11.03

CBT - Proprietary

Centrex 2000 Service Terms & Conditions

Customer Initials & Date RIBC 9-14-09



1FB Service Agreement

CSA (8/05)

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Customer Name		CINCINNATI BELL	TELEPHO	NE CO	Contract No			
Address A	0	Address			Order No			
		201 East Fourth Str	eet P.O. Bo	x 2301	ADT A			
	7	}			CBT Contact Melissa Frey			
City State	Zip Code	City	State	Zip Code	Telephone No			
7212		Cincinnati,	Ohio	45201	513-397-7197			
Check Appropriate Term:		☐ 12 Month	☐ 24 ñ	Month /	36 Month	60 Month		
Feature Packa Optional Featu Description	re(s)	USOC	Term (Months)	Quantity	Monthly Charge	Installation One-Time Charge		
Flat Business Line		!FB	36	6	\$210.W	0		
			 					
			 					
			 					
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			1					
Remarks			Subtota		\$.210,10	0		
			Subtota Attache Addition					
Secondary Service Location (Address)		Grand Total		\$ 21010	0			
Street		All Prices and Rates Are Exclusive of Tax, Service Line, Hunting and End User Common Line Charges						
City	State	Zip Code						
CUSTOMER'S SIGNATURE ATTACHED HERETO AND T CUSTOMER'S SIGNATURE REPORTING AGENCY OF SC	THESE TERMS AND (ACKNOWLEDGES A	CONDITIONS APPLY TO T	THIS ORDER.	AND ANY SUB	SEQUENT ORDERS ACC	EPTED BY CBT.		
Customer Signatur	/		CBT Signat	ture:	of Ruh			
Date:	60- 12.00	c/	Date:	11) inu			

Cin':innati Bell Telephone 1FB Products & Services Agreement Terms & Conditions

- Payment Terms. Invoices for Services an due and payable in U.S. dollars within thirty (30) days of Customer's receipt of invoice (unless otherwise indicated in the Credit Requirements Supplement). Payments not received within thirty (30) days of Customer's receipt of invoice are considered past due. In addition to CBT undertaking any of the actions set forth in this Agreement, if any invoice is not paid when due, CBT may; (i) apply a late charge equal to 1-1/2% (or the maximum legal rate, if less) of the unpaid balance per mouth; (ii) require an additional Security Deposit or other form of security; and/or (iii) take any action in connection with any other right or remedy Supplier may have under this Agreement in law or in equity. If the Customer believes they have been incurrectly billed, Customer should contact the CBT business office within sixty (60) days (at (513) 566-5050 to initiate a billing review. Invoices for non-tegulated services not disputed within sixty (60) days will not be subject to dispute thereafter.
- 2. Additional Assurances. If at any time during the term of this Agreement there is a material and adverse change in Customer's financial condition, business prospects, or payment history, which shall be determined by CBT in its sole and absolute discretion, then CBT may demand that Customer deposit with CBT a security deposit or increase the amount of deposit (the "Security Deposit"), as the case may be, pursuant to CBTs standard terms and conditions, as security for the full and faithful performance of Customer of the terms, conditions, and covenants of this Agreement; provided, however, that in no event shall the amount of the Security Deposit ever exceed two (2) months' estimated or actual Usage Charges and other amounts payable by Customer to CBT hereunder.
- Governing Law. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof, shall be governed by the laws of the State of Ohio without regard to its principles of choice of law.
- 4. Notices, All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of delivery or confirmed facsimile transmission. To be effective, Notices must be delivered to the address set forth on the signature page (IFB Service Agreement Order Form) of this Agreement.
- Waiver Of Breech Or Violation Not Deemed Continuing. The waiver by either
 party of a breach or violation of any provision of this Agreement shall not operate
 as or be construed to be a waiver of any subsequent breach hereof.
- 6. Bankruntey. In the event of the bankruptey or insolvency of either party shall make any assignment for the benefit of creditors or take advantage of any act or law for relief of debtors, the other party to this Agreement shall have the right to terminate this Agreement without further obligation or liability on its part.
- Business Relationship. This Agreement shall not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the parties. Neither party shall have the authority to, nor shall any party attempt to, create any obligation on behalf of the other party.

8. Indemnity.

A. Each party shall indemnify, defend, release, and hold harmless the other party, their affiliates, directors, officers, employees, workers, and agents from and against any action, claim, cust damage, demand, loss, penalty, or expense including but not limited to attorneys' fees, expert witness fees, and costs (collectively "Claims) imposed upon either party by reason of damages to property or personal injuries, including death, as a result of an intentional or negligent act or amission on the part of the indemnifying party in connection with the performance of this Agreement or other activities relating to the Service, the property, or the facilities which are the subject of this Agreement. In the event a Claim relates to the negligence of both parties, the relative burden of the Claim shall be attributed equitably between the parties in accordance with the principles of comparative negligence.

B. The term "property" as used in this section shall include real, personal, tangible, and intangible property, including but not limited to, data, proprietary information, intellectual property, trademarks, copyrights, patents, and knowledge.

C. The term "personal injuries" shall also include claims of liable, slander, or invasion of privacy, arising, directly or indirectly, out of the provision of Service pursuant to this Agreement.

- D. In the event any action shall be brought against the indemnified party, such party shall immediately notify the indemnifying party in writing, and the indemnifying party, upon the request of the indemnified party, shall assume the cost of the defense thereof on behalf of the indemnified party and its Affiliates and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the indemnified party or its Affiliates in connection therewith, provided that the indemnified party shall not be liable for any settlement of any such action effected without its written consent.
- E. This Indomnification section shall survive termination of this Agreement, regardless of the reason for termination.
- Authorized Use of Name, Without the other party's prior written consent, neither party shall: (i) refer to itself as an authorized representative of the other in promotional, advertising, or other materials; or (ii) use the other party's logos, trade marks, service marks, carrier identification codes (CICs), or any variations thereof in any of its promotional, advertising, or other materials, or in any activity using or displaying the other party's name or the Service(s) to be provided hereunder. Both parties agree to change or correct at their own expense any material or activity the affected party determines to be inaccurate, misleading, or otherwise objectionable under this section. Customer is authorized to use the following statements in its sales literature: (i) "Customer utilizes the Cincinnati Bell Telephone network." (ii) "Customer utilizes Cincinnati Bell Telephone's facilities." (iii) "Cincinnati Bell Telephone is our network provider."
- 0. <u>Assignment</u>. Neither party hereto may assign this Agreement without the express written consent of the other party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing: (i) a security interest in this Agreement may be granted by CBT to any lender to secure borrowings by CBT or any of its Affiliates; (ii) either party may assign all its rights and obligations hereunder to any Affiliate; and (iii) any subsidiary of CBT may assign any amounts due from Customer to CBT for billing purposes. Affiliate, as used herein, is defined as any entity controlled by, in control of, or under common control with the assigning party hereunder.
- 11. Binding Arbitration. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event resolution cannot be reached, such dispute shall be negotiated between appointed counsel or senior executives of the parties who have authority to settle the dispute. The disputing party shall give the other party written notice of the dispute and if the parties fail to resolve the dispute within thirty (30) days either party may seek arbitration. All disputes arising out of or relating to this Agreement shall be finally settled by binding arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio.
- 12. <u>Legal Construction.</u> In the event of any conflict between the provisions of these Terms and Conditions and the applicable Supplement, or Exhibit, the conflict shall be resolved by reference to the following order of priority of interpretation: a) Exhibit; b) Supplement; and c) Terms and Conditions. Notwithstanding the foregoing no Exhibit requiring execution shall be binding unless and until it has been duly executed.
- 13. No Personal Liability, Each action or claim of any party arising under or relating to this Agreement shall be made only against the other party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such party.
- 14. <u>Disclatmer Of Warranties</u>, Unless otherwise provided. CBT MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OF ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY CBT ARE HEREBY EXCLUDED AND DISCLAIMED. For purposes of this Section, the term "CBT" shall be decimed to include CBT, its affiliates, shareholders, directors, officers and employees, and any person or entity assisting CBT in its performance pursuant to this Agreement.



- 15. Limitalion of Liability . CBT's liability arising out the provision of: (i) the 22. Technology Upgrade, If at any time during the Term of this Agreement Customer provision of Services; (ii) delays in the restoration of Services; OR (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission. or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. IN NO EVENT SHALL CBT BE LIABLE TO CUSTOMER, CUSTOMER'S OWN CUSTOMERS, OR ANY OTHER THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, ACTUAL SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS. LOST REVENUES, OR LOST SAVINGS OF ANY KIND, ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER OR NOT CBT OR CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL CBT BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT CBT HAS PRIOR TO SUCH TIME COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER
- System Maintenance, In the event CBT determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, CBT will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by
- 17. Subject To Laws. This Agreement is subject to, and Customer agrees to comply rith, all applicable federal, state and local laws, and regulations, rulings, and orde of governmental agencies, including but not limited to, the Communications Act of 1934, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission ("FCC"), state public utility or service commissions (PSC), and tariffs. Customer further agrees to obtain and maintain any and all required certifications, permits, licenses, approvals, or authorizations of the FCC and/or PSC and/or any governmental body, including, but not limited to regulations applying to feature group termination and Letter of Agencies ("LOAs).
- 18. FCC Permits, Authorization And Filines, CBT shall take all necessary and appropriate steps, as soon as possible, to procure the necessary authorizations and approvals, if any, from the FCC or any other federal or state agency required to deliver the Services hercunder to Customer. In the event that CBT cannot obtain all necessary federal, state, or local authority to provide Services hereunder, CBT shall promptly give written notice thereof to Customer and such notice shall constitute termination of this Agreement without further liability or obligation of either party.
- Confidential Information. During the term of this Agreement and for two years thereafter, neither party shall disclose any terms or pricing contained in this Agreement or any confidential information disclosed by the other party. unfidential information shall remain the property of the disclosing party and shall be labeled as either "Confidential" or "Proprietary".
- 20. Force Majeure, CBT shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to: acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any onor more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock outs, or work stoppages.
- 21. Business Downturn. In the event of a business downturn beyond Customer's control, a corporate divestiture, or a network optimization using other services provided by CBT, any of which significantly reduces the volume of services required by Customer to meet its revenue and/or volume commitments under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), CBT and Customer will use reasonable efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all applicable logal and regulatory requirements. By way of example, and not limitation, such alternative proposal may include changes in pricing, non-recurring charges, revenue and/or volume commitments, discounts, or multi-year service commitments.

- esires to migrate to a new telecommunications service provided by CBT, that Customer and CBT agree would meet Customer's needs more efficiently than the services hereunder, CBT will amend this Agreement to include such service upon
- Events Of Default. A "Default" shall occur if (a) Customer fails to make payment as required under this Agreement and such failure remains uncorrected for five (5) calendar days after written notice from Supplier; or (b) either party fails to perform or observe any material term or obligation (other than making payment) contained in this Agreement, and any such failure remains uncorrected for thirty (30) calendar days after written notice from the non-defaulting party informing the defaulting party of such failure, If Customer uses the Services for any unlawful purpose or in any unlawful manner, CBT shall have the right to immediately suspend and/or terminate any or all Services hereunder without notice to Customer.
 - in the event of a Customer Default for any reason, CBT may: (i) suspend Services to Customer; (ii) cease accepting or processing orders for Services; (iii) withhold delivery of Call Detail Records (if applicable); and/or (iv) terminate this Agreement. If a Customer Default results in service termination, without cause, except as noted in section B below, prior to the expiration of the term, 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 or 24 month term payment plan. Customer agrees to pay CBT's reasonable expenses (including attorney and collection fees) incurred in enforcing CBT's rights in the event of a Customer default
 - B. Customer may terminate one (1) line for every ten (10) lines in service without termination fee. For example, a Customer with ten (10) lines may terminate one (1) line without termination fee, a Customer with twenty (20) lines may terminate two (2) lines without termination fee, a Customer with thirty (30) lines may terminate three (3) lines without termination fee, and so on
 - If nonrecurring charges associated with the installation of a 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
 - In the event of a CBT Default, Customer may terminate this Agreement without penalty. Customer will, however, remain liable for all charges incurred for Services provided prior to Customer's termination of this Agreement.

Commission approval of the termination liability for IFB 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.

- Survival. The covenants and agreements of Customer contained in this Agreement with respect to payment of amounts due, confidentiality, liability, and indomnification shall survive any termination of this Agreement. The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns of each party.
- Obligations Several And Not Joint. Each party shall be responsible only for its own performance under the Agreement (including any attachments exhibits, schedules or addenda) and not for that of any other party.
- Amendments / Riders. This Agreement may only be modified or supplemented by an instrument in writing executed by each party.
- Authentic Signature. Both parties agree that a fax signature constitutes an authentic signature on this Agreement and any additional order forms. supplements, attachments, addenda, exhibits or amendments incorporated herein.

Customer Initials



1FB Service Agreement

CSA (8/95)

المعرى التنبيب والمستور والمستور والمستور والمستور				Contract No			
Customer Name	CINCINNATI BELL	TELEPHON	IE CO				
Address.	Address		0004	Order No			
	201 East Fourth St	reet P.U. Bo	X 2301	CBT Contact			
				Melissa Frey			
City State Zip Code	City	State	Zip Code	Telephone No	-		
	Cincinnati,	Ohio	45201	513-397-7197			
Check Appropriate Term:	12 Month	☐ 24 N	fonth	36 Month	60 Month		
Feature Package(s) Optional Feature(s)	usoc	Term (Months)	Quantity	Monthly Charge	Installation One-Time Charge		
Description		(11)	·	<u> </u>			
Flat Business Line	IFB	36	<u>_a</u>	\$76.W	0		
		<u> </u>					
Remarks		_			<u> </u>		
		Attach	al From ed	\$70.00	(
Secondary Service Location (Address) Street		Additio	Additional Pages Grand Total \$70 W)				
		All Prices User Com	and Rates Are mon Line Char	Exclusive of Tax, Service L			
City State	Zip Code		- <u> </u>				
CUSTOMER'S SIGNATURE ACKNOWLEDGE ATTACHED HERETO AND THESE TERMS AND CUSTOMER'S SIGNATURE ACKNOWLEDGES REPORTING AGENCY OR SOURCE.	N COMPITIONS ADDI Y TI	O THIS ORDER	AND ANY SH	RSEQUENT ORDERS ACC	SEPTED BY CBT.		
Customer Signature:		CBT Signs	ature: Sc	et Bull			
Date:		Date:		· MI			

Cincinnati Bell Telephone 1FB Products & Services Agreement Terms & Conditions

- 1. Payment Terms Invoices for Services an due and payable in U.S. dollars within thirty (30) days of Customer's receipt of invoice (unless otherwise indicated in the Credit Requirements Supplement). Payments not received within thirty (30) days of Customer's receipt of invoice are considered past due. In addition to CBT undertaking any of the actions set forth in this Agreement, if any invoice is not paid when due, CBT may: (i) apply a late charge equal to 1-1/2% (or the maximum legal rate, if less) of the unpaid balance per mouth; (ii) require an additional Security Deposit or other form of security; and/or (iii) take any action in connection with any other right or remedy Supplier may have under this Agreement in law or in equity. If the Customer believes they have been incorrectly billed, Customer should contact the CBT business office within sixty (60) days (ii) (513) 566-5030 to initiate a billing review. Invoices for non-regulated services not disputed within sixty (60) days will not be subject to dispute thereafter.
- 2. Additional Assurances. If at any time during the term of this Agreement there is a material and adverse change in Customer's financial condition, business prospects, or payment history, which shall be determined by CBT in its sole and absolute discretion, then CBT may demand that Customer deposit with CBT as security deposit or increase the amount of deposit (the "Security Deposit"), as the case may be, pursuant to CBT's standard terms and conditions, as security for the full and faithful performance of Customer of the terms, conditions, and covenants of this Agreement; provided, however, that in no event shall the amount of the Security Deposit ever exceed two (2) months' estimated or actual Usage Charges and other amounts payable by Customer to CBT hereunder.
- Governing Law, This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof, shall be governed by the laws of the State of Ohio without regard to its principles of choice of law.
- 4. Notices, All notices and other communications becomder shall be in writing and shall be deemed to have been duly given as of the date of delivery or confirmed facsimile transmission. To be effective, Notices must be delivered to the address set forth on the signature page (IFB Service Agreement Order Form) of this Agreement.
- Walver Of Breech Or Violation Not Deemed Continuing. The waiver by either
 party of a breach or violation of any provision of this Agreement shall not operate
 as or be construed to be a waiver of any subsequent breach hereof.
- 6. Bankruptey. In the event of the bankruptey or insolvency of either party shall make any assignment for the benefit of creditors or take advantage of any act or law for relief of debtors, the other party to this Agreement shall have the right to terminate this Agreement without further obligation or liability on its part.
- Business Relationable. This Agreement shall not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the parties. Neither party shall have the authority to, nor shall any party attempt to, ereate any obligation on behalf of the other party.
- R. Indemnity
 - A. Each party shall indemnify, defend, release, and hold harmless the other party, their affiliates, directors, officers, employees, workers, and agents from and against any action, claim, cost damage, demand, loss, penalty, or expense including but not limited to autorneys' fees, expert witness fees, and costs (collectively "Claims') imposed upon either party by reason of damages to property or personal injuries, including death, as a result of an intentional or negligent act or omission on the part of the indemnifying party in connection with the performance of this Agreement or other activities relating to the Service, the property, or the facilities which are the subject of this Agreement. In the event a Claim relates to the negligence of both parties, the relative burden of the Claim shall be attributed equitably between the parties in accordance with the principles of comparative
 - B. The term "property" as used in this section shall include real, personal, tangible, and intangible property, including but not limited to, data, proprietary information, intellectual property, trademarks, copyrights, patents, and knowledge.
 - C. The term "personal injuries" shall also include claims of liable, slander, or invasion of privacy, arising, directly or indirectly, out of the provision of Service pursuant to this Agreement.

- D. In the event any action shall be brought against the indemnified party, such party shall immediately notify the indemnifying party in writing, and the indemnifying party, upon the request of the indemnified party, shall assume the cost of the defense thereof on behalf of the indemnified party and its Affiliates and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the indemnified party or its Affiliates in connection therewith, provided that the indemnified party shall not be liable for any settlement of any such action offseted without its written consent.
- E. This Indomnification section shall survive termination of this Agreement, regardless of the reason for termination.
- Authorized Use of Name. Without the other party's prior written consent, neither party shall: (i) refer to itself as an authorized representative of the other in promotional, advertising, or other materials; or (ii) use the other party's logos, trade marks, service marks, carrier identification codes (ClCs), or any variations thereof in any of its promotional, advertising, or other materials, or in any activity using or displaying the other party's name or the Service(s) to be provided hereunder. Both parties agree to change or correct at their own expense any material or activity the affected party determines to be inaccurate, misleading, or otherwise objectionable under this section. Customer is authorized to use the following statements in its sales literature: (i) "Customer utilizes the Cincinnati Bell Telephone network," (ii) "Customer utilizes Cincinnati Bell Telephone's facilities;" (iii) "Cincinnati Bell Telephone provides only the network facilities;" and/or (iv) Cincinnati Bell Telephone is our network provider."
- 10. <u>Assignment.</u> Neither party hereto may assign this Agreement without the express written consent of the other party hereto, which consent shall not be unreasonably withhold. Notwithstanding the foregoing: (i) a security interest in this Agreement may be granted by CBT to any lender to secure borrowings by CBT or any of its Affiliates; (ii) either party may assign all its rights and obligations hereunder to any Affiliate; and (iii) any subsidiary of CBT may assign any amounts due from Customer to CBT for billing purposes. Affiliate, as used herein, is defined as any entity controlled by, in control of, or under common control with the assigning party hereunder.
- 11. Binding Arbitration. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational lovel. In the event resolution cannot be reached, such dispute shall be negotiated between appointed counsel or scnior executives of the parties who have authority to settle the dispute. The disputing party shall give the other party written notice of the dispute and if the parties fail to resolve the dispute within thirty (30) days either party may seek arbitration. All disputes arising out of or relating to this Agreement shall be finally settled by binding arbitration in Cincinnati. Ohio and shall be resolved under the laws of the State of Ohio.
- 12. Legal Construction. In the event of any conflict between the provisions of these Terms and Conditions and the applicable Supplement, or Exhibit, the conflict shall be resolved by reference to the following order of priority of interpretation: a) Exhibit; b) Supplement; and c) Terms and Conditions. Notwithstanding the foregoing no Exhibit requiring execution shall be binding unless and until it has been duly executed.
- 13. No Personal Liability. Each action or claim of any party arising under or relating to this Agreement shall be made only against the other party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such party.
- 4. <u>Discialmer Of Warranties.</u> Unless otherwise provided. CBT MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY. WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OF ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY CBT ARE HEREBY EXCLUDED AND DISCLAIMED. For purposes of this Section, the term "CBT" shall be deemed to include CBT, its affiliates, shareholders, directors, officers and employees, and any person or entity assisting CBT in its performance pursuant to this Agreement.



- 15. Linitation of Liability. CBT's liability arising out the provision of: (i) the provision of Services; (ii) dolays in the restoration of Services; OR (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. IN NO EVENT SHALL CBT BE LIABLE TO CUSTOMER'S OWN CUSTOMERS, OR ANY OTHER THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT. WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL. INCIDENTAL, RELIANCE, ACTUAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS. LOST REVENUES, OR LOST SAVINGS OF ANY KIND, ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER OR NOT CBT OR CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL CBT BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT CBT HAS PRIOR TO SUCH TIME COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HERRUNDER.
- 16. System Maintepance. In the event CBT determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, CBT will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a faiture of performance by CBT.
- 17. <u>Subject To Laws.</u> This Agreement is subject to, and Customer agrees to comply with, all applicable federal, state and local laws, and regulations, rulings, and order of governmental agencies, including but not limited to, the Communications Act of 1996, the Rules and Regulations of the Federal Communications Act of 1996, the Rules and Regulations of the Federal Communications Commission ("FCC"), state public utility or service commissions (PSC), and tariffs, Customer further agrees to obtain and maintain any and all required certifications, permits, licenses, approvals, or authorizations of the FCC and/or PSC and/or any governmental body, including, but not limited to regulations applying to feature group termination and Letter of Agencies ("LOAs).
- 18. <u>FCC Permits, Authorization And Filings.</u> CBT shall take all necessary and appropriate steps, as soon as possible, to procure the necessary authorizations and approvals, if any, from the FCC or any other federal or state agency required to deliver the Services hereunder to Customer. In the event that CBT cannot obtain all necessary federal, state, or local authority to provide Services hereunder, CBT shall promptly give written notice thereof to Customer and such notice shall constitute termination of this Agreement without further liability or obligation of either narty.
- 19. <u>Confidential Information</u>, During the term of this Agreement and for two years thereafter, neither party shall disclose any terms or pricing contained in this Agreement or any confidential information disclosed by the other party. Confidential information shall remain the property of the disclosing party and shall he labeled as either "Confidential" or "Proprietary".
- 20. Force Majgure, CBT shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to: acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophic; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national entergencies; insurrections; riols; wars; or strikes, lock outs, or work stoppages.
- 21. <u>Business Downturn</u>. In the event of a business downturn beyond Customer's control, a corporate divestiture, or a network optimization using other services provided by CBT, any of which significantly reduces the volume of services required by Customer to meet its revenue and/or volume commitments under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), CBT and Customer will use reasonable efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. By way of example, and not limitation, such alternative proposal may include changes in pricing, non-recurring charges, revenue and/or volume commitments, discounts, or multi-year service commitments.

- 22. <u>Technology Upgrade</u>, If at any time during the Term of this Agreement Customer desires to migrate to a new telecommunications service provided by CBT, that Customer and CBT agree would meet Customer's needs more efficiently than the services hereunder, CBT will amend this Agreement to include such service upon request of Customer.
- 23. Events Of Default. A "Default" shall occur if (a) Customer fails to make payment as required under this Agreement and such failure remains uncorrected for five (5) calendar days after written notice from Supplier, or (b) either party fails to perform or observe any material term or obligation (other than making payment) contained in this Agreement, and any such failure remains uncorrected for thirty (30) calendar days after written notice from the non-defaulting party informing the defaulting party of such failure. If Customer uses the Services for any unlawful purpose or in any unlawful manner, CBT shall have the right to immediately suspend and/or terminate any or all Services herounder without notice to Customer.
 - A. In the event of a Customer Default for any reason, CBT may; (i) suspend Services to Customer; (ii) ecase accepting or processing orders for Services; (iii) withhold delivery of Call Detail Records (if applicable); and/or (iv) terminate this Agreement. If a Customer Default results in service termination, without cause, except as noted in section B below, prior to the expiration of the term, 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 or 24 month term payment plan. Customer agrees to pay CBT's regists in the event of a Customer default
 - B. Customer may terminate one (1) line for every ten (10) lines in service without termination fee. For example, a Customer with ten (10) lines may terminate one (1) line without termination fee, a Customer with twenty (20) lines may terminate two (2) lines without termination fee, a Customer with thirty (30) lines may terminate three (3) lines without termination fee, and so on.
 - C. If nonrecurring charges associated with the installation of a 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. In the event of a CBT Default, Customer may terminate this Agreement without penalty. Customer will, however, remain liable for all charges incurred for Services provided prior to Customer's termination of this Agreement.

Commission approval of the termination liability for 1FB 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.

- 24. <u>Survival</u> The covenants and agreements of Customer contained in this Agreement with respect to payment of amounts due, confidentiality, liability, and indemnification shall survive any termination of this Agreement. The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns of each party.
- Obligations Several And Not Joint. Each party shall be responsible only for its
 own performance under the Agreement (including any attachments exhibits,
 schedules or addenda) and not for that of any other party.
- Amendments / Riders. This Agreement may only be modified or supplemented by an instrument in writing executed by each party.
- Authentic Signature. Both parties agree that a fax signature constitutes an
 authentic signature on this Agreement and any additional order forms,
 supplements, attachments, addenda, exhibits or amendments incorporated herein.

Customer	Initials		
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1FB Service Agreement

CSA

					(8/95)	
Customer Name	CINCINNATI BELI	TELEBUOL	VE CO	Contract No		
	Address	TELEFIIO	11.00	Order No		
Address	201 East Fourth Street P.O. Box 2301					
	201 2001 7 001117 0			CBT Contact		
				Melissa Frey		
City State Zin Code	City	State	Zip Code	Telephone No		
	Cincinnati,	Ohio	45201	513-397-7197		
Check Appropriate Term:	☐ 12 Month		Month /	36 Month	☐ 60 Month	
					I land the state of	
Feature Package(s) Optional Feature(s) Description	USOC	Term (Months)	Quantity	Monthly Charge	Installation One-Time Charge	
Flat Business Line	!FB	36	$\frac{\partial}{\partial x}$	\$70.00	0	
		-				
			<u> </u>		 .	
			-			
Remarks		Subtot	al	0.70		
		Subtot	al From	\$ 70. <u>u</u>	0	
		Attach Additio	ed nal Pages			
Secondary Service Location (Address)			Grand Total	\$70.10	0	
Street				Exclusive of Tax, Service I		
City State	Zip Code	Zip Code User Common Line Charges				
CUSTOMER'S SIGNATURE ACKNOWLEDGE ATTACHED HERETO AND THESE TERMS AND CUSTOMER'S SIGNATURE ACKNOWLEDGES REPORTING AGENCY OR SOURCE.	CONDITIONS APPLY TO	D THIS ORDER	AND ANY SU	BSEQUENT ORDERS AC	CEPTED BY CBT.	
Customer Signature:		CBT Signa	iture: 🧣	not Rul	-	
Date:		Date:		- I/ AND		

Cincinnati Bell Telephone 1FB Products & Services Agreement Terms & Conditions

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- Business Relationship. This Agreement shall not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the parties. Neither party shall have the authority to, nor shall any party attempt to, create any obligation on behalf of the other party.
- - Indemnity.

 A. Each party shall indemnify, defend, release, and hold harmless the other party, their affiliates, directors, officers, employees, workers, and agents from and against any action, claim, cost damage, demand, loss, penalty, or expense including but not limited to attorneys' fees, expert witness fees, and costs (collectively "Claims') imposed upon either party by reason of damages to property or personal injuries, including death, as a result of an intentional or negligent act or omission on the part of the indemnitying party in connection with the performance of this Agreement or other activities relating to the Service, the property, or the facilities which are the subject of this Agreement. In the event a Claim relates to the negligence of both parties, the relative burden of the Claim shall be attributed equitably between the parties in accordance with the principles of comparative
 - B. The term "property" as used in this section shall include real, personal, tangible, and intangible property, including but not limited to, data, proprietary inform intellectual property, trademarks, copyrights, patents, and knowledge
 - The term "personal injuries" shall also include claims of liable, slander, or invasion of privacy, arising, directly or indirectly, out of the provision of Service pursuant to this Agreement.

- In the event any action shall be brought against the indemnified party, such party shall immediately notify the indomnifying party in writing, and the indomnifying party, upon the request of the indomnified party, shall assume the cost of the defense thereof on behalf of the indemnified party and its Affiliates and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the indemnified party or its Affiliates in connection therewith, provided that the indemnified party shall not be liable for any settlement of any such action effected without its written consent.
- This Indomnification section shall survive termination of this Agreement, regardless of the reason for termination
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- Assignment . Neither party hereto may assign this Agreement without the express written consent of the other party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing: (i) a security interest in this Agreement may be granted by CBT to any lender to secure borrowings by CBT or any of its Affiliates; (ii) either party may assign all its rights and obligations hereunder to any Affiliate; and (iii) any subsidiary of CBT may assign any amounts due from Customer to CBT for billing purposes. Affiliate, as used herein, is defined as any entity controlled by, in control of, or under common control with the assigning party hereunder.
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- No Personal Liability. Each action or claim of any party arising under or relating to this Agreement shall be made only against the other party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such party
- Disclaimer Of Warranties, Unless otherwise provided, CBT MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OF ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY CBT ARE HEREBY EXCLUDED AND DISCLAIMED. For purposes of this Section, the term "CBT" shall be deemed to include CBT, its affiliates, shareholders, directors, officers and employees, and any person or entity assisting CBT in its performance pursuant to this Agreement.



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- 20. Force Maleure, CBT shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to: acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; wans; or strikes, lock outs, or work stoppages.
- 21. Business Downturn. In the event of a business downturn beyond Customer's control, a corporate divestiture, or a network optimization using other services provided by CBT, any of which significantly reduces the volume of services required by Customer to meet its revenue and/or volume commitments under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), CBT and Customer will use reasonable efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. By way of example, and not limitation, such alternative proposal may include changes in pricing, non-recurring charges, revenue and/or volume commitments, discounts, or multi-year service commitments.

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 - A. In the event of a Customer Default for any reason, CBT may: (i) suspend Services to Customer, (ii) cease accepting or processing orders for Services; (iii) withhold delivery of Call Detail Records (if applicable); and/or (iv) terminate this Agreement. If a Customer Default results in service termination, without cause, except as noted in section B below, prior to the expiration of the term, 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 or 24 month term payment plan. Customer agrees to pay CBT's reasonable expenses (including attorney and collection fees) incurred in enforcing CBT's rights in the event of a Customer default
 - B. Customer may terminate one (1) line for every ten (10) lines in service without termination fee. For example, a Customer with ten (10) lines may terminate one (1) line without termination fee, a Customer with twenty (20) lines may terminate two (2) lines without termination fee, a Customer with thirty (30) lines may terminate three (3) lines without termination fee, and so on.
 - C. If nonrecurring charges associated with the installation of a 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.
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- Authentic Signature. Both parties agree that a fax signature constitutes an
 authentic signature on this Agreement and any additional order forms,
 supplements, attachments, addenda, exhibits or amendments incorporated herein.



1FB Service Agreement

CSA

					(8/95)		
Customer Name	CINCINNATI BELI	TELEPHO	NE CO	Contract No			
Address	Address			Order No			
1	201 East Fourth S	treet P.O. Bo	x 2301				
				CBT Contact Melissa Frey			
City State Zip Gode	City	State	Zip Code	Telephone No			
	Cincinnati,	Ohio	45201	513-397-7197			
Check Appropriate Term:	☐ 12 Month	24 N	Month	36 Month	60 Month		
Feature Package(s)		Term			Installation		
Optional Feature(s) Description	USOC	(Months)	Quantity	Monthly Charge	One-Time Charge		
Flat Business Line	!FB	36	6_	\$210.00	0		
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		 -					
Remarks		Subtota		6 3. 75			
		Subtota	I From	\$.21020	0		
		Attache Addition	d nai Pages]		
Secondary Service Location (Address)			Grand Total	\$ 21019	0		
Street		+		\$ 210.10			
		All Prices a User Comm	ind Rates Are E non Line Charg	Exclusive of Tax, Service Li	ne, Hunting and End		
City State	Zip Code						
CUSTOMER'S SIGNATURE ACKNOWLEDGES ATTACHED HERETO AND THESE TERMS AND C CUSTOMER'S SIGNATURE ACKNOWLEDGES A REPORTING AGENCY OF SOURCE.	CONDITIONS APPLY TO	THIS ORDER.	AND ANY SUB	SEQUENT ORDERS ACC	EPTED BY CBT		
Customer Signature:		CBT Signat	ure:	ext Bul			
Date: 70-13-0	4	Date:	11	0 -16-04			

Cin':innati Beil Telephone 1FB Products & Services Agreement Terms & Conditions

- 1. Payment Terms. Invoices for Services and ue and payable in U.S. dollars within thirty (30) days of Customer's receipt of invoice (unless otherwise indicated in the Credit Requirements Supplement). Payments not received within thirty (30) days of Customer's receipt of invoice are considered past due. In addition to CBT undertaking any of the actions set forth in this Agreement, if any invoice is not paid when due, CBT may: (i) apply a late charge equal to 1-1/2% (or the maximum legal rate, if less) of the unpaid balance per mouth; (ii) require an additional Security Deposit or other form of security; and/or (iii) take any action in connection with any other right or remedy Supplier may have under this Agreement in law or in equily. If the Customer believes they have been incorrectly billed, Customer should contact the CBT business office within sixty (60) days (ii) (4513) 566-5050 to initiate a billing review. Invoices for non-regulated services not disputed within sixty (60) days will not be subject to dispute the medien.
- 2. Additional Assurances. If at any time during the term of this Agreement there is a material and adverse change in Customer's financial condition, business prespects, or payment history, which shall be determined by CBT in its sole and absolute discretion, then CBT may demand that Customer deposit with CBT a security deposit or increase the amount of deposit (the "Security Deposit"), as the case may be, pursuant to CBT's standard terms and conditions, as security for the full and faithful performance of Customer of the terms, conditions, and covenants of this Agreement; provided, however, that in no event shall the amount of the Security Deposit ever exceed two (2) months' estimated or actual Usage Charges and other amounts payable by Customer to CBT hereunder.
- Governing Law. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof, shall be governed by the laws of the State of Ohio without regard to its principles of choice of law.
- 4. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of delivery or confirmed facsimile transmission. To be effective, Notices must be delivered to the address set forth on the signature page (IFB Service Agreement Order Form) of this Agreement.
- Waiver Of Breech Or Violation Not Deemed Continuing. The waiver by either
 party of a breach or violation of any provision of this Agreement shall not operate
 as or be construed to be a waiver of any subsequent breach hereof.
- 6. <u>Bankruntey</u>. In the event of the bankruptcy or insolvency of either party shall make any assignment for the benefit of creditors or take advantage of any act or law for relief of debtors, the other party to this Agreement shall have the right to terminate this Agreement without further obligation or liability on its part.
- <u>Business Relationship.</u> This Agreement shall not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the parties. Neither party shall have the authority to, nor shall any party attempt to, create any obligation on behalf of the other party.

8. Indemnity.

A. Each party shall indemnify, defend, release, and hold harmless the other party, their affiliates, directors, officers, employees, workers, and agents from and against any, action, claim, cost damage, demand, loss, penalty, or expense including but not limited to attorneys' fees, expert witness fees, and costs (collectively "Claims") imposed upon either party by reason of damages to property or personal injuries, including death, as a result of an intentional or negligent act or omission on the part of the indemnifying party in connection with the performance of this Agreement or other activities relating to the Service, the property, or the facilities which are the subject of this Agreement. In the event a Claim relates to the negligence of both parties, the relative burden of the Claim shall be attributed equitably between the parties in accordance with the principles of comparative negligence.

B. The term "property" as used in this section shall include real, personal, tangible, and intangible property, including but not limited to, data, proprietary information, intellectual property, trademarks, copyrights, patents, and knowledge.

C. The term "personal injuries" shall also include claims of liable, stander, or invasion of privacy, arising, directly or indirectly, out of the provision of Service pursuant to this Agreement.

- D. In the event any action shall be brought against the indemnified party, such party shall immediately notify the indemnifying party in writing, and the indemnifying party, upon the request of the indemnified party, shall assume the cost of the defense thereof on behalf of the indemnified party and its Affiliates and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the indemnified party or its Affiliates in connection therewith, provided that the indemnified party shall not be liable for any settlement of any such action effected without its written consent.
- E. This Indemnification section shall survive termination of this Agreement, regardless of the reason for termination.
- Authorized Use of Name. Without the other party's prior written consent, neither party shall: (i) refer to itself as an authorized representative of the other in promotional, advertising, or other materials; or (ii) use the other party's logos, trade marks, service marks, carrier identification codes (ClCs), or any variations thereof in any of its promotional, advertising, or other materials, or in any activity using or displaying the other party's name or the Service(s) to be provided hereunder. Both parties agree to change or correct at their own expense any material or activity the affected party determines to be inaccurate, misleading, or otherwise objectionable under this section. Customer is authorized to use the following statements in its sales literature: (i) "Customer utilizes the Cincinnati Bell Telephone network." (ii) "Customer utilizes Cincinnati Bell Telephone provides only the network facilities;" and/or (iv) Cincinnati Bell Telephone is our network provider."
- 10. <u>Assignment</u>, Neither party hereto may assign this Agreement without the express written consent of the other party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing: (i) a security interest in this Agreement may be granted by CBT to any lender to secure borrowings by CBT or any of its Affiliates; (ii) either party may assign all its rights and obligations hereunder to any Affiliate; and (iii) any subsidiary of CBT may assign any amounts due from Castomer to CBT for billing purposes. Affiliate, as used herein, is defined as any entity controlled by, in control of, or under common control with the assigning party hereunder.
- 11. Binding Arbitration. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event resolution cannot be reached, such dispute shall be negotiated between appointed counsel or senior executives of the parties who have authority to settle the dispute. The disputing party shall give the other party written notice of the dispute and if the parties fail to resolve the dispute within thirty (30) days either party may seek arbitration. All disputes arising out of or relating to this Agreement shall be finally settled by binding arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio.
- 12. Legal Construction. In the event of any conflict between the provisions of these Terms and Conditions and the applicable Supplement, or Exhibit, the conflict shall be resolved by reference to the following order of priority of interpretation: a) Exhibit; b) Supplement, and c) Terms and Conditions. Notwithstanding the foregoing no Exhibit requiring execution shall be binding unless and until it has been duly executed.
- 13. No Personal Liability. Each action or claim of any party arising under or relating to this Agreement shall be made only against the other party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such party.
- 14. Discialmer Of Warranties, Unloss otherwise provided. CBT MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OF ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY CBT ARE HEREBY EXCLUDED AND DISCLAIMED. For purposes of this Section, the term "CBT" shall be deemed to include CBT, its affiliates, shareholders, directors, officers and employees, and any person or entity assisting CBT in its performance pursuant to this Agreement.



- 15. Limitalion of Liability. CBT's liability arising out the provision of services; (ii) delays in the restoration of Services: OR (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In NO EVENT SHALL CBT BE LIABLE TO CUSTOMER, CUSTOMER'S OWN CUSTOMERS, OR ANY OTHER THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, ACTUAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS. LOST REVENUES, OR LOST SAVINGS OF ANY KIND, ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER OR NOT CBT OR CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL CBT BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT CBT HAS PRIOR TO SUCH TIME COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER.
- 16. <u>System Maintenance</u>. In the event CBT determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, CBT will use good faith offorts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by CBT.
- 17. <u>Subject To Laws.</u> This Agreement is subject to, and Customer agrees to comply with, all applicable federal, state and local laws, and regulations, rulings, and order of governmental agencies, including but not limited to, the Communications Act af 1936, the Rules and Regulations of the Federal Communications Commission ("FCC"), state public utility or service commissions (PSC), and tariffs. Customer further agrees to obtain and maintain any and all required certifications, permits, licenses, approvals, or authorizations of the FCC and/or PSC and/or only governmental body, including, but not limited to regulations applying to feature group termination and Letter of Agencies ("LOAs).
- 18. <u>FCC Permits, Authorization And Filings.</u> CBT shall take all necessary and appropriate steps, as soon as possible, to procure the necessary authorizations and approvals, if any, from the FCC or any other federal or state agency required to deliver the Services hereunder to Customer. In the event that CBT cannot obtain all necessary federal, state, or local authority to provide Services hereunder, CBT shall promptly give written notice thereof to Customer and such notice shall constitute termination of this Agreement without further liability or obligation of either party.
- 19. Confidential Information. During the term of this Agreement and for two years thereafter, neither party shall disclose any terms or pricing contained in this Agreement or any confidential information disclosed by the other party. Confidential information shall remain the property of the disclosing party and shall be labeled as either "Confidential" or "Proprietary".
- 20. <u>Force Maleure.</u> CBT shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to: acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or milliary authority; national emergencies; insurrections; riots; wars; or strikes, lock outs, or work stoppages.
- 21. <u>Business Downturn.</u> In the event of a business downturn beyond Customer's control, a corporate divestiture, or a network optimization using other services provided by CBT, any of which significantly reduces the volume of services required by Customer to neet its revenue and/or volume commitments under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), CBT and Customer will use reasonable efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. By way of example, and not limitation, such alternative proposal may include changes in pricing, non-recurring charges, revenue and/or volume commitments, discounts, or multi-year service commitments.

- 15. <u>Limitation of Liability</u>. CBT's liability arising out the provision of: (i) the provision of Services; (ii) delays in the restoration of Services; OR (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. IN NO EVENT SHALL
 - 23. Events Of Default. A "Default" shall occur if (a) Customer fails to make payment as required under this Agreement and such failure remains uncorrected for five (5) calendar days after written notice from Supplier; or (b) either party fails to perform or observe any material term or obligation (other than making payment) contained in this Agreement, and any such failure remains uncorrected for thirty (30) calendar days after written notice from the non-defaulting party informing the defaulting party of such failure. If Customer uses the Services for any unlawful purpose or in any unlawful manner, CBT shall have the right to immediately suspend and/or terminate any or all Services hereunder without notice to Customer.
 - A. In the event of a Customer Default for any reason, CBT may: (i) suspend Services to Customer; (ii) cease accepting or processing orders for Services; (iii) withhold delivery of Call Detail Records (if applicable); and/or (iv) terminate this Agreement. If a Customer Default results in service termination, without cause, except as noted in section B below, prior to the expiration of the term, 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 or 24 month term payment plan. Customer agrees to pay CBT's reasonable expenses (including attorney and collection fees) incurred in enforcing CBT's rights in the event of a Customer default
 - B. Customer may terminate one (1) line for every ten (10) lines in service without termination fee. For example, a Customer with ten (10) lines may terminate one (1) line without termination fee, a Customer with twenty (20) lines may terminate two (2) lines without termination fee, a Customer with thirty (30) lines may terminate three (3) lines without termination fee, and so on.
 - C. If nonrecurring charges associated with the installation of a 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 eustomer will become liable for payment of the waived charges.
 - D. In the event of a CBT Default, Customer may terminate this Agreement without penalty. Customer will, however, remain liable for all charges incurred for Services provided prior to Customer's termination of this Agreement.

Commission approval of the termination liability for IFB contracts, as described above, is not intended to indicate that the Commission has approved or senctioned 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.

- 24. <u>Survival</u>, The covenants and agreements of Customer contained in this Agreement with respect to payment of amounts due, conflictationly, liability, and indemnification shall survive any termination of this Agreement. The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns of each party.
- Obligations Several And Not Joint. Each party shall be responsible only for its
 own performance under the Agreement (including any attachments exhibits,
 schedules or addenda) and not for that of any other party.
- Amendments / Riders. This Agreement may only be modified or supplemented by an instrument in writing executed by each party.
- Authentic Signature. Both parties agree that a fax signature constitutes an
 authentic signature on this Agreement and any additional order forms,
 supplements, attachments, addenda, exhibits or amendments incorporated herein.

Customer	Initials_	
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PRIME AdvantagesM Agreement

Customer Name		ATI BELL	ELL TELEPHONE CO.		Contract No.		
Address	Address 201 Fast Fou	Address 201 East Fourth Street, P.O. Box 2301			Order No.		
N-04	201 EBST OUTILIONES		(,) . O. Dax 2001		CBT Contact		
City State Zip Co	ode City	State		Zip Code	Peggy Kelly Telephone No.		
	Cincinnati,	Onic	}	45201	(513)397-0896		
Check Appropriate Transaction Type:	☐ MTM (12 I	Months)		24 Month	⊠ 36 Month ☐ 60 Mo	onth	
Feature Package (s) Optional Feature (s) Description	USOC	Ten (Moni		Quantity	Monthly Charge	Installation/ One-Time Charge	
TRUNK ADVANTAGE			<u>. </u>	11	\$ 368.43	\$ 0.00	
DID TRUNKS	D TRUNKS		36		114,66		
TWO WAY CHANNELS	WAY CHANNELS		36 15		191.09		
DID 20# BLOCKS		ļ		20	83,00		
EUCL					128,16		
911					2.88		
USF					10,32		
		<u> </u>				<u></u>	
				· · 			
in addition to contract charges, custo	mers will incur all regula	ited charge	s mand	ated by the Regu	latory Commissions with juris	diction over CBT.	
Remarks SPECIAL PRICING/RENEWAL			Subto	tal	\$ 898.54	\$ 0.00	
			Subto	tal From	\$ 030.04	\$ 0.00	
	2 T1'S BILLED SEPARATELY TODAY -WE ARE COMBINING-Approved to go to 1 T1 w/ No penanity			onal Pages		1	
Secondary Service Location (Address)				Grand Tot	\$ 898.54	\$0.00	
Street	Street			All Prices and Rates Are Exclusive of Tax, Service Line, Hunting and End			
City Slate	Zip Code		User Common Line Charges Installation/One-time charge does not cover premise technician work outside of				
			the hours 6 a.m. to 5 p.m.				
CUSTOMER'S SIGNATURE ACKNOWLEDGE OF THIS AGREEMENT AND THESE TERMS AL SIGNATURE ACKNOWLEDGES AUTHORIZA PRIME Advantage is a registered service mark of C	ND CONDITIONS APPL' TION FOR CBT TO REC	Y TO THIS	ORDER	AND ANY SUBS	EQUENT ORDERS ACCEPTED	D BY CBT. CUSTOMER'S	
Cincinnati Sell Telephone Company							
Martino II Ave			Received By: Peggy Helly_				
Primary Service Location (Address)			Accepted By:				
City State	Zip Code		_ '	·			
(Customer)			Terri Hemmer (Typed Or Printed Name)				
			Sales Manager				
By:		_	201	E 4th Street			
(Authoriz costonal signalure)			Adoress Cincinnati, Oh 45202				
(Typed Of Printed Name And Title)			City		State	Zip Code	
9/13/04/ (Date)			(Date)				

TRUNK AdvantageSM

Terms and Conditions Rev 8.11.03

1. Tariff Coverage

This TRUNK Advantage offering is provided pursuant to the provisions of the Company's General Exchange Tariff filed with and approved by the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky. The following conditions, while not all inclusive, are among those controlled by the General Exchange

- a) If customer terminates a TRUNK Advantage Service (which includes the facility, channels and optional features) prior to completion of the 12 month minimum service period or the VTPP contract period, they will be subject to termination charges.
- b) Conditions and regulations concerning the Variable Term Payment Plan (VTPP).
- c) Periods of service, including the 12 month minimum period of service. Service periods of 24 months, 36 months and 60 months are also available.
- d) Conditions and regulations concerning upgrades from existing analog trunk service to TRUNK Advantage, and applicable non-recurring charges.
- e) Billing for this service.
- f) Limitations of liability.

The General Exchange Tariffs are available for inspection at any company business office.

2. Changes in Service or Rates

Rates shown are those in effect on this date. Quantities shown are based upon information given by the Customer to Company on this date. In the event of (1) a change in the quantity of service requested by Customer and/or (2) the rates shown are not those in effect at the time of installation, an attachment will be provided to Customer by Company which will reflect the actual quantities and rates in effect for this service as installed and billed.

3. Subsequent Customer Orders

Additional channels, or facilities can be added to TRUNK Advantage service pursuant to the provisions of this Agreement and the company's General Exchange Tariff.

Additional orders can be coterminous with original expiration date. This contract applies to any additions matching the original expiration date. Additions with new expiration dates will require a new separate contact.

Charges for services not described herein including, but not limited to, service lines, private lines, and other terminal equipment and services are in addition to those specified herein.



4. Termination Charges

- a) If a Customer terminates service, without cause, prior to the expiration of the term, 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 or 60-month term payment plan.
- b) If Customer removes one or more facility(s), channel(s) and/or 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(s), channel(s), and/or optional feature(s) for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable 12, 24, 36 or 60-month term payment plan.
- c) If nonrecurring charges associated with the installation of a 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 Advantage 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.

5. Contract Expiration

If renegotiation of this contract does not occur before expiration, customer will be automatically changed to monthto-month service, subject to the rates and conditions of that service.

6. Upgrades

Customers wishing to upgrade existing analog trunk service or TRUNK Advantage to PRIME Advantage will not be charged installation for the number of existing trunks/channels that are moved to PRIME Advantage. Initial charges for facilities, features, and additional channels will still apply.

Customers wishing to upgrade existing TRUNK Advantage service to PRIME Advantage can terminate their current contract without penalty under the condition that a new PRIME Advantage contract is signed.

7. Compliance with Tariff

Customer agrees to comply with all of the provisions of the General Exchange Tariffs applicable to this service. In the event of any conflict between the provisions of this agreement and the Company's General Exchange Tariffs, the provisions of the General Exchange Tariffs will take precedence and be controlling



Additional Terms

General terms and conditions for TRUNK Advantage contracts are explained in the tariff. This explanation is for clarification and situations outside of those covered by the general terms and conditions.

- If tariffed rates go up before the expiration of a customer's contract, the customer will remain at the lower contracted rates until contract expiration.
- If tariffed rates go down before the expiration of a customer's contract, they will have the option to recast their
 contract for another 12 month minimum, 24 month, 36 month, or 60 month service period at the new tariffed
 rates. This is not an automatic process, it must be customer initiated.
- If the TRUNK Advantage facility is maintained, a customer may add, delete or change channels from their
 existing service without a new contract.
- If a customer wishes to add facilities to their current service, a new contract should be signed. There are two scenarios a customer can choose from:
 - The new contract can end coterminously with the original contract and follow the same rate structure, If
 this is the case, it must be stated in the remarks section of the contract, and referred to the original
 contract number. Be sure to state the date of expiration.
 - The new contract can be separate with its own expiration date and rates following the current tariffed rate structure.
- If the Customer believes they have been incorrectly billed, Customer should contact the CBT business office
 within sixty (60) days @ (513) 566-5050 to initiate a billing review. Invoices for non-regulated services not
 disputed within sixty (60) days will not be subject to dispute thereafter.
- If a customer moves their business to another location within our operating territory prior to the expiration of
 their contract, the contract will move with them. They will not suffer termination penalties unless they lessen
 the number of TRUNK Advantage facilities at the new location. The contract will continue with the original
 expiration date and rate structure. The customer will be subject to all normal installation and service charges
 associated with moving the service.

