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PUCO



Cincinnati BellSM

a *Broadwing* company

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,

A handwritten signature in cursive script that reads "Kathy Reid".

Kathy Reid
Regulatory Specialist
Government Relations

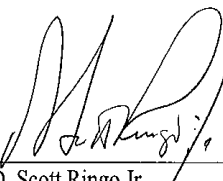
Attachment

This is to certify that the images appearing are an
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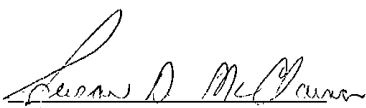
STATE OF OHIO)
)
COUNTY OF HAMILTON) s.s.

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. McClammon
Notary Public, State of Ohio
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.cincinnati-bell.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 ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☐ CTS (IXC) ☒ ILEC ☐ CLEC ☐ CMRS ☐ AOS

☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in 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-UNC. **It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.**

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 copies)
- ☐ 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 Service
 - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
 - ☐ 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 filing, 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)
 - ☐ 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 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
 - ☐ b. Reclassification of Service Among Tiers (**NOT** 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 1 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)
- ☐ 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)

- ☐ c. Withdrawal of service (0-day notice, 10 copies)
☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
☐ 21 New Price List Rate for Existing Service
☐ a. Tier 1 ☐ b. Tier 2
☐ 22 Designation of Registrant's Process Agent(s)
☐ 23 Update to Registrant's Maps
☐ 24 Annual Tariff Option For Tier 2 Services – indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- x 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
 CTR Docket No. 04 - 1064 - TP – CTR (Use same CTR number throughout calendar year)

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:

<input type="checkbox"/>	[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 any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[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.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[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.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 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 and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[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.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[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.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[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.
<input type="checkbox"/>	[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.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
x	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is x business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a x switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority 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.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[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).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. 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 all 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.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

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]

- IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the 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:

NOTE: 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 completion 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: ☐)

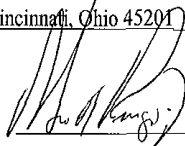
AFFIDAVIT

Compliance with Commission Rules and Service Standards

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

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 3, 2004 at 201 E. Fourth Street, Cincinnati, Ohio 45201
(Date) (Location)



Assistant Secretary November 3, 2004

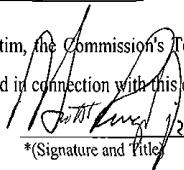
*(Signature and Title)

(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.***

VERIFICATION

I, D. Scott Ringo Jr. verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.



Assistant Secretary November 3, 2004

*(Signature and Title)

(Date)

****Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division *(or to the Telecommunications Division Chief if a prefiling submittal)*
180 East Broad Street, Columbus, OH 43215-3793



Term Plan Agreement

CUSTOMER NAME [REDACTED]		CINCINNATI BELL TELEPHONE COMPANY				CONTRACT # [REDACTED]		
ADDRESS [REDACTED]		ADDRESS 201 East Fourth Street, P. O. Box 2301				ORDER # [REDACTED]		
						CBT CONTACT [REDACTED]		
CITY [REDACTED]	STATE [REDACTED]	ZIPCODE [REDACTED]	CITY Cincinnati	STATE Ohio	ZIPCODE 45201	TELEPHONE # [REDACTED]		
Check appropriate transaction type: <input type="checkbox"/> One Year or More <input type="checkbox"/> Month to Month								
EQUIPMENT / SERVICE DESCRIPTION	PRICE ELEMENT CODE OR USOC	EQUIPMENT STATUS OR QUANTITY PURCHASED	TERM LENGTH OR TRANS TYPE	MAINT. TYPE	PURCHASE PRICE / LICENSE FEE	INSTALL CHARGES	TERM PLAN MONTHLY CHARGE	POST WARRANTY MAINTENANCE MONTHLY CHARGE
Prime Advantage		1	36 Mo..			0.00	650.00	
20 # DID Blocks		3	36 Mo.			0.00	0.00	
Totals this page						0.00	650.00	
Subtotals attached pages								
Subtotals						0.00	650.00	
Shipping Charge								
Service Charge								
Other Charges								
Credits								
Grand Totals excluding taxes						0.00	650.00	

LEGEND


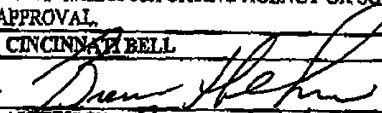

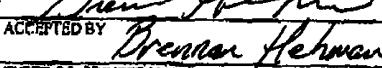

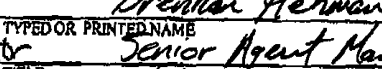

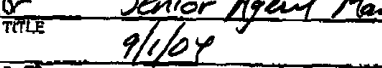

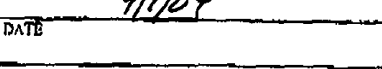
Equipment Status: W=Warranty Length:
N=new A=One Year
U=Used/Refurbished S=90 Days
P=Purchase In Place H=Other(Remarks)

Maintenance Type:
D=Business Day
C=Around the Clock
H=Other (Remarks)

Term Length or Transaction Type:
PUR=Purchase
MTC=Post Warranty Maintenance Only
H=Other (Remarks)
Or Term Length in Number of Months

REMARKS:

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		CINCINNATI BELL	
			
BY: AUTHORIZED CUSTOMER REPRESENTATIVE'S SIGNATURE DATE		ACCEPTED BY	
			
TYPED OR PRINTED NAME		TYPED OR PRINTED NAME	
			
TITLE		TITLE	
			
EQUIPMENT LOCATION ADDRESS		DATE	
			
DATE		DATE	
Dayton		OH	
CITY		STATE	
		45402	
		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 Agreement 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 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 herein.

 Customer Initials

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. Signatories to such Agreements shall be free to pursue whatever legal remedies they may have should a dispute arise.

5. 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.

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 Agreement without penalty under the condition that a new PRIME Advantage Agreement is signed.

Customers wishing to change existing PRIME 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.

 Customer Initials

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 tariffed 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 charges.
- 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:
 - 1) The new Agreement can end continuously 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. Be sure to state the date of expiration.
 - 2) 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 (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 Agreement, the Agreement will move with them. They will not suffer termination penalties unless they lessen the number of PRIME 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.

 Customer Initials



PRIME AdvantageSM Agreement

Check Appropriate Transaction Type: ☐ MTM (12 Months) ☐ 24 Month ☒ 36 Month ☐ 60 Month

In addition to contract charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.

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.

☐ MTM (12 Months) ☐ 24 Month ☒ 36 Month ☐ 60 Month

In addition to contract charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.

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Primary Service Location (Address)
City State Zip Code
(Customer)
(Authorized Customer Signature)
(Typed Or Printed Name And Title)
(Date)

Accepted By:

(Date)

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 contract.

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.

 Customer Initials

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.

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.

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

 Customer Initials

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.
 - 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 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.



Customer Initials

PA 90
(1/95)

PRIME AdvantageSM Agreement

Check Appropriate Transaction Type: ☐ MTM (12 Months) ☐ 24 Month ☒ 36 Month ☐ 60 Month

In addition to contract charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.

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.

[Redacted]
 Primary Service Location (Address)
 [Redacted]
 City [Redacted] State [Redacted] Zip Code [Redacted]
 (Customer)
 [Redacted]
 By: [Redacted]
 (Authorized Customer Signature)
 (Typed Or Printed Name And Title)
 [Redacted]
 (Date) 9-28-04

Cincinnati Bell Telephone Company
 Received By: [Signature]
 Accepted By: [Signature]
 Jennifer M. Snow
 (Typed Or Printed Name)
 Business Account Manager
 (Title)
 2100 Sherman Ave
 Address
 Cincinnati
 City OH 45212
 State Zip Code
 (Date) 9/28/04

Cincinnati Bell Telephone Company

Received By:

Accepted By:

Jennifer M. Snow

(Typed Or Printed Name)

Business Account Manager

(Title)

2100 Sherman Ave

Address

Cincinnati

City	
------	--

OH

State

45212

Zip Code

(Date)

Additional Terms

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- 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.
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 Customer Initials

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 contract.

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.

 Customer Initials

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.

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.

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

 Customer Initials

Term Plan Agreement

CININNATBELLI	
CUSTOMER	DATE
STAMPED DATE AND TIME	DATE
TYPED OR PRINTED NAME	TYPED OR PRINTED NAME
TITLE	TITLE
EQUIPMENT LOCATION ADDRESS	DATE
DATE	
STATE	ZIP CODE



PA 90
(1/95)

Check Appropriate Transaction Type: ☐ MTM (12 Months) ☐ 24 Month ☐ 36 Month ☒ 60 Month

In addition to contract charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.

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.

Received By:

Accepted By:

T...

(Typed Or Printed Name)

(Title)

Address

City

(Date)

Primary Service Location (Address)

City _____ State _____

(Custom

By:

Authorized Signature: _____

(Typed or Printed Name And Title)

(Date)

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 VTTP contract period, they will be subject to termination charges.
- b) Conditions and regulations concerning the Variable Term Payment Plan (VTTP).
- 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 contract.

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.

 Customer Initials

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.

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.

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.




Customer Initials

Additional Terms

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- 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.
 - 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 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.

 Customer Initials

Sep 14 04 08:48a

P.6



Term Plan Agreement

CUSTOMER NAME		CINCINNATI BELL TELEPHONE COMPANY		CONTRACT #	
ADDRESS		ADDRESS		ORDER #	
		201 East Fourth Street, P. O. Box 2301			
CITY		Cincinnati	Ohio	45201	CITY CONTACT
STATE	ZIP CODE	CITY	STATE	ZIP CODE	TELEPHONE #
					513-541-3805

Check appropriate transaction type: ☒ One Year or More ☐ Month to Month

EQUIPMENT / SERVICE DESCRIPTION	PRICE ELEMENT CODE OR USOC	EQUIPMENT STATUS OR QUANTITY PURCHASED	TERM LENGTH OR TRANS TYPE	MAINT. TYPE	PURCHASE PRICE / LICENSE FEE	INSTALL. CHARGES	TERM PLAN MONTHLY CHARGE	POST WARRANTY MAINTENANCE MONTHLY CHARGE
PRI Facility			36 Mth.			Waived	\$448.94	
23 Two-Way DID Channels			36 Mth.			Waived	\$211.37	
DID Blocks of 20 #			36 Mth.			Waived	\$ 8.39	
Call ID			36 Mth.			Waived	\$115.00	
Port/EUCL/PII/LNP						Waived	\$ 64.39	
Mercon T1 - between Glenway and Hamilton						Waived	\$386.13	
Subtotals							\$1,236.13	
Shipping Charge								
Service Charge								
Other Charges								
Credits								
Grand Total's evolution cover								

LEGEND
 Equipment Status: Warranty Length:
 N=New A=One Year
 U=Used/Refurbished B=90 Days
 P=Purchase in Place H=Other(Remarks)
 Maintenance Type:
 D=Business Day
 C=Around the Clock
 H=Other (Remarks)
 Term Length or Transaction Type:
 PUR=Purchase
 MTC=Post Warranty Maintenance Only
 H=Other (Remarks)
 Or Term Length in Number of Months

1236.13

REMARKS: THIS ORDER IS FOR A PRIME ADVANTAGE AND A MERCONET T1. 1 PRI/23 Two-Way DID's/2 DID Blocks/Call ID. Merconet is for T1 between Hamilton Ave. and Glenway Ave.

All Standard FCC Taxes and Charges will apply.

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	CINCINNATI BELL
X	ACCEPTED BY
BY SIGNING, CUSTOMER HAS MADE THE FOLLOWING STATEMENT:	Brennan Hehman
DATE	9-13-04
TYPED OR PRINTED NAME	Brennan Hehman
TITLE	Senior Agent Manager
DATE	9/21/04
CITY	



PA 90
(1/95)

TRUNK AdvantageSM Agreement

Customer Name [REDACTED]			CINCINNATI BELL TELEPHONE CO.			Contract No.	
Address [REDACTED]			Address 201 East Fourth Street, P.O. Box 2301			Order No.	
						C&T Contact Todd Geiser	
City	State	Zip Code	City	State	Zip Code	Telephone No. 513-397-6827	
[REDACTED]	[REDACTED]	[REDACTED]	Cincinnati,	Ohio	45201		

Check Appropriate Transaction Type: ☐ MTM (12 Months) ☐ 24 Month ☐ 36 Month ☐ 60 Month

Feature Package (s) Optional Feature (s) Description	USOC	Term (Months)	Quantity	Monthly Charge	Installation/ One-Time Charge
Trunk Adv. Facility	D7W	24	1	454.32	0.00
Two Way Channels	T2PCX	24	23	276.00	0.00
Emergency Redirect	D4R/DPX	24	1	0.00	0.00
EUCL			23	122.82	
911			23	2.76	
LNP USE			23	17.94	

In addition to contract charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.

Remarks			Subtotal			\$873.84			0.00		
Install on Emergency Redirect Waived PDP			Subtotal From Attached Additional Pages								
Secondary Service Location (Address)			Grand Total			\$873.84			0.00		
Street			All Prices and Rates Are Exclusive of Tax, Service Line, Hunting and End 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.								
City State Zip Code											

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.

Cincinnati Bell Telephone Company

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).
- 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 contract.

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.

 Customer Initials

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 month-to-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

 Customer Initials

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:
 - 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.
 - 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.

 Customer Initials

Aug 03 04 04:51p

P.2

AUG 03 '04 16:18 FR

P.01/01

ACTN: [REDACTED]

FROM: [REDACTED]

Alternate Channels

Term Plan Agreement

CINCINNATI BELL TELEPHONE COMPANY			CONTRACT #		
ADDRESS 201 East Fourth Street, P. O. Box 2301			ORDER #		
Cincinnati Ohio 45201			CITY CONTACT		
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
					TELEPHONE # 513-539-4000

Check appropriate transaction type: <input checked="" type="checkbox"/> One Year or More <input type="checkbox"/> Month to Month		EQUIPMENT STATUS OR QUANTITY PURCHASED		TERM LENGTH OR TRANS TYPE		MAINT. TYPE		PURCHASE PRICE/ LICENSE FEE		INSTALL CHARGES		TERM PLAN MONTHLY CHARGE		POST WARRANTY MAINTENANCE MONTHLY CHARGE	
EQUIPMENT / SERVICE DESCRIPTION	PRICE ELEMENT CODE OR USOC														
1 TA/24 Two-Way DID w/ 5 DID Blocks				36 Mth.						Waived		\$650.00			
5 Additional DID Blocks				36 Mth.						Waived		\$ 62.25			
1 PB				36 Mth.						Waived		\$ 34.99			
15 PB's				36 Mth.						Waived		\$374.85			
1 Additional Business Listing										Waived		\$ 4.20			
911 & USW										Waived		\$ 22.00			
LEGEND															
Equipment Status: Warranty Length: N=New A=One Year U=Used/Refurbished B=90 Days P=Purchase in Place H=Other(Remarks) Maintenance Type: D=Business Day C=Around the Clock H=Other (Remarks) Term Length or Transaction Type: PUR=Purchase MTC=Post Warranty Maintenance Only H=Other (Remarks) Or Term Length in Number of Months															
Subtotal										\$1,148.29					
Shipping Charge															
Service Charge															
Other Charges															
Credits															
Grand Totals excluding taxes										\$1,148.29					

TRK ADV
712.25

74
FB'S

4/26/04
75

REMARKS: THIS ORDER IS FOR A TRUNK ADVANTAGE - 1 TA/24 Two-Way DID w/ 20 DID Blocks /16 PB's
All Standard FCC Taxes and Charges will apply.

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	CINCINNATI BELL
X [REDACTED] 8/3/04	ACCEPTED BY [Signature]
[REDACTED] REPRESENTATIVE'S SIGNATURE / DATE	TYPED OR PRINTED NAME Senior Agent Manager
[REDACTED]	TITLE
[REDACTED]	DATE 10/13/04
[REDACTED]	
CITY	STATE
	ZIP CODE

TRUNK AdvantageSM
Terms and Conditions

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).
- 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 contract.

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.

Customer Initials

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 month-to-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.

 Customer Initials

- 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 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:
 - 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.
 - 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.

Customer Initials



Centrex Service Agreement

CSA
(09/01)

Customer Name [Redacted]	CINCINNATI BELL TELEPHONE CO	Contract No
Address [Redacted]	Address 201 East Fourth Street P.O. Box 2301	Order No
City State Zip Code [Redacted]	City State Zip Code Cincinnati, Ohio 45201	CBT Contact Angela Wall
Customer Billing Telephone Number [Redacted]		Telephone No 513-397-7625

Check Appropriate Transaction Type:	<input checked="" type="checkbox"/> Term Plan	<input type="checkbox"/> Month-To-Month			
Feature Package(s) Optional Feature(s) Description	USOC	Term (Months)	Quantity	Monthly Charge	Installation One-Time Charge
Centrex 2000 Deluxe		60		180 ⁰⁰	
Non-Contractual				26 ²⁴	

Remarks	Subtotal	206 ²⁴
	Subtotal From Attached Additional Pages	
Secondary Service Location (Address)	Grand Total	206 ²⁴
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 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.

Primary Service Location (Address)
City State Zip Code
(Customer)
By: [Redacted Signature]
(Authorized Person)
(Typed Or Printed Name And Title)
(Date) 09/10/04

Cincinnati Bell Telephone Company

Received By: [Signature]
Accepted By: [Signature]
CHRISTIAN KRUPA (Typed or Printed Name)
SALES MGR (Title)
Address
City State Zip Code
(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 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.
- 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.
- d) 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 (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 termination charge equal to the lesser of:

- 1. 50 percent of the removed service contract amount, or
- 2. 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 incur 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.

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 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.
- h) 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) 568-5050 to initiate a billing review. Invoices for non-regulated services not disputed within sixty (60) 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 service requested by Customer and/or (2) the rates shown are not those in effect at the time of installation, a attachment 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 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 alternative 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 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.

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 Representative.

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



Cincinnati Bell
Telephone

PRIME AdvantageSM Agreement

PA 90
(1/95)

Customer Name [REDACTED]		CINCINNATI BELL TELEPHONE CO.	Contract No.
Address [REDACTED]		201 East Fourth Street, P.O. Box 2301	Order No.
City [REDACTED]	State [REDACTED]	Zip Code [REDACTED]	CBT Contact Julie Conrad
City Cincinnati,	State Ohio	Zip Code 45201	Telephone No. 513-397-2124

Check Appropriate Transaction Type: ☐ MTM (12 Months) ☐ 24 Month ☒ 36 Month ☐ 60 Month

Feature Package (s) Optional Feature (s) Description	USOC	Term (Months)	Quantity	Monthly Charge	Installation/ One-Time Charge
PRIME ADVANTAGE		36	1	\$ 481.05	\$ 0.00
TWO WAY DID TRUNKS		36	15	367.50	0.00
DID 20# BLOCKS	NEF	36	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
CALLER ID		36	1	115.00	0.00

In addition to contract charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.

Remarks	Subtotal	\$ 1,065.45	\$ 0.00
	Subtotal From Attached Additional Pages		
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 of the hours 8 a.m. to 5 p.m.		

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.

Cincinnati Bell Telephone Company

Received By:

Accepted By:

Scott Bell

(Typed Or Printed Name)

(Title)

Address

City

State

Zip Code

9-10-04

Primary Service Location (Address)
[REDACTED]
City State Zip Code
[REDACTED]
(Customer)
By: [REDACTED]
(Authorized Customer Signature)
(Typed Or Printed Name And Title)
[REDACTED]

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 contract.

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.

 Customer Initials X

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.

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.

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.

 Customer Initials X

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.
 - 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 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.

 Customer Initials X



Centrex Service Agreement

CSA
(09/01)

Customer Name [REDACTED]		CINCINNATI BELL TELEPHONE CO		Contract No	
Address [REDACTED]		Address 201 East Fourth Street P.O. Box 2301		Order No N 0072894	
City	State	Zip Code	City	State	Zip Code
[REDACTED]	[REDACTED]	[REDACTED]	Cincinnati,	Ohio	45201
Customer Billing Telephone Number [REDACTED]			CBT Contact Elaine Davis Cyndia Meierdiercks Telephone No 513-397-9973		
Check Appropriate Transaction Type: <input checked="" type="checkbox"/> Term Plan <input type="checkbox"/> Month-To-Month					
Feature Package(s) Optional Feature(s) Description	USOC	Term (Months)	Quantity	Monthly Charge	Installation One-Time Charge
Centrex		36	9	\$243.00	\$0.00
Remarks Replace Current Sprint Centrex		Subtotal		\$243.00	\$0.00
Secondary Service Location (Address)		Subtotal From Attached Additional Pages			
Street		Grand Total		\$243.00	\$0.00
City	State	Zip Code	All Prices and Rates Are Exclusive of Tax, Service Line, Hunting and End User Common Line Charges		

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.

Cincinnati Bell Telephone Company

Primary Service Location (Address)
[REDACTED]
City [REDACTED] State [REDACTED] Zip Code [REDACTED]
(Customer)
By: [REDACTED]
(Authorized Customer Signature)
(Typed or Printed Name And Title)
6/29/04
(Date)

Received By:
Accepted By: *[Signature]*
Jeremy Geisler
(Typed or Printed Name)
(Title)
Address
City **6/30/04** State Zip Code
(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 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.
- 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.
- d) 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 (i.e. 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 termination charge equal to the lesser of:
 1. 50 percent of the removed service contract amount, or
 2. 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 incur 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.

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 attendant lines X (12 - the number of months in service).

Notwithstanding 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.

- a) Cancellation or delayment of service prior to the date of installation.
- b) Billing for this service.
- c) Limitations of liability.
- d) 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.
- e) If the Customer believes they have been incorrectly billed, Customer should contact the CBT business office within sixty (60) days of (513) 598-5050 to initiate a billing review. Invoices for non-regulated services not disputed within sixty (60) days will not be subject to dispute thereafter.
- f) **Force Majeure.** Neither party shall have liability for damages due to any cause beyond that party's reasonable control, including but not limited 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 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.

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 a change in the quantity or features of service requested by Customer, an attachment 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. The rates as agreed 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 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 alternative 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 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.

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 Representative.

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.

6. Compliance With Tariff

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

6/27/04



TRUNK AdvantageSM Agreement

Check Appropriate Transaction Type: ☐ MTM (12 Months) ☐ 24 Month ☒ 36 Month ☐ 60 Month

In addition to contract charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.

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.

Received By:

Accepted By: Teceri Hemmer
Teceri Hemmer
 (Typed Or Printed Name)
Sales Manager
 (Title)
2100 Sherman Ave
 Address
Canta Ohio
 City State Zip Code
9-1-04
 (Date)

[Redacted]
 Primary Service Location (Address)
 [Redacted]
 [Redacted] Zip Code
 [Redacted]
 (Customer)
 By: [Redacted]
 (Authorized Customer Signature)
 [Redacted]
 (Typed Or Printed Name And Title)
 8-31-04
 (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 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 VTTP contract period, they will be subject to termination charges.
- b) Conditions and regulations concerning the Variable Term Payment Plan (VTTP).
- 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 contract.

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.

 Customer Initials

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 month-to-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.


 Customer Initials

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:
 - 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.
 - 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.

 Customer Initials

 Cincinnati Bell					
PRODUCTS AND SERVICES AGREEMENT					
Customer Name		Address		Date	
[REDACTED]		CINCINNATI BELL TELEPHONE		30-Sep-04	
Address		City		Contract Number	
201 East Fourth St, 2301		Cincinnati		[REDACTED]	
City	State	Zip Code	City	State	Zip Code
[REDACTED]	OH	45202	[REDACTED]	OH	45202
CST Technical Contact		CST Contact		Telephone No.	
Dan Mazza		513-397-7250		Anne Sheridan 513-397-5799	
Contract Term: 12 Months					
Service Description	USOC	Qty	Monthly Charge	Installation Charge	
Prime Advantage Facility	DZG	2	\$1,010.30		
Two-Way/DID Trunks	DZFCX	48	\$821.48		
Caller ID	ZCN	2	\$100.00		
In addition to contract charges, customers will incur all regulated charges established by the Regulatory Commissions with jurisdiction over CBT.					
Remarks		Subtotal			
Pricing does not include FCC charges. Contract co-terminous with Master Agreement		\$1,731.76			
Secondary Service Location (Address)		Subtotal Firm Add'l Firm Charges			
[REDACTED]		Grand Total			
Street		All Prices and Fees are Exclusive of Tax, Service Line, and End User Common Line Charges. Installation/One-Time charge does not cover premise technician work outside of the hours 9 a.m. to 5 p.m.			
City	State	Zip Code			
[REDACTED]	[REDACTED]	[REDACTED]			
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. TRUNK, PRIAR and INTEGRATED Advantage are registered service marks of Cincinnati Bell Telephone.					
Cincinnati Bell Telephone Company			Received By:		
Primary Service Location (Address)			Accepted By:		
[REDACTED]			[REDACTED]		
City			State		
[REDACTED]			[REDACTED]		
(Customer)			Mark Lundahl		
By: [REDACTED]			(Typed Or Printed Name)		
(Authorized Customer Signature)			Sales Manager		
[REDACTED]			(Title)		
(Typed or Printed Name and Title)			201 E. 4th St, 102-1138		
9-30-04			Address		
(Date)			Cincinnati OH 45202		
			City		
			State		
			Zip Code		
			(Date)		

SD. 10-6-04



**Cincinnati Bell
Telephone®**

Centrex Service Agreement

CSA
(8/95)

Customer Name [REDACTED]	CINCINNATI BELL TELEPHONE CO	Contract No
Address [REDACTED]	Address 201 East Fourth Street P.O. Box 2301	Order No
[REDACTED]		CBT Contact Brian Andrews
City State Zip Code [REDACTED]	City State Zip Code Cincinnati, Ohio 45201	Telephone No 513-397-6852

Check Appropriate Transaction Type: ☒ Term Plan ☐ Month-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		Subtotal		\$426.60	\$ 0.00
		Subtotal From Attached Additional Pages			
Secondary Service Location (Address)		Grand Total		\$426.60	\$ 0.00
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 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.

Cincinnati Bell Telephone Company

[REDACTED]
Primary Service Location (Address)
[REDACTED]
City State Zip Code
[REDACTED]
(Customer)

By: [REDACTED]
(Authorized Customer Signature)

(Typed Or Printed Name And Title)

(Date)

Received By:

Accepted By:

Brian Andrews

(Typed or Printed Name)

Business Account Manager

(Title)

221 East Fourth Street

Address

Cincinnati, Ohio 45202

City

State

Zip Code

(Date)

9/14/2004



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 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.
- 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.
- d) 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 (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 termination charge equal to the lesser of:

- 1. 50 percent of the removed service contract amount, or
- 2. 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 incur 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.

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 attendant lines X (12 - the number of months in service).

- e) Cancellation or deferral of service prior to the date of installation.
- f) Billing for this service.
- g) Limitations of liability.
- h) 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 of (513) 588-5050 to initiate a billing review. Invoices for non-regulated services not disputed within sixty (60) 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 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, 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 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 alternative 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 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.

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 Representative.

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

RBC 9-14-04





CSA
(8/95)

Check Appropriate Term: ☐ 12 Month ☐ 24 Month ☒ 36 Month ☐ 60 Month

Remarks	Subtotal	\$ 210.00
	Subtotal From Attached Additional Pages	
Secondary Service Location (Address)	Grand Total	\$ 210.00
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 ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED HERETO 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.

Customer Signature: 	CBT Signature: 
Date: 10-13-04	Date: 10-16-04

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

1. **Payment Terms.** Invoices for Services are 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 month; (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 (or (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.
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 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.
3. **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 (1FB Service Agreement Order Form) of this Agreement.
5. **Waiver Of Breach 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. **Bankruptcy.** In the event of the bankruptcy or insolvency of either party or if 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.
7. **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, 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 libel, 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.
9. **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 provides only the network facilities," and/or (iv) Cincinnati Bell Telephone is our network provider."
10. **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.
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. **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.

15. **Limitation of Liability.** CBT's liability arising out of 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 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. **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 CBT.
17. **Subject To Laws.** 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 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 Filings.** 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. **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 one or 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 Downtime.** 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. **Technology Upgrade.** 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 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 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 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.
24. **Survival.** 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.
25. **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.
26. **Amendments / Riders.** This Agreement may only be modified or supplemented by an instrument in writing executed by each party.
27. **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 _____







CSA
(8/95)

Check Appropriate Term: ☐ 12 Month ☐ 24 Month ☒ 36 Month ☐ 60 Month

Remarks	Subtotal	\$70.00	0
	Subtotal From Attached Additional Pages		
Secondary Service Location (Address)	Grand Total	\$70.00	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 ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED HERETO 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.

Customer Signature: 	CBT Signature: 
Date: 	Date: 

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

1. **Payment Terms.** Invoices for Services are 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 month; (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 (at (513) 566-5058) 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 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.
3. **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 (1FB Service Agreement Order Form) of this Agreement.
5. **Waiver Of Breach 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. **Bankruptcy.** In the event of the bankruptcy or insolvency of either party or if 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.
7. **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, 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 libel, 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 Indemnification section shall survive termination of this Agreement, regardless of the reason for termination.
9. **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 provides only the network facilities," and/or (iv) Cincinnati Bell Telephone is our network provider."
10. **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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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. **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 one or 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 Downtime.** In the event of a business downtime 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. **Technology Upgrade.** 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 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 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. **Survival.** 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.
25. **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.
26. **Amendments / Riders.** This Agreement may only be modified or supplemented by an instrument in writing executed by each party.
27. **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 _____





CSA
(8/95)

Check Appropriate Term: ☐ 12 Month ☐ 24 Month ☒ 36 Month ☐ 60 Month

Remarks	Subtotal	\$70.00	0
	Subtotal From Attached Additional Pages		
Secondary Service Location (Address)	Grand Total	\$70.00	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 ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED HERETO 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.

Customer Signature: 	CBT Signature: 
Date: 10-13-04	Date: 10-16-04

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

1. **Payment Terms.** Invoices for Services are 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 month; (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 @ (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.
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 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.
3. **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 (1FB Service Agreement Order Form) of this Agreement.
5. **Waiver Of Breach 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. **Bankruptcy.** In the event of the bankruptcy or insolvency of either party or if 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.
7. **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, 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 libel, slander, or invasion of privacy, arising, directly or indirectly, out of the provision of Service pursuant to this Agreement.
9. **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 provides only the network facilities," and/or (iv) Cincinnati Bell Telephone is our network provider."
10. **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.
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. **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.

15. **Limitation of Liability.** CBT's liability arising out of 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 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. **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 CBT.
17. **Subject To Laws.** 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 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 future group termination and Letter of Agencies ("LOAs").
18. **FCC Permits, Authorization And Filings.** 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. **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 one or 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 Downtime.** 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. **Technology Upgrade.** 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 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 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 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.
24. **Survival.** 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.
25. **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.
26. **Amendments / Riders.** This Agreement may only be modified or supplemented by an instrument in writing executed by each party.
27. **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 _____




CSA
(8/95)

Check Appropriate Term: ☐ 12 Month ☐ 24 Month ☒ 36 Month ☐ 60 Month

Remarks			Subtotal	\$ 210.00	
			Subtotal From Attached Additional Pages		
Secondary Service Location (Address)			Grand Total	\$ 210.00	
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 ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED HERETO 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.

Customer Signature: 	GBT Signature: Scott Beck
Date: 10-13-04	Date: 10-16-04

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

1. **Payment Terms.** Invoices for Services are 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 month; (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 (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.
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 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.
3. **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 (1FB Service Agreement Order Form) of this Agreement.
5. **Waiver Of Breach 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. **Bankruptcy.** In the event of the bankruptcy or insolvency of either party or if 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.
7. **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, 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 libel, 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 Indemnification section shall survive termination of this Agreement, regardless of the reason for termination.
9. **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 provides only the network facilities," and/or (iv) Cincinnati Bell Telephone is our network provider."
10. **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.
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. **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.

15. **Limitation of Liability.** CBT's liability arising out of 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 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. **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 CBT.
17. **Subject To Laws.** 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 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 Filings.** 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. **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 one or 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 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. **Technology Upgrade.** 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 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 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 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.
24. **Survival.** 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.
25. **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.
26. **Amendments / Riders.** This Agreement may only be modified or supplemented by an instrument in writing executed by each party.
27. **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 _____



PRIME AdvantageSM Agreement

Check Appropriate Transaction Type: ☐ MTM (12 Months) ☐ 24 Month ☒ 36 Month ☐ 60 Month

In addition to contract charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.

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.

Cincinnati Bell Telephone Company
Received By: *Peggy Kelly*
Accepted By: _____
Terri Hemmer
(Typed Or Printed Name)
Sales Manager
(Title)
201 E 4th Street
Address
Cincinnati, Oh 45202
City State Zip Code
(Date) _____

Harrison Ave
Primary Service Location (Address)

City State Zip Code

(Customer)
By: _____
(Authorized Customer Signature)

(Typed Or Printed Name And Title)
7/13/04
(Date)

Cincinnati Bell Telephone Company,

Received By:

Accepted By:

Terri Hemmer

(Typed Or Printed Name)

Sale

(Title)

201 E

Address

Cir

City

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).
- 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 contract.

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.

 Customer Initials

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 month-to-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.

 Customer Initials

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:
 - 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.
 - 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.

 Customer Initials