

CINCINNATI BELL EXTENDED TERRITORIES LLC
Nonresidence Service Agreement - Local Telephone Services

Section 2 - Definitions

Certain terms used generally throughout this Nonresidence Service Agreement are defined as follows.

1. Agreement

The terms and conditions set forth herein which constitute an agreement between Cincinnati Bell Extended Territories LLC and the Customer for the provision of local telephone services as defined herein. Unless expressly stated otherwise, these terms and conditions also apply to customers who have entered into a separate contract for services for a specified time period; provided, however, in the event of a conflict between the terms in the separate contract and the terms in this Agreement, the terms in the separate contract shall control with respect to services subject to that contract.

2. Basic Local Exchange Service

Basic local exchange service has the same meaning as set forth in Section 4927.01(A), Ohio Revised Code

3. Central Office

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

4. Central Office Line

A circuit used within a central office to connect to an individual line.

5. Class of Service

The term used in describing exchange service with respect to the character of use to be made of the service. The Company furnishes two classes of service: residence and non-residence.

6. Company

Cincinnati Bell Extended Territories LLC (CBET) which is the issuer of this Service Agreement.

7. Communication-Impaired Person

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

8. Commission

The Public Utilities Commission of Ohio (PUCO).

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9. Continuous Property

The plot of ground occupied by the customer, together with any buildings upon it, which is not separated by public highways or by property occupied by others. If a customer occupies properties on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, these properties are treated as continuous property, provided local wire or cable facilities are used and the customer furnishes all local distribution pole line facilities or underground conduit required in connection with the wire or cable.

For the purpose of determining the application of charges, continuous property is additionally defined as follows when apartments, office buildings, or shopping center malls occupied by more than one customer are involved:

For residence service, the apartment occupied by the customer.

For nonresidence service, the space (single office, or two or more offices on the same or different floors) occupied by the customer, whether or not it is separated by space occupied by others. If service is being relocated and the customer vacates the space from which service is being relocated, the relocation is considered to involve non-continuous property.

10. Contract

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

11. Customer

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

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12. Demarcation Point (Network Interface)

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

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

a. Single Unit Installations

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

b. Multiunit Installations

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

13. Directory Listing

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

14. Exchange

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

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15. Exchange Access Line

Denotes all equipment and facilities from the central office line up to and including the Company-provided and maintained network interface or demarcation point on a customer's premises, encompassing the central office line and all lines connected to a central office line for access to an exchange.

16. Individual Case Basis (ICB)

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

17. Initial Service Period

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

18. Interconnection

Local traffic exchange that provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for local traffic exchange, the call must be originated by an end user of a company that is authorized (certified) by the PUCO to provide local exchange service, and originates and terminates within a local calling area of the Company.

19. Local Calling

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

20. Local Exchange Carrier (LEC)

A company that furnishes local exchange telephone service.

21. Network Interface Device (NID)

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

22. Nonrecurring Charges

The one-time initial charges for service or facilities, including but not limited to charges for construction, installation, or special fees.

23. PUCO

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

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24. Recurring Charges

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

25. Resale of Services

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

26. Service Agreement

Same as Agreement

27. Service Commencement Date

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

28. Service Order Charge

A charge to a customer when ordering select services. The charge is applicable per order on subsequent orders.

29. Services

The Company's telecommunications services offered on the Company's network.

30. Termination Charge

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