

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

Section 3 - Regulations

A. GENERAL

The regulations in this section 3 apply to all services contained within this service agreement unless otherwise noted.

Revisions to this service agreement will be effective as shown by the dates in this service agreement.

B. OBLIGATIONS AND LIABILITY OF COMPANY

1. Liability Limitations

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

2. Availability of Facilities

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

3. Service Irregularities and Interruptions

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

No credit allowance will be made for interruptions due to electric power failure where the customer is responsible for providing electric power.

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

4. Transmitting Messages

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

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5. Use of Connecting Company Lines

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

6. Defacement of Premises

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

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

C. MINIMUM TELEPHONE SERVICE STANDARDS

The Company will provide service in compliance with the Minimum Telephone Service Standards, Chapter 4901:1-5, O.A.C. as currently or prospectively established by the Public Utilities Commission of Ohio.

D. OWNERSHIP AND USE OF SERVICE, FACILITIES, AND EQUIPMENT

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

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

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

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E. CONNECTIONS OF CUSTOMER-PROVIDED TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS

Customer-provided terminal equipment, communications systems, and inside wire may be connected at the customer's premises to telecommunications services furnished by the Company, where the connections are made in accordance with the provisions of Part 68 of the Federal Communications Commission's (FCC's) Rules and Regulations and this Nonresidence Service Agreement.

a. Responsibility of the Customer

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

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

The Customer assumes the risk of loss of service, damage to property or death or injury of the Customer or the Customer's agent with respect to operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire.

b. Responsibility of The Company

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

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

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

c. Recording of Two-Way Telephone Conversations

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

d. Violation of Regulations

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

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

e. Connections of Registered Equipment

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

Customer-provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected to the telecommunications network at the customer premises, subject to FCC Part 68.

f. Premises Wiring Associated With Registered Communications Systems

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

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

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F. USE OF CUSTOMER LOCAL EXCHANGE SERVICE

Customer Local Exchange service, as distinguished from public telephone service, is furnished only for use by the customer, employees or representatives, or guests of the customer, except as the use of the service may be extended to:

1. Patrons, as opposed to tenants, of the customer where the use of the service by the patron is incidental to his patronage of the customer. No charge except for reimbursement of toll charges may be made by the customer to the patron for such use.
2. Patrons of the customer, and to the public in general, in connection with automatic dialing telephone units arranged for the origination of calls only to preselected telephone numbers.
3. Medical doctor employees of the customer (hospital) for the conduct of their private practice on the premises of the customer (hospital).
4. Another party on a different premises, to provide for answering calls during the customer's absence. A termination of this type is furnished only with the understanding that outward calls are not to be placed from it, and on the condition that separate exchange service is available to the other party on the same premises.
5. A communications common carrier in the provision of overseas data message service.
6. Students, faculty members or employees who reside in dormitories or other residential quarters owned, leased, or under control of a college or university.
7. Patrons of shared tenant service customers.

The Company will refuse to install service, or to permit service to remain, on premises of a public nature, where the equipment is located so that the public in general, except as stated in this part D, may make use of the service.

The Customer is responsible for preventing any unauthorized use of the services in this Nonresidence Service Agreement, and the Customer is solely responsible for making payment resulting from such unauthorized use.

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G. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

An application for service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired under it may be assigned or transferred in any manner except as specifically provided for in this service agreement. Requests for additional service, when established, become a part of the original contract, except that each item of additional service is furnished subject to payment of applicable charges. Any change in rates or regulations acts as a modification of all contracts to that extent, without further notice.

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

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

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

2. Application of Nonresidence and Residence Rates

Although the location of a customer's telephone service or the type of directory listing desired may in most cases serve as a satisfactory basis for determining whether nonresidence or residence rates apply, final determination will be based on the criteria below.

Telephone service is classified and charged for as nonresidence when a nonresidence listing is furnished. Telephone service is also classified and charged for as nonresidence when:

The service is:

- a. Used regularly in the pursuit of monetary gain from an occupation, commercial activity, or industrial effort; or
- b. Used primarily in conjunction with a nonprofit activity of a service, organizational, professional, institutional, or charitable nature; or
- c. Advertised regularly for the purpose of soliciting calls to the customer's telephone number;

and, the customer is not:

- d. A customer of other nonresidence telephone service used in the principal conduct of the activity in which the customer is engaged; or
- e. An employee or a representative of a customer of other nonresidence telephone service used in the principal conduct of the activity in which the customer is engaged.

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3. Deposits

The Company will comply with the Minimum Telephone Service Standards (MTSS), Chapter 4901:1-5 O.A.C. with respect to the establishment of service and the requirements to establish creditworthiness.

The Company may, in order to safeguard its interests and in accordance with the MTSS, Chapter 4901:1-5 O.A.C., require an applicant or a customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. Such deposit will be in accordance with the individual service history method as described in the MTSS. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations concerning the prompt payment of bills on presentation. Simple interest at the rate of 3.0% per annum is paid for the period during which a cash deposit is held by the Company. However, no interest is paid on deposits held for less than six months. When the contract is terminated, or after one year of satisfactory payments, whichever is earlier, the amount of the deposit and any accrued interest is credited to the customer's account and any credit balance which may remain is refunded. The Company will review annually each active account for which a deposit is being held and will refund the deposit plus accrued interest for qualified customers in the form of a check or credit.

4. Telephone Numbers

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

5. Payment for Service

The Company incorporates, by reference, and will adhere to, the guidelines for subscriber bills, as found in Minimum Telephone Service Standards (MTSS), Chapter 4901:1-5 O.A.C.

- a. The customer is responsible for payment monthly, in accordance with this section, of all charges for facilities and services furnished the customer, including charges for services originated or charges accepted at such facilities.
- b. Bills are rendered monthly and include charges for local service for the current service month.
- c. A subscriber's bill will not be due earlier than 21 days from the bill date printed on the bill. If the bill is not paid by the due date, it then becomes past due.
- d. Prior written notice, in accordance with the MTSS, Chapter 4901:1-5 O.A.C., will be given if service is to be temporarily denied or the contract terminated for the non-payment of any sum due in accordance with this section, part E.6 following. Service will not be denied prior to seven days from the postmark on the notice per MTSS Chapter 4901:1-5 O.A.C.
- e. Partial payments will be administered in accordance with the MTSS, Chapter 4901:1-5 O.A.C.
- f. Where the Company provides billing inquiry service, customer inquiries relative to toll charges will be responded to promptly by the Company.

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- g. Where the inquiry service is provided by an IXC or its designated agent, the IXC or agent will be responsible for notifying the Company immediately regarding any bona fide dispute over outstanding toll charges, so that service will not be terminated during the investigation of the dispute. Upon completion of the investigation, the IXC or agent is responsible for notifying the Company if the non-payment treatments are appropriate.
 - h. A subscriber who orders service installations, moves, or changes prior to the date of any increase in the one time charge applicable to such work will be subject to the one time charge in effect at the time the subscriber's order was received by the Company, provided the work is completed within the Company's normal installation interval in effect at the time the order was placed. However, if subsequent to the effective date of the increase in the one time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, the subscriber will then be subject to the one-time charge in effect at the time the work is completed by the Company.
 - i. Customer agrees to pay, where applicable, all taxes, surcharges, assessments, government imposed or permitted charges, and other fees that are imposed on or associated with the services purchased under this Nonresidence Service Agreement, unless certified as exempt from these charges.
6. Denial or Disconnection and Restoral of Service
- a. Telephone service may be disconnected for subscriber nonpayment of charges not in bona fide dispute, in accordance with the Minimum Telephone Service Standards (MTSS), Chapter 4901:1-5 O.A.C.
 - b. Service may be disconnected or refused when any of the following conditions exist, provided that the Company notifies or attempts to notify the customer in accordance with the Minimum Telephone Service Standards:
 - 1. Violation of or noncompliance with the PUCO's regulations governing service supplied by the Company;
 - 2. Failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
 - 3. Refusal by the subscriber to permit the Company necessary access to its facilities or equipment;
 - 4. Failure to establish credit or make a deposit, when requested, for initial, current, or additional service;
 - 5. When an emergency may threaten the health or safety of a person, a surrounding area, or the Company's distribution system;
 - 6. In the event of a subscriber's use of telecommunications equipment in a manner which adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers;
 - 7. In the event of tampering with any facilities or equipment furnished and owned by the Company;
 - 8. Violation of or noncompliance with this service agreement.

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The Company, under the provisions in this section, may either temporarily deny service or terminate the contract without incurring any liability

- c. The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of appropriate charges, or violation of any law or regulation pertaining to telecommunications service.
- d. Service may not be refused, denied or disconnected for any of the following reasons:
 - 1. Delinquency in payment for service by a previous occupant at the premises to be served;
 - 2. Failure to pay for a class of service different from that being provided to the location of the account;
 - 3. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;
- e. The Company incorporates by reference, and will adhere to, the Minimum Telephone Service Standards, Chapter 4901:1-5 O.A.C. regarding the denial and disconnection of service.

7. Maintenance and Repairs

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

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

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

8. Special Equipment and Arrangements

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

9. Overtime

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

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10. Toll Limitation

a. General

Toll Limitation is available in all Service Areas.

b. Service Description

Toll Limitation service will limit customers to eight hundred (800) minutes of unpaid toll usage. The 800 minute limitation is based on actual usage, not just usage that has already appeared on the customer's bill. The 800 minutes of usage consists of toll usage that is provided by the Company or any other toll provider for whom the Company provides billing service.

When a customer reaches a threshold limit of toll minutes, a message will be played to that customer when they attempt to place their next toll call. This message will state that they have reached a threshold number of minutes and have only a certain number of available minutes before Toll Limitation is activated on their account. Additionally, the customer will be directed to contact the Company if they have any questions.

Customers will be blocked from initiating toll calls after hanging up on any call that carries them past 800 minutes of accumulated unpaid toll minutes. Upon reaching the 800 minute limit, if the customer is presubscribed to any toll carrier for which the Company is the primary billing agent for 1+ calling, the customer will have both 1+ calling and dial around capabilities blocked. If the customer's pre-subscribed carrier is not a carrier for which the Company is the primary billing agent for 1+ calling, then only the customer's dial around access will be blocked. Once blocked, customers will not be able to begin making toll calls again until they have paid the full amount of toll charges owed.

Access to local calling, emergency services (911), and "800" numbers will not be effected by this restriction. Customers attempting to access restricted services, i.e. toll, will be automatically routed to either a recorded announcement or a customer service representative for information regarding service restoration.

Customers may request Toll Limitation as a means of limiting their toll or the Company may implement Toll Limitation to limit risk in regard to uncollectible accounts. The Company will inform customers when they place an order for service if the customer is placed on Toll Limitation. When a customer is placed on Toll Limitation, the Company will send a letter to the customer outlining the specifics of Toll Limitation.

Customers on Toll Limitation may be required to pay a deposit depending on their credit history and Rule 4901:1-17-03 of the Ohio Administrative Code regarding credit establishment for residential utility services. The amount of the deposit will be based on a minimum of 800 minutes of usage per month or upon terms and conditions established by the applicable toll provider.

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H. WIRE TAP INVESTIGATION

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

I. IDENTITY OF CUSTOMER-ANNOUNCEMENT FACILITIES

Use of Company facilities for public announcement service or non-public announcement service is subject to the following conditions:

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

J. DIRECTORIES

1. Ownership and Use

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

2. Distribution

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

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K. SHARED TENANT SERVICES

Shared tenant service is available only within a single building or a contiguous complex of buildings under common ownership or management.

1. A contiguous complex of buildings may be intersected by public thoroughfares provided that the property segments created would be continuous in the absence of the thoroughfares.
2. Where separate buildings are involved, they must have a related business purpose (i.e., industrial park, shopping center, or university).

Direct interconnection of a shared tenant system with other PBX systems is prohibited.

Participation in shared tenant systems is limited to occupants of a building or contiguous complex of buildings which compose a shared tenant system.

The Company is not responsible for the manner in which the use of service or charges are allocated to others by a customer who provides shared tenant service. All applicable rates and charges for such service will be billed to the customer.

Service orders will be accepted by the Company only from the customer; however, the Company will respond to repair and maintenance requests from others provided that the customer is responsible for any maintenance of service charges that may be billed by the Company.

Directory listings for the patrons of shared tenant service providers will be provided at the rates for additional listings shown in the Directory Listings section of this Nonresidence Service Agreement and will appear in the directory as their classification indicates.

Discounts specified in the Local Exchange Services section of this nonresidence Service Agreement do not apply for shared tenant applications.

Rules and regulations regarding shared tenant service do not apply where the end users of the exchange service are considered transient in nature and the service is considered incidental to the function of the organization providing such service.

Rules and regulations regarding shared tenant service do not apply to hotels, hospitals and skilled nursing homes.

A shared tenant provider who is utilizing Customer-Provided Equipment must comply with the rules and regulations concerning interconnection as specified in this section.

A move to a different continuous property is charged for as new installation of service. A new initial period applies at the new location and a termination charge applies at the old location, except as provided for elsewhere in this Nonresidence Service Agreement, if the move occurs prior to the expiration of the initial service period.