

CINCINNATI BELL TELEPHONE COMPANY INC.
Residence and Nonresidence Service Agreement

IntraLATA Toll Service

A. APPLICATION OF RESIDENCE AND NONRESIDENCE SERVICE AGREEMENT

This Cincinnati Bell Telephone Company LLC (“CBT” or the “Company”) Residence and Nonresidence Service Agreement describes the terms and conditions that apply to the relationship between CBT and the Customer with respect to Intrastate IntraLATA Toll services, as described in this Agreement, to which the Customer subscribes or purchases.

This agreement applies only to services provided by CBT in the State of Ohio.

Except as provided in this paragraph, customer subscription to, use of, or payment for services included in this Nonresidence Service Agreement constitutes Customer agreement to be bound by the charges, terms, and conditions set forth in this Agreement. The sole option for Customers who do not agree with or who are unwilling to be bound by the terms of this Nonresidence Service Agreement is to notify CBT to cancel service. Customers who cancel service will be responsible for all usage charges and nonrecurring charges incurred prior to the effective date of the cancellation.

The Customer is responsible for contacting CBT in order to discontinue a service that the Customer no longer wants, can use, or becomes incompatible with the Customer’s other existing services. Customers may cancel all or a portion of the services to which they subscribe by placing a disconnect order with CBT. If the Customer continues to subscribe to, use, or pay for other services in this Nonresidence Service Agreement, this Agreement will continue in effect for those services until cancelled by the Customer or until service is disconnected by the Company pursuant to the Regulations section of the Company’s Nonresidence Service Agreement - Local Telephone Services. The regulations governing this Residence and Nonresidence Service Agreement are the same as the Regulations in Section 2 of the Company’s Nonresidence Service Agreement - Local Telephone Services, and those regulations are incorporated into this agreement, per this reference.

B. EFFECTIVE DATE

The effective date of this Service Agreement is April 2, 2008, for customers already subscribing to CBT services or the date of subscription for customers subscribing to CBT services on or after April 2, 2008. As of April 2, 2008, CBT’s provision of services included in this Agreement will no longer be governed by tariffs on file with the Public Utilities Commission of Ohio, but instead will be governed by this Residence and Nonresidence Service Agreement. This Agreement supersedes any previous agreement or terms governing services to which the customer subscribed before the effective date except for service provided under contract.

C. CHANGES IN TERMS, CONDITIONS, OR PRICES

The Company may change the terms, conditions, and/or prices included in this Agreement pursuant to the notice process established by the Public Utilities Commission of Ohio in Case No. 06-1345-TP-ORD and Chapter 4901:1-06 O.A.C., Retail Telecommunications Services in effect April 2, 2008, or as later amended. The Customer’s continued subscription to, usage of, or payment for services after the effective date of such changes in the prices, terms, or conditions will be deemed to be Customer acceptance of such changes. Customers who do not agree to such changes must contact the Company and terminate the effected services before the effective date of the changes.

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D. TERMS AND CONDITIONS

1. Service Description

IntraLATA Toll Service provides a connection between two exchange access lines or trunks within the same LATA and within the State of Ohio where local calling does not apply. The Company only provides IntraLATA Toll Service in certain situations where calls are not routed through a pre-subscribed interexchange carrier or a pre-subscribed local (intraLATA) toll provider. IntraLATA Toll Service is not available from the Company on a pre-subscribed basis.

IntraLATA Toll Service is provided on a per minute basis, and the rates are defined in terms of initial minutes, additional minutes, service charges, and discounts. For information regarding minute rates and discounts, see the rates and charges section of this service agreement.

The calling party may request and arrange for an IntraLATA Toll Service call to be billed collect or to a third-party telephone number, as described in B.3.a and B.3.d of this section:

A service charge applies to each operator-handled call, except for emergency calls, as defined in B.2 of this section, which are exempt from the service charge. Discounts for TDD/TTY Lines and Calls Placed Through the Telephone Relay Service (TRS) do not apply to any service charges.

If the customer requests that an operator complete an IntraLATA Toll Service call, regardless of the call type, an operator handled service charge will apply. An operator is needed to complete any of the call types described in part B.3 of this section.

2. Emergency Calls

IntraLATA Toll Service calls to Governmental Emergency Service Agencies are provided at no charge when the calls meet the criteria in following:

- a. Call is to fire-fighting, police, Ohio State Highway Patrol, or emergency squad services (as designated by the appropriate governmental agency), provided that the called party answers emergency service calls on a personally attended (live) twenty-four hour basis, 365 days a year.
- b. Call is for an emergency meaning that the call is of short duration in order to seek assistance under conditions that threaten human life and/or property and requires prompt corrective action.

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3. Operator-Handled Call Types

- a. Collect: The call may be charged to the called station account, provided the charges are accepted at the called telephone number.
- b. Person-to-person calls: The customer specifies to an operator a particular person to be reached, or a particular station, department or office to be reached through a PBX attendant. The customer may name another individual in place of the original called party, or may agree to talk to another station through a PBX attendant, and the call is still charged as person-to-person. If the customer makes arrangements in advance with a particular person or station for the establishment of a connection at a specified time (appointment call), the call is charged as person-to-person.
- c. Station-to-station calls: The customer specifies to an operator a particular telephone number to be reached in order to arrange for charges to be paid by the called party (collect call) or billed to a third number.
- d. Third Party Billed Telephone Number: The call may be charged to a station other than the stations originating and terminating the call upon authorization by the Company.

4. Customer-Dialed Service

Customer-dialed service is used when the customer dials a telephone number directly without the assistance of an operator. If facilities are not available for dial completion, a customer may give an operator the telephone number of the telephone, private branch exchange (PBX) system, or PBX station being called, and the call is considered customer-dialed. Only initial and additional minute rates apply.

5. Timing of Messages

For customer-dialed and operator-handled station-to-station calls, a message starts at the time communication is established between the calling station and the called telephone number, PBX system, or PBX station reached directly rather than through a PBX attendant.

For operator-handled person-to-person calls, a message starts at the time communication is established between the person calling and (1) the particular person called, (2) another party acceptable to the person calling, or (3) a PBX station reached through a PBX attendant.

Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telecommunications network or by the Company operator.

Chargeable time does not include time lost because of faults or defects in the service.

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6. Discounted Calling Periods

Discounts for the Evening and Night/Weekend reduced rate periods in the Rates and Charges section are expressed as a percent reduction of the charge calculated at the rates for the initial and additional minutes of messages occurring within the rate discount periods.

- a. For all classes of service the discount is applied only to the sum of the initial and additional minute charges. The discount is computed separately for charges in each rate period and the results are then totaled.
- b. When application of the discount results in a fractional penny of charge, the amount will be rounded down to the nearest whole cent.

7. Time of Day

The time legally or commonly in use at the rate center of the calling station determines the rate period for customer-dialed calls.

In cases where a message begins in one rate period and ends in another, the appropriate discount applies to the rates due for the portion of the message occurring in the reduced rate period.

8. Rates Applicable on Certain Holidays

On Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day and Labor Day, the rate applicable is the Evening rate, unless a lower rate would normally apply.

9. Discounts for TDD Lines and Calls Placed Through the Telephone Relay Service (TRS)

TDD lines maintained by non-profit organizations or governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a 70% discount on the IntraLATA Toll Service per minute rates. If the computed charges include a fraction of a cent, the fraction is rounded down to the next whole cent.

All IntraLATA Toll Service calls placed through the Telephone Relay Service (TRS) are eligible to receive a 70% discount off the IntraLATA Toll Service per minute rates. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-Like services. If the computed charges include a fraction of a cent, the fraction is rounded down to the next whole cent.

These discounts do not apply to any service charges.

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E. RATES AND CHARGES

1. General

MTS rates are quoted in terms of initial minute, additional minutes and service charges as follows.

a. Initial Minute

Initial minute rates are for connections of one minute or less.

b. Additional Minutes

Additional minute rates are for additional whole minutes or fractions beyond the initial minute during which connection continues.

c. Service Charges

A service charge applies to each operator-handled station-to-station and person-to-person call. Discounts do not apply to the service charge.

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2. Schedule of Rates

a. All Classes of Service, Day Rates

Rate <u>Mileage</u>	Initial <u>1 Minute</u>	Each Additional <u>Minute</u>
1 - 10	\$ 0.21	\$ 0.16
11 - 22	0.28	0.23
23 - 55	0.33	0.27
56 - 124	0.43	0.37

b. Discount Periods (Note 1)

	MON	TUES	WED	THURS	FRI	SAT	SUN
8:00 AM to *5:00 PM	Full Rate (1) →					60% discount (3) →	
5:00 PM to *11:00 PM	40% discount (2) →					60% discount (3)	40% discount (2)
11:00 PM to *8:00 AM	60% discount (3) →						

Note 1: Discounts apply to the charge for the initial period occurring within the discount period and to all additional minutes occurring within each discount rate period. Discounts do not apply to the Service Charge.

* to but not including

- (1) 40% Discount for hearing and/or speech impaired person and message toll calls placed through the Telephone Relay Service
- (2) 60% Discount for hearing and/or speech impaired person and message toll calls placed through the Telephone Relay Service
- (3) 70% Discount for hearing and/or speech impaired person and message toll calls placed through the Telephone Relay Service

c. Service Charges

	<u>Charges</u>
Operator-Handled Station-to-Station and Other	1.00
Operator-Handled Person-to-Person	3.00