

CINCINNATI BELL TELEPHONE COMPANY LLC
Nonresidence Service Agreement - Local Telephone Services

Section 4 – Variable Term Payment Plan

A. GENERAL

1. The Variable Term Payment Plan (VTPP) is a payment plan which allows customers to pay a fixed rate for services over one of any currently available payment periods. A different monthly rate applies for the duration of each period. The monthly rate varies inversely with the length of the payment period, e.g., the monthly rate for a short period is greater than that for a long period.
2. The minimum period is 12 months, unless otherwise specified in individual business service agreements.
3. During the effective term of a customer's initial payment period, the monthly rate is not subject to Company-initiated changes.
4. Unless specifically exempted, services furnished under the Variable Term Payment Plan are subject to all general regulations applicable to the provision of service by the Company as stated in this and other business Service Agreements.

B. TERMS AND CONDITIONS

1. Definitions

a. Downgrade

Changes for an installed service generally resulting in a decrease in capacity, capability and/or a lower monthly charge.

b. Initial Payment Period

The original term (12, 24, 36 or 60-month) that is selected by a customer when subscribing to a business service and which appears on the customers contract.

c. Payment Period

A period of time selected by the customer from among those currently offered by the Company, over which the customer agrees to pay a specified rate for a product and/or service.

d. Subsequent 12-Month Payment Period

The 12-month automatic renewal payment periods that takes place after the customer's initial payment period expires.

e. Upgrade

Changes for installed services generally resulting in a higher monthly charge.

CINCINNATI BELL TELEPHONE COMPANY LLC
Nonresidence Service Agreement - Local Telephone Services

Section 4 – Variable Term Payment Plan

2. Regulations

a. Application of Rates and Charges

1. The monthly rate applicable at the time a customer subscribes to a product or service under the Variable Term Payment Plan is not subject to Company-initiated change during the initial payment period, providing there are no customer-initiated delays in the establishment of the subscribed-for product or service.
2. Monthly rate after the expiration of the initial and subsequent payment periods:
 - a. For services installed prior to February 1, 2005, the monthly rate will revert to the month-to-month rates found in the specific business service agreements and will be subject to Company-initiated changes.
 - b. For services installed on or after February 1, 2005, the monthly rate will not change but will be the same rate that the customer paid under their initial term agreement and may be subject to Company-initiated changes with a 60-day written notice to the customer during which time the customer shall have the right to terminate the agreement, without incurring termination charges. The rate adjustment would not exceed the rates found in the applicable business service agreement.
3. Nonrecurring charges are to be paid in full at the time of installation.
4. In the event that all or any part of the service is disconnected at customer request before expiration of any selected payment period of greater than one month's duration, the customer will be required to pay termination charges as stated in this service agreement.
5. Rates and charges apply according to the applicable business service agreement for products offered under the Variable Term Payment Plan.

b. Renewal Options

The customer has the following renewal options:

1. Prior to completion of the present VTPP payment period and upon notification to the Company, a customer may renew for any payment period currently available under VTPP. The rates will be those currently in effect for new customers at the time of renewal. The new payment period starts the day following completion of the prior payment period.
2. If upon completion of the current payment period the customer has not chosen a new payment period and has not requested discontinuance of service:
 - a. For services installed prior to February 1 2005 service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in the applicable business service agreement. The customer has no additional service commitment and consequently, when service is terminated, will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by the appropriate regulatory authority.

CINCINNATI BELL TELEPHONE COMPANY LLC
Nonresidence Service Agreement - Local Telephone Services

Section 4 – Variable Term Payment Plan

- b. For services installed on or after February 1, 2005, the customer's agreement will automatically renew for a 12-month period at the rate the customer is paying under their current agreement unless either party notifies the other in writing or verbally of its intention not to renew, at least 30 days before the end of the then-current term.

- c. Early Contract Termination

Unless otherwise noted in individual product service agreements, if the customer terminates their service prior to the expiration date of the term agreement, the customer will be required to pay early termination charges that equate to the monthly charges for the remainder of either the initial payment period or the subsequent 12-month payment periods. If the customer terminates a portion of their service prior to the expiration date of the term agreement, the customer will be required to pay early termination charges that equate to the monthly charges for the remainder of either the initial payment period or the subsequent 12-month payment periods for the portion of the service terminated.

If nonrecurring charges associated with the installation of the business services were waived, the customer will become liable for payment of the waived charges.

- d. Additions

If the customer wishes to make additions, the customer may select a different payment period of equal or shorter length than the time remaining in the period selected for the existing service at the current rates for the selected period. The additions may then have a different expiration date than the existing service.

If a payment period is selected that is longer than the time remaining for the existing service, the monthly charges will be adjusted to the rates for the new payment period and the contract period for the existing service will be extended to be coterminous with the new payment period. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied.

CINCINNATI BELL TELEPHONE COMPANY LLC
Nonresidence Service Agreement - Local Telephone Services

Section 4 – Variable Term Payment Plan

e. Upgrades

1. Allowable upgrades to products offered by the Company under the Variable Term Payment Plan are specified in the individual product sections of this Service Agreement.
2. A customer who elects to upgrade an installed product may choose one of two options, unless otherwise specified in the business service agreement:
 - a. The existing payment period may be extended by a period of time specified in the products service agreement, and the new and the previously installed product will expire on the same date. The rate level applicable for the new service is the one currently in effect for the payment period which the customer had selected prior to the upgrade, while the rates for services previously installed and continuing in service are unaffected.
 - b. The new service may be billed over a currently available payment period of equal or shorter length than the time remaining in the existing payment period. Current rates apply for the selected payment period for the new service. Rates for service previously installed and continuing in service are unaffected. The expiration date of the new service is then either the same as or earlier than that of the previously installed system.

When the expiration date of the new service is earlier, the customer must select another payment period for the service according to the terms and conditions stated in the preceding paragraph at the time of expiration.

- c. Early contract termination charges do not apply for services, which are upgraded.

f. Downgrades

1. Allowable downgrades to products offered by the Company under the Variable Term Payment Plan are specified in the individual product sections of this Service Agreement.
2. A customer has the option to place any new service on a coterminous payment plan. Rates for the new service are those currently in effect for the original payment period (or, if the period is no longer available, for the next shorter one). The rates for services remaining after the downgrade will not be affected.
3. When a coterminous payment period is not chosen for new service, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Current rates apply for the equal or shorter payment period. Service remaining on the customer's premises will continue to be billed at the rates in effect before the downgrade. The new service may than have a different expiration date from the service which remained after downgrading.
4. When the expiration dates differ, the customer must select a new payment period for the service (at the time of expiration) added at the time the service was downgraded, according to the terms and conditions in this section.

CINCINNATI BELL TELEPHONE COMPANY LLC
Nonresidence Service Agreement - Local Telephone Services

Section 4 – Variable Term Payment Plan

g. Requests for Changes in Length of Initial Payment Period

Following the establishment of service for a service furnished under a Variable Term Payment Plan period and before the completion of that period, the existing payment period may be replaced by a currently offered payment period at the current rates, subject to the following conditions:

1. No credit will be given for payments made during the formerly selected period. However, nonrecurring charges will not be reapplied.
2. The new payment period begins with the date requested.
3. No termination charge applies provided the customer selects a new payment period equal to or longer than the time remaining under the former payment period. Otherwise, a termination charge applies for the former payment period.
4. The new payment period selected for a component of a service must be equal to or shorter than the time remaining in that service's existing payment period.
5. If a portion of the service is removed, then termination charges will be applied for the portion removed.

h. Supersedure

Service provided under a VTPP may be transferred to a new customer at the same location upon prior written concurrence by the Company and subject any applicable Company regulations, terms, conditions, provisions, etc. The new customer will be subject to all provisions currently reflected in the service agreement.

i. Moves

An existing customer may move the location of the service subject to reapplication of initial charges, and retain the VTPP at the rates in effect at the time the customer subscribed to the VTPP. Early contract termination charges as specified in the customers contract are applicable if a Customer moves the service to a location where central office capacity or outside plant facilities are not available. Similarly, if a Customer reduces service in conjunction with a move, early contract termination charges for the removed service are applicable.