

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence and Nonresidence Service Agreement - IntraLATA Toll**

**A. APPLICATION OF INTRALATA TOLL SERVICE AGREEMENT**

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

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

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

The Customer is responsible for contacting CBET 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 CBET. If the Customer continues to subscribe to, use, or pay for other services in this Service Agreement, this Agreement will continue in effect for those services until cancelled by the Customer or the Company.

The terms, conditions, and rates in this Service Agreement are in addition to any other applicable service agreements or tariffs of the Company.

**B. EFFECTIVE DATE**

The effective date of this Service Agreement is April 2, 2008, for customers already subscribing to CBET services or the date of subscription for customers subscribing to CBET services on or after April 2, 2008. As of April 2, 2008, CBET’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 Service Agreement. This Agreement supersedes any previous agreement or terms governing services to which the Customer subscribed before the effective date.

**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. 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.

**1. Service Availability**

The Company's IntraLATA Toll Service is not available for pre-subscription. Customers may pre-subscribe to any other available provider of their choice for IntraLATA toll calling. The Company's IntraLATA toll service is only provided on certain operator handled toll calls.

IntraLATA Toll Service is not available from the Company in Service Area A.

IntraLATA Toll Service is available from the Company in Service Area B.

For a description of the Service Areas, see Cincinnati Bell Extended Territories LLC Exchange Services Tariff, PUCO No. 1, Section 4.

**2. Terms and Conditions**

The terms, conditions, and regulations in this IntraLATA Toll Service Agreement are in addition to any applicable terms, conditions, or regulations in the Company's tariffs, the Company's Nonresidence Service Agreement - Local Telephone Services, or any other applicable service agreements with the Company.

**3. Rate Structure**

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, as follows.

**a. Initial Minute**

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

**b. Additional Minutes**

Additional minute rates are for each additional whole minute and any fractional minute beyond the initial minute during which connection continues. That is, the call length will be rounded up to the nearest whole minute when determining the number of additional minutes. A charge applies to each additional minute of use.

**c. Service Charges**

A service charge applies to each operator-handled call, except for emergency calls. Terms, conditions, rates, and charges for IntraLATA toll service are shown in the company's Exchange Services Tariff, PUCO No. 1.

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d. 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.

4. 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, the PBX, or other communications system.

For operator-handled person-to-person calls, a message starts at the time communication is established between the person calling and the particular person called, another party acceptable to the person calling, or 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.

5. Emergency Calls

IntraLATA Toll 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.

6. Limited Conversation

The Company reserves the right to limit the length of conversations in times of emergency if a shortage of facilities occurs.

