

CINCINNATI BELL ANY DISTANCE INC.
Nonresidence Service Agreement – Local Telephone Services

Section 1 – Application of Agreement and Definitions

A. Application of Agreement

1. This Cincinnati Bell Any Distance Inc. (“CBAD” or the “Company”) Nonresidence Service Agreement describes the terms and conditions that apply to the relationship between CBAD and the Customer with respect to local telephone services, as described in this Agreement, to which the Customer subscribes.
2. This agreement applies only to services provided by CBAD in the State of Ohio.
3. 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 CBAD to cancel service. Customers who cancel service will be responsible for all usage charges, nonrecurring charges, and pro rata monthly charges incurred prior to the effective date of the cancellation.
4. The Customer is responsible for contacting CBAD 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 CBAD. 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 this Nonresidence Service Agreement.

5. Effective Date

The effective date of this Service Agreement is April 2, 2008, for customers already subscribing to CBAD services or the date of subscription for customers subscribing to CBAD services on or after April 2, 2008. As of April 2, 2008, CBAD’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 you subscribed before the effective date except for service provided under contract. All contract terms and conditions entered into prior to the effective date of this agreement will continue in effect until expiration of the contract.

6. 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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B. DEFINITIONS

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

1. 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.

2. Central Office Line

A circuit used within a central office to connect to an individual line or any type of trunk.

3. Company

Cincinnati Bell Any Distance Inc. (CBAD) which is the issuer of this Service Agreement. Also refers to the underlying provider whose facilities CBAD uses to furnish service.

4. Communication-Impaired Person

For purposes of this Service 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).

5. Commission

The Public Utilities Commission of Ohio (PUCO).

6. 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.

7. 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 Service Agreement.

8. 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, commercial, shopping center and campus situations.

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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.

9. Direct Inward Dialing (DID)

A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

10. Directory Listing

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

11. 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.

12. 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

13. 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.

14. 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.

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15. Local Exchange Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this Service Agreement shall be the same as the local calling areas of MCImetro Access Transmission d/b/a Verizon Access Transmission Services

16. 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)

17. Non-Recurring Charges

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

18. Private Branch Exchange (PBX)

An arrangement of equipment consisting of switchboards, dial switching equipment, wiring, telephone station apparatus, or a combination thereof. It provides for the interconnection of service lines associated with switching equipment located on a premises or extended to another premises relating to the same customer.

19. PUCO

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

20. Recurring Charges

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

21. Resale of Services

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

22. 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.

23. Services

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

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24. 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.

C. AVAILABILITY

The furnishing of service under this Service Agreement is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities to furnish service from time to time as required at the sole discretion of the Company.

The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.