

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

Section 2 – Regulations

A. General

1. The regulations in Section 2 apply to all services contained within these Service Agreements unless otherwise noted.
2. Revisions to this Service Agreement which affect neither the service to subscribers (customers) nor the rate, classification, or charge to subscribers (customers) are authorized without further Order of the Commission. These revisions will be made in accordance with the Order granting such authority.

Such revisions include:

- a. Additions, deletions, corrections or rearrangements of items listed under Table of Contents, Index, Explanation of Symbols, and Explanation of Abbreviations;
 - b. Rearrangements or corrections in paragraph references, headings, or numerical designations; and
 - c. Changes to reflect revisions in names of other companies and in the names of exchanges of other companies approved by this Commission in connection with applications filed by other telephone companies.
3. 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 Service Agreement, if the move occurs prior to the expiration of the initial service period.

B. Obligations and Liability of the Company

1. 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.

2. 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 for local exchange service, as found in Chapter 4901:1-5-16 O.A.C., Minimum Telephone Service Standards.

No credit allowance will be made for interruptions due to electric power failure, where by the provisions of this Service Agreement, 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.

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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.

3. Transmitting Messages

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

4. 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.

5. 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.

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C. Use of Services and Facilities

1. Ownership and Use of Service and Equipment

a. General

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.

b. Resale

All services in this Service Agreement are available for resale by PUCO certified Competitive Local Exchange Carriers (CLECs) on a non-discriminatory basis at the rates and charges shown in this Service Agreement, unless otherwise noted in this Service Agreement.

2. Connections of Customer-Provided Terminal Equipment and Communications Systems

a. General Provisions

1. General

Customer-provided terminal equipment and communications systems 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 any Company tariffs and Service Agreements.

2. Responsibility of the Customer

The customer is responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No customer-provided terminal equipment or communications systems 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 or communications system, the calling or called party. Upon notice from the Company that customer-provided terminal equipment or communications system 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 or communications system.

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3. 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.

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.

4. Recording of Two-Way Telephone Conversations

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

5. 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 2, part C.2, 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 Service Agreement.

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b. 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.

c. 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.

D. Establishment and Furnishing of Service

1. Application for Service

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

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 included in this Service Agreement 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.

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2. Deposits

The Company will comply with the Minimum Telephone Service Standards (MTSS), 4901:1-5-13, with respect to the establishment of service and the requirements to establish creditworthiness. 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 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.

3. 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.

4. Payment for Service

The Company incorporates, by reference, and will adhere to, the guidelines for subscriber bills, as found in Chapter 4901:1-5-15 O.A.C. Minimum Telephone Service Standards.

- a. The customer is responsible for payment monthly, in accordance with Section 2, part 5.c, of all charges for facilities and services furnished the customer, including charges for services originated or charges accepted at such facilities. Charges are payable at the Company's Business offices or at any agency authorized to receive such payments.
- 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 14 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 Chapter 4901:1-5-17 O.A.C, Minimum Telephone Service Standards (MTSS), 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 Section 2, part D.5 following. Service will not be denied prior to seven days from the postmark on the notice per Chapter 4901:1-5-17 O.A.C. (MTSS).
- e. Partial payments will be administered in accordance with the Minimum Telephone Service Standards, 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.
- 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.

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h. A subscriber who orders service or equipment 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. Insufficient Fund Checks

Customers will be charged \$25.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

j. Late Payment Charge

See Customers will be charged a late payment penalty in the amount of 1.5% per month on all delinquent amounts owed to the Company.

5. Denials or Disconnection and Restoral of Service

a. Telephone service may be disconnected for subscriber nonpayment of charges not in bona fide dispute, for the following:

1. Local services for which the associated charges are directly regulated by the PUCO; (See Note 1) or
2. Interexchange carrier services for which the Company does the principal billing. However, local service may not be disconnected for subscriber nonpayment of toll service.

Note 1: All regulated telephone services provided by a local service provider, except toll service, is defined as local service, as established in Case No. 95-790-TP-COI, Entry on Rehearing, December 12, 1996.

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 facilities or equipment;
4. Failure to establish credit or make a deposit, when requested, for initial, current, or additional service;

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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 the Company's rules or Service Agreements.

The Company, under the provisions of this Service Agreement, 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 any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;
 3. Failure to pay directory advertising charges or any other non-regulated service charges including 900/700 or any "dial-it"-like service charges.
- 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.

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6. Maintenance and Repairs

The Company undertakes to maintain and repair the equipment and facilities which it furnishes to customers pursuant to its Service Agreements. 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 pursuant to its Service Agreements, 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.

Customers will be required to pay the maintenance of service charges, for visits made by the Company to the customer's premises, when a service difficulty or trouble report results from equipment or facilities not maintained or repaired by the Company. The customer will be advised, before a visit to his premises, of the possibility of a maintenance of service charge.

Maintenance of Service Charge:

- | | |
|-------------------------------------|--------------------|
| (1) During Normal Working Hours | \$265.00 per visit |
| (2) Outside of Normal Working Hours | \$400.00 per visit |

Normal Working Hours are defined as Monday to Friday, 7am to 7pm in the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours.

Any dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours. Any dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the Customer's Premises on these holiday's will also be considered "Outside of Normal Working Hours":

New Year's Day	Memorial Day	Martin Luther King Jr. Day
Independence Day	Labor Day	Thanksgiving Day
Day after Thanksgiving	Presidents' Day	Christmas Day

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7. 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.

8. 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.

9. Non-Routine Installation and/or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, materials, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. The customer will be notified in advance if such charges may apply.

10. 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.

11. 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.

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E. 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 4901:1-5-06, O.A.C.

F. Minimum Telephone Service Standards

The Company will provide service in compliance with the Minimum Telephone Service Standards as currently or prospectively established by the Commission.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Administrative Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Administrative Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

G. Variable Term Payment Plan

1. General

- a. 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.
- b. The minimum period is 12 months, unless otherwise specified in the Company's Service Agreements.
- c. During the effective term of a customer's initial payment period, the monthly rate is not subject to Company-initiated changes.
- d. 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 elsewhere in this and other Service Agreements.

2. Regulations

a. Application of Rates and Charges (unless stated otherwise in the Service Agreement)

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.

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2. After the expiration of either the initial payment period or the subsequent 12-month payment periods the monthly rate will continue to be the same rate that the customer paid under their initial term agreement. The rate will 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 rate found in the 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 appropriate schedules for products and services 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, 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 the Service Agreement or contract, 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 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 also select, from those currently available in the Service Agreement, a different payment period of equal or shorter length than the time remaining in the period selected for the existing service at the current filed rates for the selected period. The additions may then have a different expiration date than the existing service.

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e. Upgrades

1. Allowable upgrades to products offered by the Company are specified in the Service Agreement currently in effect for offerings under the Variable Term Payment Plan.
2. A customer who elects to upgrade an installed product may choose one of two options, unless otherwise specified in the Service Agreement or contract:
 - a. The existing payment period may be extended by a period of time specified in the Service Agreement, and the new and the previously installed service 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. (If the payment period selected by the customer prior to the upgrade has been discontinued in the Service Agreement, the new service will be billed at rates applicable for the next shorter payment period in the current Service Agreement.)
 - 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.

f. Downgrades

1. Allowable downgrades for installed services are specified in the Service Agreements.
2. A customer has the option to place any new service on a coterminous payment unless otherwise specified in the product's Service Agreement. 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 then 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.

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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:

- a. No credit will be given for payments made during the formerly selected period. However, nonrecurring charges will not be reapplied.
- b. The new payment period begins with the date requested.
- c. 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.
- d. 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.

h. Supersedure

Service may be transferred to a new customer at the same location, upon prior written concurrence by the Company. The new customer will be subject to all provisions currently reflected in the service agreement.

H. Emergency Number E911 Service

See CBAD's Local Exchange and Interexchange Services Tariff PUCO No. 1.