

CINCINNATI BELL EXTENDED TERRITORIES LLC
Residence Service Agreement - Local Telephone Services
Nonresidence Service Agreement - Local Telephone Services

Section 20 – Miscellaneous Local Services

A. ADDITIONAL CALL FORWARD PATHS

1. Terms and Conditions

Call Forwarding Busy Line and Call Forwarding Variable provide a Customer with up to two call paths per line as part of the standard monthly rate. Customers may add additional call paths, beyond two, for Call Forwarding Busy Line and Call Forwarding Variable, up to the number of lines in the account, for an additional monthly fee per additional path.

Additional Call Forward Paths are provisioned differently for Centrex and access line services. Additional Call Forward Paths are offered subject to the availability of suitable facilities.

2. Rates and Charges

The rates and charges for Additional Call Forward Paths are in addition to all other charges.

The rates and charges for Additional Call Forward Paths are shown in the Price List Section of this Agreement.

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B. CALL FORWARDING DELUXE

1. Terms and Conditions

Call Forwarding Deluxe provides the capability to forward incoming calls to numbers that are unable to utilize the standard call forwarding feature. Call Forwarding Deluxe is primarily designed to forward calls made to DID and DID-type service numbers. However, the service may be utilized on any type of nonresidence telephone line, trunk and/or channel.

Call Forwarding Deluxe will be provided only when compatible with the equipment configuration at the Customer's premises.

Call Forwarding Deluxe will be provided only where Company central office and network facilities required to provide Call Forwarding Deluxe are already in place.

When calls are being forwarded intra-office, the number of calls that can be forwarded simultaneously is equal to the number of trunks in the Customer's system that are arranged to receive calls and that are equipped to provide the Call Forwarding Deluxe feature.

When calls are being forwarded inter-office, the number of calls that can be forwarded simultaneously is equal to the number of trunks in the Customer's system that are arranged to receive calls and are equipped to provide the Call Forwarding Deluxe feature.

2. Rates and Charges

A Per Number Block charge applies only when Call Forwarding Deluxe is associated with a complete block of DID numbers (twenty numbers) or Centrex numbers (ten numbers). Any other combination of numbers will be billed at the Per Individual Number rates.

The rates and charges Call Forwarding Deluxe are shown in the Price List Section of this Agreement.

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C. DIRECT INWARD DIALING (DID)

1. Terms and Conditions

Direct Inward Dialing (DID) service is available in Service Area A except in the Lebanon Exchange. DID service is not available in Service Area B.

Direct Inward Dialing (DID) allows PBX customers to have incoming calls routed directly to a desired telephone extension within their PBX system without the need for an operator or an attendant to handle and direct the call. DID includes the central office switching equipment necessary for inward dialing from the central office directly to stations associated with the customer premises switching equipment.

DID service must be provided on all lines in a central office trunk group that are arranged for inward service. Each trunk group equipped with DID will be billed as a separate service.

DID service is furnished on the condition that the Customer must subscribe to central office trunk service which in the judgment of the Company is adequate to permit the use of DID service without injurious effect upon general telephone service. Adequate service is based on the time consistent busy hour with the probability of incoming call blocking engineered at B.01 or less, based on the Revised Neal-Wilkinson Tables.

Operational characteristics of interface signals between the Company-provided interconnection and the customer-provided switching equipment must conform to the rules and regulations the Company considers necessary to maintain proper standards.

Customer premises equipment must be arranged by the customer to provide for the interception of calls to vacant and non-working assigned DID numbers.

The Company will not be responsible to the Customer if changes in the Company's protection criteria, facilities, operations, or procedure cause the facilities provided by a Customer to become obsolete, or to require modification.

DID service is provided in 20 number blocks. The full charge for the 20 number block applies regardless of the numbers within the block that are used by the Customer.

One primary listing will be furnished without charge for each separate trunk group. Additional Listings may be purchased as described in Section 14 of this Agreement.

DID service is furnished subject to the availability of facilities and numbers.

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C. DIRECT INWARD DIALING (DID) (Continued)

2. Rates and Charges

The rates and charges for DID are in addition to all other charges including the PBX trunk.

The nonrecurring charge for the DID number block applies to the first group of DID numbers only.

The rates and charges for DID service assume the use of equipment and serving arrangements considered standard by the Company. If nonstandard equipment or service is requested and provided, rates and charges will be based on the costs involved.

The rates and charges Direct Inward Dialing are shown in the Price List Section of this Agreement.

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D. DISASTER REDIRECT

1. Definitions

a. Advanced Intelligent Network (AIN)

A service-independent, software-controlled product development architecture in which the network intelligence is located in computer nodes distributed throughout the network rather than in the originating and terminating Central Offices (CO).

b. Disaster Pattern

A predetermined set of call-handling instructions established by the Customer by which incoming calls to a telephone number will be rerouted in the event of a service interruption. Incoming calls to multiple telephone numbers at one location that are routed to the same telephone number or numbers in an identical manner will be considered one disaster pattern.

c. Percentage Allocation Routing

Reroutes incoming calls to a telephone number to different locations based upon a percentage distribution as determined by the Customer.

d. Time of Day/Day of Week Routing

Reroutes incoming calls to a telephone number to different location or different routing arrangement based upon the times of day/days of week when the call originates.

e. Trigger

Information within the Service Switching Point (SSP) which recognizes that AIN service logic is required for proper handling of a call and initiates that logic.

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D. DISASTER REDIRECT (Continued)

2. Terms and Conditions

Disaster Redirect is an AIN-based disaster recovery service which allows the Customer to establish predetermined routing plans for incoming voice and data traffic. The alternate routing plan is designed by the Customer, working with a Company representative at the time Disaster Redirect Service is established. This plan is loaded into an AIN Service Management System where it is dormant until activated.

In the event of a disaster, the Disaster Redirect Customer must contact the Company and provide a PIN in order to activate the trigger which initiates the alternate routing pattern(s). At that time, the traffic will be routed to a number(s) preselected by the Disaster Redirect Service Customer. Calls may be completed within the local or long distance network. Disaster Redirect will provide protection for a number of types of service interruptions, including PBX failures and cable cuts. In order to restore the original call routing, the Customer must contact the Company to deactivate the alternate routing plan.

The Customer may arrange for one or multiple disaster patterns in the routing plan. These routing patterns can include optional features such as Time of Day/Day of Week routing or Allocation routing. No changes to the Customer's Directory Number will be required when subscribing to this service.

The Customer shall work with a Company representative in designing a disaster routing plan. This plan may consist of one or more disaster patterns.

The Customer may add additional numbers or locations to its Disaster Redirect service at the rates in effect at the time of such addition, provided that the Company has sufficient resources to support such addition. If sufficient resources are not available, the Customer will be responsible for any special charges which may be required in order to add the additional numbers or locations to its Disaster Redirect Service.

The Customer may move the location of its Disaster Redirect service to another location, provided central office capacity and Disaster Redirect functionality exist. Initial nonrecurring charges will be reapplied. Termination charges will be applied in the event of a move to a location lacking sufficient central office capacity or Disaster Redirect functionality.

If calls are redirected to an intraLATA long distance number or to an interLATA carrier, the Customer is responsible for paying any toll or switched access charges which might apply to each call redirected to a location outside the local calling area.

Upon the Customer's request, the Company will assist in coordinating and testing the Customer's disaster plan once a year at no charge. Additional annual tests will incur charges comprised of the pattern activation rate and the per call routed charge. All disaster plan testing will take place between 11 p.m. and 7 a.m. unless otherwise agreed upon by the Company.

Disaster Redirect cannot be guaranteed functional unless both the called and calling parties are served by, and the call is routed through appropriately equipped central offices, and routed over appropriately equipped facilities for calls between such equipped central offices. In the event that a call originates or terminates outside the Company's network, the Company will use its best efforts to maintain compatibility with any company required to complete such calls. The Company will not be liable for any Customer loss due to the handling of these calls.

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D. DISASTER REDIRECT (Continued)

The Company does not guarantee the availability or reliability of Disaster Redirect in the event of a network-affecting disaster.

Activation of Customer plans will be performed on a first come, first served basis. Upon request that Disaster Redirect be activated, the Company will make every effort to activate the service as quickly as possible. However, the length of delay between the time the Customer requests activation and the time that the activation actually occurs depends on factors such as the number of other Disaster Redirect activations being processed when an activation request is received as well as the network load at the time the request is received.

The Company shall not be responsible to the Customer or user if changes in any of the equipment, operations, or procedures of the Company used in the provision of Disaster Redirect render any facilities provided by the customer or user obsolete or require modifications or alterations of such equipment or system or otherwise affect its use or performance, provided the Company has met any applicable information disclosure requirements otherwise required by law.

Neither the Company, nor its agents, will be liable for any losses or damages of any kind resulting from the unavailability of its equipment or for any act, omission or failure of performance by the Company, or its employees, or agents. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment provided by the Customer.

Neither the Company, nor its agents liability for any loss of revenues, increased costs, expenses, liabilities or inconvenience experienced by the Customers due to any unsatisfactory performance of Disaster Redirect. Further, neither the Company, nor its agents, shall assume any liability for consequential, indirect or incidental damages.

The minimum service period for Disaster Redirect Service is 12 months.

If the Customer cancels, in whole or in part, any requested addition or modification to Disaster Redirect prior to installation of the service, the Customer will reimburse the Company for the actual expenses incurred by the Company in connection with such modification prior to the Company's receipt of notice of cancellation. However, the amount of such reimbursement should not exceed the charges for which the Customer would have otherwise been responsible.

Disaster Redirect is available to nonresidence Customers where facilities permit. Provision of Disaster Redirect is subject to the availability and operational limitations of the equipment and associated facilities.

3. Rates and Charges

The rates and charges Disaster Redirect are shown in the Price List Section of this Agreement.

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E. DISCOUNTS - GOVERNMENT AND EDUCATION

1. General

Government and Education Discounts are provided under this Agreement in Service Area A except for the Lebanon exchange. Government and Education Discounts are not provided under this Agreement in Service Area B.

2. Municipal, County, and State Departments

A discount of 20 percent from the regular nonresidence monthly basic exchange service rates provided pursuant to this Agreement or the Company's tariffs, is allowed to municipal, county, and state departments, and their branches having the qualifications indicated in this Part E.2. This discount applies only to access lines and cannot be extended to other services, equipment, or features.

The service must be located in the administrative offices of the department or branches, and be used exclusively for municipal, county, or state governmental purposes.

In order to qualify for the discount, a municipal, county, or state department or its branch must be engaged in a governmental function and must derive its principal support from taxes levied by a municipality, county, or state. Municipal, county, or state departments or their branches which are engaged in non-governmental functions of a character similar to private business enterprises, and which do not derive their principal support from taxes levied by a municipality, county, or state, do not qualify for the discount.

3. Public, Parochial, and Private Schools

A discount of 20 percent from the regular nonresidence monthly basic exchange service rates provided pursuant to this Agreement or the Company's tariffs, is allowed to municipal, county, and state public schools and to parochial and private schools of the character indicated in this Part E.3. This discount applies only to access lines and cannot be extended to other services, equipment, or features.

The service must be located in a school or its administrative offices and be used exclusively for school purposes.

A public school, in order to qualify for the discount, must be an elementary, middle or high school, or college with a curriculum of studies customarily provided in a public school, which derives its principal support from taxes levied for school purposes by a municipality, county, or state, and to which enrollment is open to the public generally.

A parochial or private school, in order to qualify for the discount, must be an elementary, middle or high school with a curriculum of studies similar to that customarily provided in a public school.

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F. DUAL SERVICE

1. Terms and Conditions

Dual Service is available in Service Area A except in the Lebanon Exchange. Dual Service is not available in Service Area B.

Dual Service allows calls to a telephone number to be sent simultaneously to two different addresses served from the same wire center. The provision of Dual Service assures the Customer continual service at both locations during the time of a move and will be limited to a maximum of 30 days.

Dual Service is limited to orders for a transfer of service within the same wire center where no telephone number change is involved. Dual Service will be offered subject to the availability of facilities and technical limitations. Dual Service will be available to Customers of access line service.

The following features are not compatible with Dual Service and will be temporarily unavailable at both locations until Dual Service is no longer subscribed.

- Call Forwarding Busy Line
- Call Forwarding Don't Answer
- Call Tracing
- Call Waiting Deluxe
- Calling Name and Number
- Repeat Dialing

2. Rates and Charges

The rates and charges are to establish Dual Service only and are in addition to applicable portion of the monthly rate on both lines during the period of service overlap.

The rates and charges for Dual Service are shown in the Price List Section of this Agreement

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G. HUNTING

1. Terms and Conditions

Hunting service is the process by which two or more exchange service lines of the same class, served from the same central office and furnished to the same Customer, are grouped so that incoming calls overflow to the first non-busy line if the called line is busy. A busy signal is not given unless all the grouped lines are busy.

Hunting service may be set up on a serial, sequential or multiline group basis.

Charges for Hunting on exchange access lines are in addition to the regular local exchange service access line rate.

2. Rates and Charges

The rates and charges for Hunting service are shown in the Price List Section of this Agreement.

Hunting service for individual lines is included in the Company's residence and nonresidence bundled services in Service Area B. No additional charges for Hunting apply in Service Area B.

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H. LOCAL SERVICE FREEZE

Local Service Freeze (LSF) will be provided upon Customer request to control instances of unauthorized switching of local service.

Only the Customer to LSF can authorize the removal of LSF from the account to allow for an authorized migration of service to another local service provider.

Approved methods of LSF removal include:

1. Submission of Letter of Agency (LOA) to the Company with the current Customer's signature.
2. Three-way telephone call with the Company representative, the current Customer, and the potential new local service provider.
3. Customer's electronically signed authorization.

The Company will adhere to applicable state and/or federal guidelines for preferred carrier freeze for local exchange service.

There is no recurring charge or nonrecurring charge to add or remove LSF.

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I. REMOTE CALL FORWARDING

1. Terms and Conditions

Remote Call Forwarding (RCF) allows a call placed from a station (the originating station) to a Customer's (the RCF Customer) telephone number (the call forwarding location) to be automatically forwarded by Company central office equipment to another station designated by the RCF Customer (the terminating station) which is (1) interexchange, (2) local exchange service, or (3) 800 Service. This service is available only where the terminating station has incoming-call dial capability.

RCF service is offered subject to the availability of suitable facilities.

RCF service is not offered where the terminating station is a coin telephone.

The Company will not provide identification of the originating telephone number to the RCF customer.

Transmission characteristics may vary depending on the distance and routing necessary to complete the remotely forwarded call.

RCF is not represented as being suitable for satisfactory transmission of data.

Regular Call Forwarding should not be offered as a feature at the RCF terminating station.

Remote Call Forwarding is provided on the condition that the Customer subscribes to sufficient RCF features and facilities to adequately handle calls to the terminating station(s) without interfering with or impairing any services offered by the Company. If in the opinion of the Company, additional RCF features at the call forwarding location or facilities at the terminating station are needed, the Customer will be required to subscribe for such additional RCF features and facilities. In the event the Customer refuses to subscribe for these additional RCF features and facilities, the Customer's RCF service will be subject to termination.

One Directory Listing is provided without additional charge in the directory covering the exchange in which the call forwarding central office is located.

The minimum service period for RCF is two months.

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I. REMOTE CALL FORWARDING (Continued)

2. Rates and Charges

a. Message Charges

The message charges applicable to remotely forwarded calls are comprised of two separate charges:

1. Charge for the portion of the call from the originating station to the call forwarding location

The charge for this portion of a remotely forwarded call will be the charge applicable for the type of call involved.

2. Charge for the portion of the call from call forwarding location to the terminating station.

The Remote Call Forwarding Customer is responsible for the applicable customer-dialed station-to-station toll charge. On local calls, the Customer is responsible for the payment of a per minute local measured service usage charge for originated customer-dialed calls. Chargeable time includes the initial minute plus the additional minutes or fraction thereof, if any.

The preceding charges apply to all calls answered at the terminating station, including person-to-person and collect calls, even though such calls might not be accepted at the answering location.

b. Number Changes

The initial nonrecurring charge applies each time:

The number is changed at the call forwarding location.

The number to which calls are forwarded is changed at the request of the Customer.

c. Remote Call Forwarding Feature

The rates and charges are for the Remote Call Forwarding feature only and are in addition to applicable rates and charges for service and equipment with which it is used.

The rates and charges for Remote Call Forwarding are shown in the Price List Section of this Agreement

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J. SELECTIVE CALL ACCEPTANCE

1. Terms and Conditions

Selective Call Acceptance is available in Service Area A except in the Lebanon Exchange. Selective Call Acceptance is not available in Service Area B.

Selective Call Acceptance allows a Customer to establish a list of numbers that are to be accepted on the Customer's line. When an incoming call is from a telephone number that is on the list, it will be completed. If an incoming call is from a telephone number that is not on the list, it will be routed to a local telephone number that has been predetermined by the Customer. A Company representative will work with the Customer to initialize and update the acceptance list. The number of telephone numbers that appear on the acceptance list will be subject to Customer needs and technical feasibility.

A nonrecurring charge applies to the initialization of the acceptance list and any subsequent updates to the list.

Selective Call Acceptance calls will be routed within the local network.

If the network receives a calling party number where the handling of the call has not been predetermined, (i.e. new telephone number), the call will be routed to a predetermined default location, that has been selected by the Customer.

If the network does not receive the required information necessary to process a call (i.e. out-of-area), the call will be routed to a predetermined default location that has been selected by the Customer.

In the event that a call originates outside the Company's network, the Company will use its best efforts to maintain compatibility with any carrier required to complete such calls.

Provisioning of this service is subject to the availability and operational limitations of the equipment and associated facilities. A Company technician will review each Customer line in order to determine technical feasibility and any possible impact to other services that the Customer has on that line.

Standard network traffic controls within the Customer's serving central office may limit the number of queries launched to this service. If this occurs, normal call processing will occur as if the Customer did not have the Selective Call Acceptance service, i.e. calls will not be screened by Selective Call Acceptance.

2. Rates and Charges

The rates and charges for Selective Call Acceptance are shown in the Price List Section of this Agreement.

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K. SINGLE NUMBER ROUTING

1. Terms and Conditions

Single number Routing is available in Service Area A. Single Number Routing is not available in Service Area B.

Single Number Routing is an AIN-based service which allows a Customer with multiple locations, providing the same service, to advertise one number for that service. The network routes calls to the Customer location most appropriate for the calling party based on the geographic location of the calling party. The Customer may choose to route calls based upon the 5-digit zip code or 9-digit zip code of the calling party.

The Company will maintain a standard database mapping its serving area customer's ten-digit telephone number to a five-digit or nine-digit zip code. In turn, the Customer must also develop a database which maps each five-digit zip code or nine-digit zip code within the Customer's serving area to a particular Customer location. All calls from each zip code area or NPA/NXX will be routed to a specified Customer location. Calls from telephone numbers not in the Company's database or zip codes not served by the Customer may be routed to a default location of the Customer's choice. This location may include a standard announcement requesting that the calling party directly call the desired Customer location.

If the network does not receive the calling party number (such as calls from cellular telephones and some other telephone companies), a standard announcement may be provided to prompt the caller to enter his telephone number using a Touch-Tone pad. The call will be routed based on the caller's response to the prompt. If the caller chooses not to enter the telephone number, or is unable to enter the number, the calling party may be routed to a default location of the Customer's choice. This may be a message indicating that he/she should call the desired location directly.

If the network receives a calling party number which is not contained in the database (i.e., new telephone number or caller located in area not serviced by the Customer), the call may be routed to a default location of the Customer's choice. This may be a message indicating that the caller should call the desired location directly.

The Customer is limited to making subsequent changes to the routing scheme or options (five-digit versus nine-digit zip code, initiated versus delivered calls) at the end of the month.

This routing plan is designed by the Customer, working with a Company representative at the time Single Number Routing is established. The Company will review the Customer's routing plan to determine its impact on the local network, as well as its technical feasibility. The Company will load this plan into an AIN Service Management System.

Calls may be completed within either the local or long distance network.

Single Number Routing is available to nonresidence subscribers where facilities permit.

No changes to the subscriber's Directory Number will be required when subscribing to this service.

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S. SINGLE NUMBER ROUTING (Continued)

The Customer must select between the Delivered Calls Option and the Initiated Calls Option. With the Delivered Calls Option, the Customer pays only for calls which are answered by a person or an automated message. The Customer does not pay for busy calls or caller-abandoned calls. With the Initiated Calls Option, the Customer pays for all calls made to the single number regardless of whether the call is answered at the destination location. Under either option, all calls are billed at the same rate based on the total number of calls made during the billing month.

Provision of Single Number Routing or any specific element associated with this service, is subject to the availability and operational limitations of the equipment and associated facilities.

If the Customer cancels, in whole or in part, any requested addition or modification to Single Number Routing prior to installation of the service, the Customer will reimburse the Company for the actual expenses incurred by the Company in connection with such modification prior to the Company's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the charges for which the Customer would have otherwise been responsible.

The Customer may add or delete locations to its Single Number Routing service provided that the Company has sufficient resources to support such addition/deletion. If sufficient resources are not available, the Customer will be responsible for any special charges which may be required in order to add the additional locations to its Single Number Routing service. At that time, the Customer must provide a revised mapping schedule to provide routing information for the location(s) being added/deleted and existing locations.

Calling parties outside of the Company's calling area will be responsible for paying any toll charges which might apply when using the Single Number Routing service.

The Company does not guarantee the availability or reliability of Single Number Routing in the event of a network-affecting disaster.

Single Number Routing cannot be guaranteed functional unless both the called and calling parties are served by, and the call is routed through appropriately equipped central offices, and routed over appropriately equipped facilities for calls between such equipped central offices. In the event that a call originates outside the Company's network, the Company will use its best efforts to maintain compatibility with any company required to complete such calls. The Company will not be liable for any Customer loss due to the handling of these calls.

Neither the Company, nor its agents, will be liable for any losses or damages of any kind resulting from the unavailability of its equipment or any act, omission or failure or performance by the Company, or its employees, or agents, in connection with this Single Number Routing service. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment provided by the Customer.

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S. SINGLE NUMBER ROUTING (Continued)

Neither the Company, nor its agents assume liability for any loss of revenues, increased costs, expenses, liabilities or inconvenience experienced by the Customer due to any unsatisfactory performance of Single Number Routing. Further, neither the Company, nor its agents, shall assume any liability for consequential, indirect or incidental damages.

The minimum period of service for Single Number Routing is 12 months.

2. Rates and Charges

The rates and charges for Single Number Routing are shown in the Price List Section of this Agreement.

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L. VACATION SERVICE

1. Terms and Conditions

Vacation Service is available in the Lebanon Exchange of Service Area A. Vacation Service is not available elsewhere in Service Area A. Vacation Service is available in Service Area B.

Upon Customer request, residence service may be suspended for periods of one or more months at a given location.

Service must be restored for at least one month between periods of suspension.

No outward or inward service is furnished during the period of suspension.

Unless otherwise arranged for by the Customer, parties calling the telephone number of the suspended service will be advised that the service has been temporarily suspended.

Nonresidence service may not be suspended.

2. Rates and Charges

A one-time nonrecurring charge applies to establish Vacation Service. This charge provides for both the suspension and restoral of the residence service.

The monthly rate for service during the period of suspension is 50 percent of the regular rate for the service. Bills are rendered at the reduced rate during the period of suspension.

The rates and charges for Vacation Service are shown in the Price List Section of this Agreement.