

LOCAL SERVICE TARIFF
PUCO NO. 1

CINCINNATI BELL EXTENDED TERRITORIES LLC

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REGULATIONS

A. GENERAL

The regulations in this section apply to all services contained within this tariff unless otherwise noted.

Revisions to this tariff which affect neither the service to customers nor the rate, classification, or charge to customers are authorized without further order of the Commission. Each revision will be effective on the date shown on the revised tariff sheets covering such changes. Such revisions include:

Additions, deletions, corrections or rearrangements of items listed under Table of Contents, Index, and Explanation of Symbols in the Introduction Section;

Rearrangements or corrections in references, headings, or numerical designations; and

Changes to reflect revisions in names of other companies and in the names of exchanges of other companies.

All services offered by the Company in its tariffs will be provided where technically feasible and provisions are in place to provide such services.

This tariff does not permit, by a certified local exchange carrier or any other entity, the purchase of local residential service for resale as nonresidence service. Such resale is prohibited.

All services in this tariff 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 tariff, unless otherwise noted in this tariff.

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B. OBLIGATION AND LIABILITY OF THE COMPANY

1. Liability Limitations

Approval of language contained in this tariff by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of any exculpatory clauses.

2. 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.

3. Transmitting Messages

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

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B. OBLIGATION AND LIABILITY OF THE COMPANY (Continued)

4. Service Irregularities and Interruptions

The services and facilities furnished by the Company 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 BLES, as found in Chapter 4901:1-6-12 O.A.C.

No credit allowance will be made for interruptions due to electric power failure where the customer is responsible for providing electric power.

Credit allowance for interruptions of pay telephone service lines, or other usage based service will not affect the number of local messages or usage to which the customer is entitled during a given billing period.

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 such mistake, omission, interruption, delay or error, or defect in transmission occurs.

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.

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B. OBLIGATION AND LIABILITY OF THE COMPANY (Continued)

5. 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.

6. 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 negligence of the Company.

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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REGULATIONS

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Service and Equipment

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 such equipment or lines.

Equipment furnished by the Company must, upon termination of service for any cause whatsoever, be returned to the Company in good condition, except for reasonable wear and tear.

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

a. General

Terminal equipment, communications systems, protective circuitry, and inside wire provided by the customer may be connected at the customer's premises to telecommunications services furnished by the Company where such connections are made in accordance with the provisions of Part 68 of the Federal Communications Commission's (FCC) Rules and Regulations and any Company tariffs and/or service agreements, as are now in effect or may become effective.

b. Responsibility of the Customer

The customer will be responsible for the installation, operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire. No combinations of customer-provided terminal equipment, communications systems, or inside wire shall 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, communications system, or inside wire is causing such hazard, damage, malfunction or degradation of service, the customer must make whatever changes are necessary to remove or prevent such hazard, damage, malfunction or degradation of service.

The customer will be responsible for the payment of a Maintenance of Service Charge as provided in the Company's service agreements 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, communications system, or inside wire.

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C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire (Continued)

b. Responsibility of the Customer (Continued)

The Customer assumes the risk of loss of service, damage to property or death or injury of the Customer or the Customer's agent with respect to operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire.

c. 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 shall be limited to the furnishing of service components suitable for telecommunications services and to the maintenance and operation of service components in a manner proper for such services. Subject to this responsibility the Company will not be responsible for:

The through transmission of signals generated by the customer-provided terminal equipment or communications systems or for the quality of, or defects in such transmission, or

the reception of signals by customer-provided terminal equipment or communications systems, or

address signaling where such signaling is performed by customer-provided signaling equipment.

The Company will, at the customer's request, provide information concerning interface parameters needed to permit customer-provided terminal equipment to operate in a manner compatible with telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the Federal Communications Commission's Rules and Regulations. If such changes can be reasonably expected to render any customer's terminal equipment or communications system incompatible with telecommunications services, or require modification or alteration of such customer-provided terminal equipment or communications systems, or otherwise materially affect its use or performance, the customer will be given adequate notice, in writing, to allow the customer an opportunity to maintain uninterrupted service.

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C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire
(Continued)

d. 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 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 tariff and the Company's service agreements.

e. Connection of Registered Equipment

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 at the customer premises to the telecommunications network, subject to FCC Part 68.

f. 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.

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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 the furnishing of 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 tariff. 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. Any change in rates or regulations authorized by legally constituted authorities acts as a modification of all contracts to that extent, subject to Commission notice requirements.

If an applicant has an outstanding account with the Company, the Company reserves the right to reject application for service until the amount due has been paid in full.

A contract for service may be transferred to another member of the family in the case of residence service and to another individual, partnership, association, or corporation in the case of nonresidence service. 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 transfer service that is transferred in accordance with these provisions.

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REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2. Application of Nonresidence and Residence Rates

Although the location of a customer's telephone service or the type of directory listing desired may in most cases serve as a satisfactory basis for determining whether nonresidence or residence rates apply, final determination will be based on the criteria in this Part D.2.

a. Nonresidence Rates

Telephone service is classified and charged for as nonresidence when a nonresidence listing is furnished. Telephone service is also classified and charged for as nonresidence when:

1. The service is:

- a. Used regularly in the pursuit of monetary gain from an occupation, commercial activity, or industrial effort; or
- b. Used primarily in conjunction with a nonprofit activity of a service, organizational, professional, institutional, or charitable nature; or
- c. Advertised regularly for the purpose of soliciting calls to the customer's telephone number;

and

2. The customer is not:

- a. A customer of other nonresidence telephone service used in the principal conduct of the activity in which the customer is engaged; or
- b. An employee or a representative of a customer to other nonresidence telephone service used in the principal conduct of the activity in which the customer is engaged.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2. Application of Nonresidence and Residence Rates (Continued)

b. Residence Rates

Telephone service is classified and charged for as residence at all residences when the conditions requiring a nonresidence classification as set forth in Part D.2.a. preceding are not present.

Telephone service is also classified and charged for as residence when furnished at any location as an access to a repeater control and/or autopatch facility of a bona fide amateur radio operator, organization, or society duly licensed as a primary station by the Federal Communications Commission as an amateur radio station pursuant to FCC Part 97. The Company may request a copy of the amateur radio station license prior to the installation of service.

When it is determined that a residence service customer is using the service in such a manner that it should be classified and charged for as nonresidence service under the above provisions, the Company will reclassify the service of the customer to nonresidence and bill the customer the appropriate nonresidence rates. In the event the customer refuses to pay the applicable nonresidence rates, the Company may temporarily deny or discontinue the service under the provisions of this tariff applicable to payment for service.

3. Conversion of Nonresidence Service to Residence

This tariff does not permit the purchase of local residential service for use or resale as nonresidence service. The Company may limit conversions of nonresidence service to residence in accordance with this restriction.

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REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

4. Deposits

The Company may, in order to safeguard its interests, require an applicant or a customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. With respect to BLES, such deposit will be in accordance 4901:1-6-12 O.A.C. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations concerning advance payments and the prompt payment of bills on presentation. When the contract is terminated, the amount of the deposit and any accrued interest as required by law 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 as required by law for qualified customers in the form of a check or credit.

5. Telephone Numbers

The Company will administer telephone numbers in keeping with the rules and requirements of this Commission and the Federal Communications Commission and in accordance with the procedures established by the North American Plan Numbering Administrator (NANPA) and the Number Pooling Administrator. The customer has no property right to 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.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

6. Payment for Service

The Company incorporates, by reference, and will adhere to the billing requirements for BLES in Chapter 4901:1-6-12 O.A.C.

Bills are rendered monthly and include charges for local service for the current service month and any applicable usage charges.

A subscriber's bill will not be due earlier than 21 days from the bill date printed on the bill. If the bill is not paid by the due date, it then becomes past due. The customer is responsible for payment monthly and in accordance with the 21 day provision for payment, of all charges for facilities and services furnished the customer, including charges for services originated or charges accepted at such facilities.

Prior written notice 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 Part D.7. of this section. Service will not be denied prior to seven days from the postmark on the notice.

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.

Customers who do not pay for service in accordance with this section may be assessed a Late Payment Fee and/or a Returned Check Charge as described in the Company's service agreements for local telephone services.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

7. Denial or Disconnection of Service

The Company incorporates by reference, and will adhere to Chapter 4901:1-6-12 O.A.C. regarding the denial and/or disconnection of BLES.

Service may be disconnected or refused when any of the following conditions exist:

Violation of or noncompliance with the PUCO's regulations governing service supplied by the Company;

Failure to comply with municipal ordinances or other laws pertaining to telecommunications services;

Refusal by the subscriber to permit the Company necessary access to its facilities or equipment;

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

When an emergency may threaten the health or safety of a person, a surrounding area, or the Company's distribution system;

In the event of a subscriber's use of telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or subscribers;

In the event of tampering with any facilities or equipment furnished and owned by the Company;

Violation of or noncompliance with the Company's rules or tariffs on file with the Commission.

The Company will provide advance notice before service is refused, temporarily denied, or disconnected except where the customer tampers with the Company's equipment, the use or misuse of the Company's service and/or equipment adversely affects service to other customers, or to mitigate or avoid a safety hazard.

The Company, under the provisions in of this Part D.7, may either temporarily deny service or terminate the contract without incurring any liability.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

7. Denial or Disconnection of Service (Continued)

If a subscriber or a member of the subscriber's household demonstrates that disconnection of service would be especially dangerous to his or her health, the Company will consider this circumstance when offering extended payment arrangements to avoid disconnection. Payment arrangements will be offered regardless of the credit class of the subscriber.

Customers whose service is temporarily denied may be assessed a Restoral of Service Charge as shown in Section 3 of this tariff or as shown in the Company's service agreements for local telephone services.

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, or violation of any law or regulation pertaining to telecommunications service.

Service may not be refused, denied or disconnected for any of the following reasons:

Delinquency in payment for service by a previous occupant at the premises to be served, other than a current member of the same household;

Failure to pay for a class of service different from that being provided to the location of the account;

Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;

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REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

8. Maintenance and Repairs

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

E. INITIAL SERVICE PERIOD

The initial service period for service and facilities is one month on the same continuous property.

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, as specified in Part F of this section, applies at the old location if the move occurs prior to the expiration of the initial service period.

F. DIRECTORIES

The Company will furnish to its customers without charge only the directories required by Chapter 4901:1-6-12 O.A.C.

G. COMMISSION SERVICE STANDARDS

The Company will provide service in compliance with the Chapter 4901:1-6 O.A.C. as now in effect or may become effective.

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