

CINCINNATI BELL TELEPHONE COMPANY LLC
Local Telephone Service Agreement - Kentucky

Section 3 - Regulations

A. GENERAL

The regulations of this section apply to all sections of this Agreement unless specified elsewhere in this Agreement. These regulations are in addition to the regulations in the Company's tariffs. Where the regulations in this Agreement are in conflict with the regulations in the Company's tariffs, the tariffed regulations apply.

Each revision will be effective on the date shown in this Agreement, subject to applicable customer notice requirements.

B. OBLIGATION 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. 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)

3. Service Irregularities and Interruptions

In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of the unavoidability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions, and limitations herein specified.

In the event of an interruption to service which is not due to the negligence or willful act of the customer, there will be allowed a pro rata adjustment of the monthly charges involved, for the service and facilities rendered useless and inoperative by reason of the interruption, during the time said interruption continues in excess of twenty four hours from the time it is reported to the Company or detected by the Company. For the purpose of administering this regulation, every month is considered to have thirty days.

For the purpose of applying this provisions, the word "interruption" shall mean the inability to complete calls; incoming, outgoing, or both. "Interruption" does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits, or other network and/or switching capacity shortages. Nor shall the credit allowance apply where service is interrupted by the negligence or willful act of the Customer or the failure of facilities provided by the Customer, or unlawful or improper use of the facilities or service.

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 Measured Service or other usage based service will not affect any usage allowance 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)

4. Use of Connecting Company Lines

When the lines of other telephone 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 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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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 it in good condition, except for reasonable wear and tear.

b. Resale and Sharing of Service for Shared Tenant Services

(1) Use of customer Local Exchange Service (excluding Foreign Exchange Service) furnished by the Telephone Company may be resold subject to the following regulations.

- (a) Resale of Local Exchange Service is permitted on non-residence trunk lines at the rates listed in the Exchange Rate Tariff.
- (b) Resale of Local Exchange Service is permitted where facilities permit and within the confines of specifically identified continuous property under the control of a signal owner or within a common development with a single name identity, e.g., office parks, commercial malls, etc.
 - i. Single ownership does not preclude ownership by a corporation, joint venture, or partnership with a single name identity.
 - ii. Continuous property is property that is not intersected by property owned by another entity. Such property may be intersected by public thoroughfares, railroads, and other rights of way provided that the property segments created would be continuous in the absence of such intersections.
- (c) A reseller of Local Exchange Service may be responsible for resale service establishment charges in addition to all other applicable recurring and nonrecurring charges. These charges will be based on an actual or reasonable estimation of the incremental costs incurred by the Telephone Company in reviewing resale applications for service.
- (d) A 36-month minimum service period applies to resellers, with a Service Cancellation Fee applicable at the date of termination based on the exchange rates in effect. The Service Cancellation Fee is reduced 1/36 per month and will be an amount equal to the exchange rates for the maximum number of lines subscribed to during the service period. A nine-month notice is required prior to termination of service by the reseller.
- (e) Temporary suspensions of service for resellers are prohibited
- (f) The Telephone Company will provide direct local Exchange Service, upon request, to any tenant in a resale system. The reseller will make direct access facilities available to the Telephone company at no charge. The Telephone Company, however, is responsible only for local exchange facilities up to and including the network interface of the reseller's premises.

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C. USE OF SERVICE AND FACILITIES (Continued)

Responsibility and compensation for facilities beyond the network interface is a matter of negotiation between the seller and the tenant requesting Telephone Company service.

- (g) The Telephone Company will not be responsible for the manner in which the use of service or charges are allocated to others by a customer who resells service. All applicable rates and charges for such service will be billed to the customer.
- (h) Directory listing for the residential and nonresidential patrons of customers who resell Local Exchange Service will be provided at the rates for nonresidence additional listings as found in the Local Service Tariff PSC Ky No. 1.
- (i) Participation in a resale system shall be limited to occupants of a building or contiguous complex of buildings which compose a resale system.
- (j) The resale of private line services via a reseller of Local Exchange Service is prohibited.
- (k) Private interconnection of a resale system with other systems is prohibited.
- (l) A reseller of Local Exchange Service who is utilizing Customer Provided Equipment must comply with the rules and regulations concerning interconnection as specified in C.2. following.
- (m) Discounts, as specified in this service agreement, do not apply for resale situations
- (n) Rules and regulations regarding the resale of Local Exchange Service do not apply where the end users of the exchange service are considered transient in nature and the service is considered incidental to the function of the organization (e.g., hotels, hospitals, etc.).

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

a. General

Terminal equipment, communications systems 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 applicable 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,

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- the calling or called party. Upon notice from the Company that customer-provided terminal equipment, communications system, or inside is causing such hazard, damage, malfunction or degradation of
3. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire
(continued)

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 tariff, 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.

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)

3. 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.3., 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 the Company's tariffs and/or service agreements.

e. Connection of Grandfathered Communications Systems and Terminal Equipment

Grandfathered Communications Systems denotes customer-provided communications systems (including their equipment, premises wiring and protective circuitry if any) connected at the Customer's premises that are considered to be grandfathered under Part 68 of the Federal Communications Commission's (FCC) Rules and Regulations. These systems may remain connected for the life of the equipment without registration. Additions and modifications may be made only in accordance with FCC Part 68.

f. 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.

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C. USE OF SERVICE AND FACILITIES (Continued)

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

g. 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 Federal Communications Commission.

4. Use of Local Exchange Service

Local Exchange Service, as distinguished from pay telephone service lines, is furnished only for use by the Customer, the Customer's family, employees or representatives, persons residing in the Customer's household, or guests of the Customer, except as the use of the service may be extended to:

Patrons, as opposed to tenants, of the customer where the use of the service by the patron is incidental to his patronage of the Customer, provided no charge is made by the Customer for such use.

Patrons of the customer, and to the public in general, in connection with Automatic Dialing Telephone Units arranged for the origination of calls only to preselected telephone numbers.

Another party on a different premises, to provide for the answering of calls during the customer's absence. Such a termination is furnished only with the understanding that outward calls are not to be placed from it, and on the condition that use of separate exchange service is available to the other party on the same premises.

The Company will refuse to install Customer service, or to permit such service to remain on premises where the equipment is located so that the public in general, except as stated in this Part C.4., may make use of the service.

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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 Agreement or the Company's tariffs. 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 charges for the initial period and/or termination of service as specified in parts E and F of this section. Any change in rates or regulations acts as a modification of all contracts to that extent, subject to Commission notice requirements.

When an application for service is cancelled by the applicant or a Customer before service is established, the applicant or Customer may be required to reimburse the Company for all expenses, including engineering and construction costs, incurred by the Company as a result of the application before it received notice of cancellation. The amount of reimbursement, however, will not exceed the service, construction, installation, and termination charges that would have been applicable if the service had been established.

When a request for additions, rearrangement, relocation, or modification of service or equipment is cancelled by a Customer before the work involved has been completed, the Customer may be required to reimburse the Company for all expenses, including engineering and construction costs, incurred by the Company as a result of the request before it received notice of cancellation. The amount of reimbursement, however, shall not exceed the service, construction, installation, and termination charges that would have been applicable if the work involved in complying with the request had been completed.

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 individual, partnership, association, or corporation. No billing adjustment for service previously furnished is made, and the new Customer must assume all outstanding indebtedness of the original Customer. A Change of Lessee charge may apply to service transferred in accordance with these provisions.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2. Initial Service Period

The initial service period for all service and facilities is one month on the same continuous property, except for Directory Listings or as otherwise specified this Agreement. If a Directory Listing appears or will appear in the directory, the initial service period is the directory period. Each directory period is considered a separate initial service period.

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 D.3. of this section, applies at the old location if the move occurs prior to the expiration of the initial service period.

3. Termination of Service

Termination of service may be arranged for, prior to the expiration of the initial service period, when notice is given to the Company five days in advance, and upon agreement to pay all charges due for service furnished plus any termination charge. In the event a portion of an installation is discontinued, the application of termination charges will be based on the premise that the items of equipment discontinued were the last such items installed.

The service period is not terminated when service and facilities are relocated within the same continuous property, and the Customer pays the charges specified for this type of relocation.

Application of termination charges is as follows:

a. Service for Which the Initial Service Period is One Month

Charges due for the unexpired portion of the initial service period.

b. Directory Listings

If a listing for the listed party does not and will not appear in the directory, service may be terminated at any time without termination charge subject to a minimum charge for one month. If a listing for the listed party appears or will appear in the directory, the termination charge equals the charges due to the end of the directory period; except that in the following cases service may be terminated without termination charge, subject to a minimum charge for one month.

1. The main service is terminated.
2. The listed party becomes a local telephone service Customer.
3. Death of the listed party.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

4. 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.4.

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)

4. 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.4.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 Agreement applicable to payment for service.

5. Conversion of Nonresidence Service to Residence

Purchase of local residential service for use or resale as nonresidence service is prohibited. The Company may limit conversions of nonresidence service to residence in accordance with this restriction. A nonrecurring charge applies to service converted from nonresidence to residence, or vice versa.

6. Flat Rate and Measured Service Combinations

Combinations of Flat Rate and Measured Services are not furnished on the same continuous property, except where the two services are used for separate purposes and are not used to supplement each other.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

7. 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 Numbering Plan Administrator (NANPA) and the Number Pooling Administrator. 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 and the number change is technically unavoidable.

8. Advance Payments

Applicants for service who have no account with the Telephone Company or whose financial responsibility is not a matter of general knowledge, may be required to make an advance payment at the time of application equal to the premises or initial charge or both; and at least one month's charge for the service provided. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under the contract.

9. Deposits

- a. Any applicant who is unable to establish a satisfactory credit standing with the Telephone Company or any customer whose credit standing has become impaired may be required to deposit a sum up to an amount equal to two-twelfths of the estimated annual bill of such customer or applicant. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- b. Interest on cash deposits will be payable per the deposit rules and regulations prescribed by the Commission for the period during which the deposit is held. Such deposit will be refunded or credited to the customer upon termination or after one year of prompt payment for service.
- c. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Telephone Company's regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Telephone Company providing for the discontinuance of service for non-payment of any sums due the Telephone Company.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

10. Payment for Service

Bills are rendered monthly and include charges for local service for the current service month and any applicable usage charges. The bill will include charges for local service for the current service month and any applicable usage charges, the Customer's telephone number, the due date of the bill, the amount due, and the period of time covered by the bill. Information regarding one-time charges, credits, local calling detail and long distance calls will be provided as is appropriate in each case based on customer activity.

The Customer is responsible for payment monthly, or on demand, of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities. Bills for service shall be considered delinquent if the bill is not paid within 18 calendar days following the date of the bill (closing/print date of the bill).

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.11. of this section. Service will not be denied prior to five days from the date contained on said notice.

All service provided to the same Customer, regardless of the tariff and/or service agreement under which the service is provided, is considered one service for payment purposes. All service may be disconnected for non-payment even though payment is current for service provided under one or more tariffs or service agreements.

A Customer 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 Customer'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 Customer will then be subject to the one-time charge in effect at the time the work is completed by the Company.

Any objection to charges on a customer's bill should be promptly reported to the Company. Adjustments to customer's bills shall be made to the extent that records are available and the claim can be justified. Customers will be furnished at no cost one copy of their bill for the current month.

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 outlined in this Service Agreement.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

11. Denial or Disconnection of Service

In the event of abandonment of the service, the non-payment of any sum due, failure to make a suitable deposit, the use of foul or profane expressions, the impersonation of another with fraudulent intent, listening in on party line conversations, use of the service in such manner as to interfere with the reasonable use of the service of other customers, use of the service for any purpose other than as a means of communication, or any other violation of the regulations of the Telephone Company, or upon objection to the continuance of service made by or on behalf of any governmental authority, the Telephone Company may, without incurring any liability thereby either temporarily deny service or terminate service.

When the service of a customer has been temporarily denied in accordance with the preceding paragraph and the order to remove the service has not been issued and completed, such service will be restored, following adjustment of the circumstances that caused such temporary denial, upon the payment of a restoration charge per access line.

In case service has been denied for non-payment of charges due, in addition to the restoration of service charge, the customer will be required to pay all charges due. Temporary denial status will be maintained for a minimum period of five days after which time the service will be discontinued. Subsequent to the completion of a discontinuance order, service will be reestablished only upon the basis of a new service application.

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

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

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

Refusal by the Customer 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;

A Customer uses 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 customers;

A Customer's tampering with any facilities or equipment furnished and owned by the Company;

Violation of or noncompliance with the Company's rules, this Agreement, or the Company's tariffs.

Customers whose service is temporarily denied may be assessed a Restoral of Service Charge as outlined in this Service Agreement.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

11. Denial or Disconnection of Service (Continued)

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;

The Company acting on its own behalf as a toll provider or on the behalf of any toll provider, subject to billing and collection agreements, may block a Customer's access to the toll provider for the nonpayment of toll charges. Call Blocking will be administered in accordance with the terms and conditions specified in Section 16 of this Agreement. The Company may universally block access to toll as long as the blocked Customer is not denied the right to elect, through a presubscribed interexchange change (PIC) mechanism, any subsequent toll service provider that is willing to provide such service.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

12. Toll Limitation

Toll Limitation limits a Customer to eight hundred (800) minutes of unpaid toll usage. The 800 minutes of toll usage consists of all toll usage that is provided by the Company or any other toll provider for whom the Company provides billing service, and is based on actual, current unpaid usage, not just usage that has already appeared on the Customer's bill.

When a Customer reaches a threshold limit of toll minutes, a message will be played to the Customer when the Customer attempts to place the next toll call. This message will state that the Customer has reached a threshold number of minutes and has only a certain number of available minutes before Toll Limitation is activated on the account. Additionally, the Customer will be directed to contact the Company if the Customer has any questions.

The Customer will be blocked from initiating toll calls after hanging up on any call that carries the Customer past 800 minutes of accumulated unpaid toll minutes. Upon reaching the 800 minute limit, if the Customer is presubscribed to any toll carrier for which the Company is the primary billing agent for 1+ calling, the Customer will have both 1+ calling and dial around capabilities blocked. If the Customer's pre-subscribed carrier is not a carrier for which the Company is the primary billing agent for 1+ calling, then only the Customer's dial around access will be blocked. Once blocked, the Customer will not be able to begin making toll calls again until the Customer has paid the full amount of toll charges owed.

Access to local calling, emergency services (911) and "800" numbers will not be effected by this restriction. Customers attempting to access restricted services, i.e. toll, will be automatically routed to either a recorded announcement or a customer service representative for information regarding service restoration.

Customers may request this service as a means of limiting their toll or the Company may implement Toll Limitation on its own in order to limit its risk in regard to uncollectible accounts. The Company will inform a Customer when placing an order for service if the Customer is being placed on Toll Limitation. When a Customer is placed on Toll Limitation, the Company will send a letter to the Customer outlining the specifics of Toll Limitation.

Toll Limitation does not preclude requiring a deposit for toll service. Customers who are to be placed on Toll Limitation may be required to pay a deposit depending on their credit history. Deposits will be based upon a minimum of 800 minutes of usage per month or upon the terms and conditions established by the toll provider.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

13. Monthly Fees and Surcharges

Monthly access line fees and surcharges as shown in the Company's Local Service Tariff PSC KY No.1 and FCC Access Tariff No.35, including but not limited to EUCL, 911, TRS, and Lifeline, apply to the access line services provided pursuant to this Agreement.

14. Grandfathered Services

Grandfathered services are available only for existing customers of that service. Grandfathered services are not furnished for new installations, regrades, or moves unless exceptions are specified in the section of this Agreement addressing a specific grandfathered service.

A Customer with a grandfathered service may change to an available service free of initial change charges or nonrecurring charges.

15. 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.

16. 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.

E. TERMINATION OF SERVICE

Termination of service may be arranged for, prior to the expiration of the initial service period, when notice is given to the Company five days in advance, and upon agreement to pay all charges due for service furnished plus any termination charge.

In the event a portion of an installation is discontinued, the application of termination charges will be based on the premise that the items of equipment discontinued were the last such items installed.

The service period is not terminated when service and facilities are relocated within the same continuous property, and the customer pays the charges specified for this type of relocation.

Termination charges equal to the unexpired portion of the initial service period, typically one month as defined in Part E of this section, will apply for service that is terminated prior to completion of the initial service period, resulting in a charge equal to the charge for the initial service period.

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Section 3 - Regulations

F. PROVISION FOR CERTAIN TAXES AND FEES

There shall be added to the customer's bill, as a separate item, an amount equal to the customer's proportionate part of any license, occupation, franchise, excise, communications services or other similar tax or fee, now or hereafter agreed to or imposed upon the Company by the state or any local public agency or taxing authority, whether imposed by statute, ordinance, franchise agreement or otherwise, and whether imposed upon or measured by the gross receipts, net receipts or revenues of the Company. Such amount will be added to the bill of each customer who receives service within the territorial limits of the taxing authority. Where more than one such tax or fee is imposed, each of the amounts applicable to the customer shall be added to the customer's bill as a separately identified item.

G. DIRECTORIES

The Company will furnish to its customers without charge only the directories required by KRS 278.541.