

SCHEDULE A DEDICATED FUSE INTERNET

1. SERVICE PRICES

| Mb Commitment | Monthly | 12 Month | 24 Month | 36 Month | 48 Month | 60Month | 84 Month |
|---------------|---------|-------------|-------------|-------------|-------------|---------|-------------|
| 10Mb | TBD | \$66 | TBD | \$55 | TBD | \$50 | \$47 |
| 20Mb | TBD | \$101 | TBD | \$84 | TBD | \$76 | \$72 |
| 50Mb | TBD | \$189 | TBD | \$158 | TBD | \$142 | \$135 |
| 100Mb | TBD | \$315 | TBD | \$263 | TBD | \$236 | \$224 |
| 200Mb | TBD | \$567 | TBD | \$473 | TBD | \$425 | \$404 |
| 500Mb | TBD | \$1,103 | TBD | \$919 | TBD | \$827 | \$786 |
| 600Mb | TBD | \$1,210 | TBD | \$1,008 | TBD | \$907 | \$862 |
| 700Mb | TBD | \$1,279 | TBD | \$1,066 | TBD | \$959 | \$911 |
| 800Mb | TBD | \$1,361 | TBD | \$1,134 | TBD | \$1,021 | \$970 |
| 900Mb | TBD | \$1,418 | TBD | \$1,181 | TBD | \$1,063 | \$1,010 |
| 1Gb | TBD | \$1,449 | TBD | \$1,208 | TBD | \$1,087 | \$1,032 |
| 2Gb | TBD | \$2,646 | TBD | \$2,205 | TBD | \$1,985 | \$1,885 |
| 10 Gb | TBD | \$0 | TBD | \$0 | TBD | \$0 | \$0 |

IP Addresses Pricing

| Network | Total IPs | Usable IPs | Billable Units | \$/Unit | Total \$ |
|---------|-----------|---------------|-------------------|---------|----------|
| /31 | 2 | 1 | 0 | \$4 | \$0 |
| /30 | 4 | 1 | 0 | \$4 | \$0 |
| /29 | 8 | 5 | 4 | \$4 | \$16 |
| /28 | 16 | 13 | 12 | \$4 | \$48 |
| /27 | 32 | 29 | 28 | \$4 | \$112 |
| /26 | 64 | 61 | 60 | \$4 | \$240 |
| /25 | 128 | 125 | 124 | \$4 | \$496 |
| /24 | 256 | 253 | 252 | \$4 | \$1,008 |
| /23 | 512 | 509 | 508 | \$4 | \$2,032 |
| /22 | 1024 | 1021 | 1020 | \$4 | \$4,080 |

The Customer must also purchase transport service from Cincinnati Bell (for example, Cincinnati Bell Ethernet Service (CBES) or CBES Silver) for Local Access.

Special Construction charges may apply

Expedite Charge, per order: \$1,500.00 USOC: CX4LX

Design Change Charge, per order: \$ 100.00 USOC: H28

Service Date Change Charge, per order: \$ 100.00 USOC: OMC

Design Management Charge,

per request circuit level moved: \$1,150.00 USOC: PCC10

Circuit Identification Charge,

per occurrence: \$ 300.00 USOC: NRTAG

2 DESCRIPTION

- 2.1 Dedicated FUSE Internet Access Defined as the engineering, configuration, installation, maintenance and repair services provided by Cincinnati Bell to Customer necessary to interconnect Customer's network to the Dedicated FUSE Internet Access network for passage to the Internet for data transmission.
- 2.2 Internet Defined as a Network of Global Computers as defined in 1996 running on Transmission Control Protocol (TCP), on top of Internet Protocol Version Four (IPv4).
- 2.3 Demarcation Point Defined as the point of physical separation of Cincinnati Bell's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Dedicated FUSE Internet Access service presented by Cincinnati Bell to Customer.
- 2.4 Cincinnati Bell will provide Dedicated FUSE Internet Access service as specified on the Services Agreement sheet. Other "optional" features relating to Dedicated FUSE Internet Access service are also available to Customer if requested and agreed upon by both Parties.
- 2.5 Subject to Section 5, below, Cincinnati Bell's provision of Dedicated FUSE Internet Access service will include the maintenance and repair required to maintain the Dedicated FUSE Internet Access service in proper working order on Cincinnati Bell's side of the Demarcation Point.
- 2.6 Cincinnati Bell will assign to Customer one (1) usable Internet Protocol (IP) address for Dedicated FUSE Internet Access service. Customer may request additional IP addresses by completing and submitting Cincinnati Bell's IP Justification Form. Cincinnati Bell does not guarantee additional IP Addresses will be provided and reserves the right to deny any request for additional IP addresses.
- 2.7 Unless otherwise agreed in writing, Cincinnati Bell will provide Dedicated FUSE Internet Access service for TCP/IP based communication protocols for transmission across the Internet only.
- 2.8 The electrical signals of Dedicated FUSE Internet Access will operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 10/100 Mbps, IEEE Standard 802.3 (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).

THIS CINCINNATI BELL SERVICES AGREEMENT IS SUBJECT TO CINCINNATI BELL GENERAL TERMS AND CONDITIONS. BY SUBMITTING AN ACCESS SERVICE REQUEST, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS.

3 SERVICES AND RATES.

- 3.1 In addition to the Service Prices, Customer will incur any and all charges that may be mandated by any regulatory Commission with jurisdiction over Cincinnati Bell or Dedicated FUSE Internet Access service.
- 3.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Dedicated FUSE Internet Access service prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual time and material expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

4. TERM

- 4.1 Dedicated FUSE Internet Access service is available for a minimum term of one month, or under a term payment plan of 12, 24 36, 48, 60 or 84 months. If a Customer terminates a service, without cause, prior to the expiration of the term, the Customer will pay to Cincinnati Bell a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable 12, 24, 36, 48, 60, or 84-month term payment plan.
- 4.2 The initial term for the individual services covered under this Supplement shall be specified in the applicable Access Service Request.
- 4.3 Following expiration of the term of a service covered under this Supplement, the service will automatically renew for a term of the same duration at the then-current rate in the rate schedule, unless either party provides written notice to terminate at least thirty (30) days prior to expiration of the initial or any renewal term
- 4.4. If nonrecurring charges associated with the installation of Dedicated FUSE Internet Access service are waived and the Dedicated FUSE Internet Access service is then terminated prior to the expiration of the Initial Term, the Customer will become liable for payment of the waived charges.
- 4.5. Cincinnati Bell will furnish Customer with a telephone number that Customer will use to report any trouble with Dedicated FUSE Internet Access service (1-800-FUSENET (387-3638), Option 4).

5. OUTAGE ADJUSTMENTS

- 5.2. Cincinnati Bell will use commercially reasonable efforts to repair any inoperable Dedicated FUSE Internet Access service port within four (4) hours (residential-based dedicated Integrated Services Digital Network [ISDN] excluded) after Customer has notified Cincinnati Bell that such port is inoperable or it has come to the attention of Cincinnati Bell that Customer's port is inoperable. If such port remains inoperable for more than eight (8) hours after Customer has notified Cincinnati Bell that such port is inoperable, Cincinnati Bell will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable.
- 5.3. The total amount of all credits for any one inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be Cincinnati Bell's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port. The above-mentioned Repair and Response policies do not apply to any Cincinnati Bell facility outages.