

PRIME ADVANTAGE – TERMS AND CONDITIONS SUPPLEMENT

1. TERM.

1.1. After expiration of the Initial Term as stated on the Services Agreement, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods ("Renewal Term") unless either Party terminates this Agreement by providing thirty (30) days advance written notice of termination to the other Party prior to the expiration of the then-current Term. Hereinafter "Term" shall mean collectively Initial and/or Renewal Term. Notwithstanding the foregoing, Cincinnati Bell reserves the right to adjust rates (including but not limited to pricing and fees for equipment) at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period and terminate services within the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

2. DEFINITIONS.

2.1 Prime Advantage – is a high-speed, high-capacity switched digital interface carrying 24 channels between the Customer's premise (ISDN-compatible, PBX, router, bridge, computer interface or other CPE) and a Cincinnati Bell central office. Each Prime Advantage facility consists of up to 23 bearer channel (B channels) for circuit-switched voice, video and data, and a separate delta channel (D channel) dedicated to perform monitoring and signaling for the B channels.

3. SERVICES AND RATES.

3.1. Prime Advantage service will be provided as specified on the attached Services Agreement.

3.2. If Customer cancels, in whole or in part, any requested installation, addition, rearrangement, relocation or other modification to Prime Advantage service prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual 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.

3.3. Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

3.4. Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Prime Advantage service.

4. BILLING.

4.1. Customer agrees to timely pay all monthly bills. Any amount outstanding after the due date on the Customer bill shall be deemed a "past due balance". In the event of a disagreement about a Customer bill, Customer may contact Cincinnati Bell Customer Care at 513-566-5050. Customer satisfaction is of the utmost importance to Cincinnati Bell, and it is our policy to fully investigate and resolve, to our satisfaction, all customer billing disagreements lodged within 60 days of the original due date.

5. TERMINATION CHARGES.

5.1. In the event that Prime Advantage Service under this Agreement is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, the Customer will pay 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 expiration of the then-current Term.

5.2 If non-recurring charges associated with the installation of Prime Advantage service are waived and the Prime Advantage service is then terminated prior to the expiration of the initial Term, the Customer will become liable for payment of the waived charges.