

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
Nonresidence Service Agreement - Local Telephone Services

Section 20 – Miscellaneous Local Services

A. ABBREVIATED DIALING

1. Terms and Conditions

Abbreviated Dialing is a four-digit local dialing arrangement following a # sign (#XXXX). This is an offering for business Customers to allow their customers to dial an abbreviated code instead of the standard required number of digits.

Abbreviated Dialing numbers (maximum of 10 numbers per Customer) can be held for up to 30 days prior to the customer ordering the Abbreviated Dialing service. At the end of the 30-day period, the Customer must order the Abbreviated Dialing service, reserve the Abbreviated Dialing number and be billed the monthly charge for the Abbreviated Dialing number, or relinquish the Abbreviated Dialing number.

Reservation or assignment of Abbreviated Dialing codes (maximum of 10 numbers per customer) will be conducted on a first-come-first-serve basis. If the number of requests for Abbreviated Dialing service codes exceeds the number of service codes available, a lottery will be conducted by randomly selecting and listing in order of selection all of the Customers entered in the lottery. The first Customers selected will be assigned the Abbreviated Dialing numbers. The remaining Customers will be entered on a waiting list in the order of selection of the lottery. This waiting list will determine the order in which Customers will be entitled to receive surrendered, disconnected and/or new Abbreviated Dialing numbers as they become available

Customers will be billed the monthly recurring charge immediately following the assignment of the Abbreviated Dialing number.

Reservation and assignment of an Abbreviated Dialing code will be on a first-come-first-serve basis. If an Abbreviated Dialing number is requested by multiple Customers and contracts for that Abbreviated Dialing number are signed by these Customers on the same day, the lottery process specified above will be conducted to determine the Customer who shall receive the Abbreviated Dialing code in question.

Following assignment of the Abbreviated Dialing code, the provisioning date must be within 30 days of the date the Abbreviated Dialing number is assigned to the Customer. The Abbreviated Dialing Customer will be billed the nonrecurring charge when the service is provisioned by the Company.

If during the period between assignment and provisioning, the Abbreviated Dialing Customer has failed to establish service or decides to discontinue service establishment, the Abbreviated Dialing number will be recalled and the number will be available for reassignment as specified above. If the network has been provisioned for the Customer, the nonrecurring charge will not be refunded.

Abbreviated Dialing is furnished subject to the availability of Abbreviated Dialing numbers.

Abbreviated Dialing is limited where facilities are available and where facilities permit.

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A. ABBREVIATED DIALING (Continued)

In order for access line customers of another telephone company to access the Abbreviated Dialing code, special arrangements may need to be made by the Customer with the other company.

Abbreviated Dialing Customers should work with cellular companies to determine whether cellular customers will be able to reach services provided by dialing an Abbreviated Dialing number.

Access to Abbreviated Dialing service is not available for calls placed using the following services or systems:

- Pay Telephone Access Lines
- PBX systems, e.g., Hotels, Hospitals
- 1+
- 0+, 0- (Credit Card, Third Party Billing, Collect Calls)
- Inmate Service
- 101XXXX

Directory Listings may be provided for Abbreviated Dialing service subject to rates and regulations for Additional Listings in Section 8 of this Service Agreement.

Measured service usage charges will be applicable for those customers with measured rate service who call Abbreviated Dialing service.

Abbreviated Dialing Customers are restricted from selling or transferring the Abbreviated Dialing number.

Use of Abbreviated Dialing is subject to possible recall of the Abbreviated Dialing code by the Federal Communications Commission (FCC) or other authorized agency for national or public use. The Abbreviated Dialing Customer must, prior to provisioning of the service, sign a written acknowledgement of this condition and an agreement to return the code upon receipt of six months written notice of such a recall from the Company and abide by any subsequent rule which may be identified by the FCC in Docket 92-105 or subsequent dockets addressing number administration regarding the use and return of such Abbreviated Dialing numbers. In the event of recall by the FCC or other authorized agency, the Company will work with all Abbreviated Dialing Customers affected by the recall to transfer their service arrangements, if technically and economically feasible at the time, to another Abbreviated Dialing arrangement, and if not feasible, to the standard local dialing arrangement within the 6-month notice period. The Abbreviated Dialing Customer will not be charged for the establishment of another Abbreviated Dialing arrangement as a result of this recall.

In no way shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or any other act, omission or failure of performance by the Company, or its employees, or agents, in connection with this service. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities or equipment nor on equipment owned or leased by the customer.

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A. ABBREVIATED DIALING (Continued)

The Abbreviated Dialing Customer shall be liable for, and shall indemnify, protect, defend and save harmless the Company, its employees, and agents, against all suits, actions, claims, demands, and judgments, and of all costs and expenses incurred on account thereof, arising out of and resulting directly or indirectly from the Abbreviated Dialing Service or in connection therewith, including, but not limited to, any loss, damage, expense, or liability resulting from any infringement or claim of infringement, of any patent, trademark, or copyright, or resulting from any claim of libel and slander.

The Abbreviated Dialing Customer is prohibited from providing programming which involves live group interaction or mass calling which may adversely affect the network.

The Abbreviated Dialing Customer shall exclude from any advertisement any matter the dissemination of which is prohibited by law, profane, or offensive. No advertisement shall be used which, because of words, phrases, statements, or illustrations or information omitted therefrom, has the capacity or tendency to mislead or deceive prospective callers as to the nature of any information to be received from the Abbreviated Dialing call.

The Abbreviated Dialing Customer shall respond promptly to all complaints against any service provided through the Abbreviated Dialing number. If requested by the Company, the Abbreviated Dialing Customer shall assist the Company in responding to complaints made against the Company concerning the Customer's Abbreviated Dialing service.

The Company shall be authorized to disconnect any service provided to the Abbreviated Dialing Customer utilized, directly or indirectly, with the Abbreviated Dialing which fails to comply with the regulations and conditions set forth herein, upon five days notice to the Customer.

The Abbreviated Dialing Customer will subscribe to adequate exchange facilities to transport the calls to the Abbreviated Dialing Customer's premises.

Suspension of Service (Vacation Service) is not allowed with Abbreviated Dialing.

Disconnected Abbreviated Dialing numbers will be available for reassignment after 90 days.

2. Rates and Charges

The rates and charges for Abbreviated Dialing are in addition to all other charges.

If an existing Abbreviated Dialing Customer changes the telephone number associated with the Abbreviated Dialing code, the Abbreviated Dialing nonrecurring charge will apply

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

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B. 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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C. BILLED NUMBER SCREENING

1. Terms and Conditions

Billed Number Screening is an incoming toll screening service available to Customers of the Company's local exchange service. This service is intended to prevent the charging of collect, and/or third number billed calls to a Customer's telephone number.

To provide this service, the Company will place the information required to utilize Billed Number Screening in the Line Information Data Base (LIDB) or other databases. In the event a call is placed and charged to a number which should have been prevented by Billed Number Screening, the Company will adjust the charge for the call or calls from the Customer's bill and turn the information over to the carrier or operator service provider to determine and arrange for any further billing of such calls. The Company makes no guarantee and assumes no liability arising out of the use, lack of use or misuse of Billed Number Screening by Interexchange Carriers or any other entity. Bill Number Screening is not a central office service but rather a database service. It is only effective in combating toll fraud when the Interexchange Carriers and/or Operator Service Providers access the database(s). The Company is not responsible for calls charged to telephone numbers which should have been prevented by Billed Number Screening that are carried over other carrier's networks or facilities.

Billed Number Screening Service is offered subject to the availability of suitable facilities.

The minimum service period for Billed Number Screening Service is one month.

2. Rates and Charges

The rates and charges for Billed Number Screening are in addition to all other charges.

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D. BROADBAND CONNECT

1. Definitions

a. Codec

Codec denotes a device which produces a coded output from an analog input, and vice versa.

b. Demarcation Point

Demarcation Point means the point of physical separation of the Company's network and associated responsibilities, from Customer's network and associated responsibilities. (See Section 2 of this Agreement for a more detailed definition of the Demarcation Point.) The location of the Demarcation Point shall be the physical interface for Broadband Connect service presented by the Company to the Customer.

c. Switch

Switch as used with respect to Broadband Connect denotes a software defined switch.

2. Terms and Conditions

Broadband Connect provides for the intrastate, intraLATA digital transmission of a NTSC (National Television System Committee USA) color video and stereo audio signal from a Customer location to a video switch port where it can be connected to other Customer specified locations.

Broadband Connect gives Customers the capability to transport large amounts of data, including two-way, interactive, full motion video, on a point to point or multi-point basis via dedicated 45 Mbps digital transmission facilities. The service can accommodate up to eight remote sites in a two-way interactive session. Different interactive sessions may run simultaneously. Interactive sessions are reservation-based scheduled by the Customer.

Broadband Connect allows the Customer to initiate and terminate switched transmission without Company participation.

The technical specifications for this service are delineated in "Cincinnati Bell Telephone Broadband Connect Service Interface Specifications."

Broadband Connect will be offered to the Educational Institutions and the General Sectors (Business Customers). The Educational Institutions are limited to those institutions which are chartered by the State Board of Education pursuant to Section 3301.16, Revised Code, as well as, two year and four year colleges and universities accredited by the State Board of Regents.

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D. BROADBAND CONNECT (Continued)

If a major outage to the Company's network occurs, including Broadband Connect service, the Company will use reasonable efforts to restore Broadband Connect service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.

No credit allowance will be made for interruptions due to the negligence and/or failure of equipment provided by the Customer or user. Furthermore, interruptions of service during any period in which the Company is not afforded access to the premises at which this service is terminated will not receive a credit allowance.

At locations where Customer provides power to the Company, the company is not responsible for out of service conditions caused by power outages.

Provision of Broadband Connect service, or provision of any specific element associated with this Agreement, is subject to the availability and operational limitations of the equipment and associated facilities.

Broadband Connect service is available for a minimum term of 12 months.

The Customer may have the option of a "Prepayment Plan" based on the monthly recurring rate per location. Such prepayment will be an amount which will be brought forward to a net present value. The prepayment of charges in no way constitutes a purchase of Company equipment and/or facilities and the Company retains all ownership of all equipment and facilities covered by prepayment.

If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Broadband Connect service prior to completion thereof, 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 service construction, installation termination and other charges for which Customer would have otherwise been responsible.

The Company can apply special construction charges in accordance with the regulations set forth in the Company's Access Service Tariff PUCO NO. 2.

3. Rates and Charges

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

A discount of 20 percent from the regular Broadband Connect rate is allowed to those institutions, which are chartered by the State Board of Education pursuant to Section 3301.16, Revised Code, as well as, two year and four year colleges and universities accredited by the State Board of Regents.

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E. 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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F. DIRECT INWARD DIALING (DID)

1. Terms and Conditions

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.

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.

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 Direct Inward Dialing are shown in the Price List Section of this Agreement.

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G. DID CNAM Database

1. Terms and Conditions

This service provides business customers with the ability to add DID numbers to the CNAM database so that its listed name and associated DID numbers are displayed when dialing out, instead of just displaying the company's main phone number or PBX number. The charge associated with this service will be applied when a DID number is either added to the database or when there is a change to an existing DID number in the CNAM database. Name that appears can only be the listed name on the account. The numbers do not have to be consecutive.

2. Rates and Charges

The nonrecurring charge for this service is per DID number and can be found in the Price List Section of this Agreement.

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H. 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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H. 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. 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 Cincinnati LATA, 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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H. 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 assume 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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I. DISCOUNTS - GOVERNMENT AND EDUCATION

1. Municipal, County, and State Departments

A discount of 20 percent from the regular nonresidence monthly rates for flat rate or measured local exchange services lines or analog PBX trunks, 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 below. The discount in connection with measured service applies to the monthly rate but not to charges for local usage.

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.

2. Public, Parochial, and Private Schools

a. Local Exchange Service Lines and Analog PBX Trunks

A discount of 20 percent from the regular nonresidence monthly rates for flat rate or measured local exchange services lines or analog PBX trunks, 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 below. The discount in connection with measured service applies to the monthly rate but not to charges for local usage.

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.

b. Broadband Connect Service

A discount of 20 percent from the regular Broadband Connect Service rate is allowed to those institutions, which are chartered by the State Board of Education pursuant to Section 3301.16, Revised Code, as well as, two year and four year colleges and universities accredited by the State Board of Regents.

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J. DUAL SERVICE

1. Terms and Conditions

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
- Caller ID
- 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.

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K. 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.

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L. LOCAL CONFERENCE SERVICE

1. Terms and Conditions

Local conference service consists of furnishing local connections on three or more exchange access lines subject to equipment limitations; or combinations of three or more exchange access lines on one connection at the same time so that each may communicate with all the others. Service between all connections must be local.

Local conference service is offered only when all connections are between exchange access lines having the Cincinnati and Kentucky Metropolitan exchanges in their local calling areas.

One class of service is offered, whether the call is to specified persons or specified numbers. The Company will upon request, endeavor to arrange for the establishment of a local conference connection at a specified time.

Charges for local conference calls are billed only to the originating Customer. Chargeable time begins when connection is established between all the persons on the conference and ends when the connection is terminated at all points. A Customer's request that a conferee be added to or disconnected from a conference call on which conversation is in progress, is considered as terminating the call and initiating a new call to the revised group.

2. Rates and Charges

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

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M. 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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N. MAKE BUSY AND BREAK HUNT

1. Terms and Conditions

"Make Busy" and "Break Hunt" are two methods of restricting traffic. With these arrangements, a key is provided at the Customer's location which either makes certain lines busy or breaks the hunting from certain lines so that calls may be directed to a centralized point or to a specific line or lines. At least one line of a group of exchange service lines must be excluded from Make Busy.

The features are provided only with individual nonresidence line service, subject to the availability of facilities. The Make Busy and Break Hunt features use equipment arrangements in the central office which are considered standard by the Company.

A private line channel for control is required between the serving central office and the Customer's location. A closure on the control channel is required at the customer's control location to activate and deactivate the features. The closure is normally provided by an externally mounted locking type key (cut-off key).

Provision of these features is based on the serving central office and the Customer's control location being in the same central office area. When the serving central office and the Customer's control location are not in the same central office area, charges apply equal to the estimated cost for any additional equipment or facilities required to provide the features.

2. Rates and Charges

The rates and charges for Make Busy and Break Hunt are shown in the Price List Section of this Agreement.

For a change from Make Busy to Break Hunt or vice versa, or from one line equipped to another, the specified initial charge applies.

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O. ORIGINATING LINE NUMBER SCREENING

1. Terms and Conditions

Originating Line Number Screening is a two digit code passed by the Company's local central office switch with the Automatic Number Identification (ANI) at the beginning of a call that provides information about the line originating the call. The information provided in the two digit code is designed to inform the exchange or interexchange carrier and/or the operator service provider about certain service classes or special characteristics of the billing number associated with the line originating the call. Under this arrangement, operators should accept only those originating toll calls that are made collect, billed to a third number, or billed to a calling card.

Originating Line Number Screening is offered to non-residence individual line, trunk line, and pay telephone access line customers.

Customers subscribing to Originating Line Number Screening are responsible for all toll calls originating from their line which are not solely carried over the Company's facilities.

If a call originates with the Company, but is not carried solely over the Company's facilities, the Company will send, with an ANI, the two digit code that identifies the call as being selectively screened. The Company assumes no liability for calls completed by any other entity or carrier, as long as the two digit code accompanies that ANI forwarded to the other entity or carrier. The Company is responsible for properly handling calls, which are selectively screened, and are not carried over any other carrier's network or facilities.

Originating Line Number Screening is offered subject to the availability of suitable facilities and equipment.

The minimum service period for Originating Line Number Screening is one month.

2. Rates and Charges

The rates and charges applicable to Originating Line Number Screening Service are in addition to all other rates and charges.

The rates and charges for Originating Line Number Screening are shown in the Price List Section of this Agreement.

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P. PUBLIC ANNOUNCEMENT SERVICE

1. Terms and Conditions

a. General

Use of Company facilities for public announcement service is subject to the following conditions:

1. For purposes of identification, exchange service customers who transmit recorded announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
2. Customers transmitting factual announcement such as time, weather, stock market quotations, airline schedules, and similar information are excluded from the preceding conditions.
3. Failure to comply with the provisions of this Agreement will be cause for termination of the service.
4. The Company will reveal on request, to the extent the information is available from its records, the identity of the individual responsible for service with which announcement facilities have been associated.
5. Public Announcement Service employing customer-provided terminal equipment will be furnished only where facilities are available and only when the provider purchases as many public announcement service access lines as may be required to adequately serve all calls received without interfering with any of the services offered by the Company. The Company reserves the right to evaluate the effect on facilities usage of public announcement services which may result in long holding times and create equipment blockage in the central office. In the event that Public Announcement Service causes significant interference, the Company has the right to discontinue service without prior notification to the customer.

b. Responsibility of the Company

The Company will not be responsible for any loss or damage, or for any impairment or failure of the service, arising from or in connection with the use of customer-owned equipment or facilities and not caused solely by the negligence of the Company.

Telephone service furnished by the Company is not represented as adapted to the transmission of prerecorded messages. The use of customer-provided terminal equipment employed for public announcement service in connection with the facilities of the Company is permitted only on the condition that the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission, or failures or defects in the Company equipment occurring in the course of furnishing service 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, or failure or defect in the Company equipment occurs.

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P. PUBLIC ANNOUNCEMENT SERVICE (Continued)

c. Obligation of the Customer

The Customer is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with public announcement service, and from all holders of copyrights, trademarks and patents used in connection with the service.

The Customer will be liable for, and will indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from Public Announcement Service or in connection with it, including but not limited to, any loss, damage, expense, or liability resulting from any infringement or claim of infringement, of any patents, trademark, copyright, or resulting from any claim of libel or slander, or any other claims related to the content of the program material.

The Customer assumes all financial responsibility including other specific rates and charges under this Agreement for all costs involved in providing Public Announcement Service.

The Customer has exclusive responsibility and control over the content, quality and characteristics of speech used in the recording. The Company assumes no liability for the quality of, defects in, or contents of the recording. The Customer must exclude from the message or announcement any matter whose dissemination is prohibited by law. In the event that the contents of the Customer's message or announcement are found to be unlawful by any appropriate law enforcement or regulatory agency, the Company reserves the right to refuse service or to terminate service upon receipt of an order from that agency so directing.

2. Rates and Charges

The monthly rates and nonrecurring charges for Public Announcement Service lines are the same as specified for flat rate nonresidence lines and hunting, where applicable. Additionally, a monthly Network Surcharge applies to each line, except the Network Surcharge does not apply where the Customer subscribes to not more than five Public Announcement Service access lines.

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

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Q. 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, (3) 800 Service, or (4) foreign exchange (FX) service. RCF may be used with foreign exchange service to forward calls via network facilities when the foreign exchange line is busy. 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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Q. 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 charge equivalent to the measured service usage charges for originated customer-dialed measured service calls as specified in Section 4 of this Agreement.

Usage allowances are not applicable to RCF. 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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R. SELECTIVE CALL ACCEPTANCE

1. Terms and Conditions

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 Cincinnati LATA, 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 their 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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S. SELECTIVE CLASS OF CALL SCREENING

1. Terms and Conditions

Selective Class of Call Screening service enables a Customer, through Company operator identification, to restrict outgoing toll calls from the Customer's station users. Only toll calls which are charged to the called telephone number, a third number, or a Company calling card account are permitted.

All local calls and calls to Company numbers such as repair service, directory assistance, and public emergency service numbers such as 911 will be permitted from the establishment.

Selective Class of Call Screening is available only where facilities permit, to colleges or universities, hospitals, hotels, motels, and other such institutions.

2. Rates and Charges

Selective Class of Call Screening customers must pay a service establishment charge per establishment plus an initial and monthly charge per trunk equipped with Selective Call of Call Screening.

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

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T. SINGLE NUMBER ROUTING

1. Terms and Conditions

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 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; 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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T. SINGLE NUMBER ROUTING (Continued)

1. Terms and Conditions (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 Cincinnati LATA, 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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T. SINGLE NUMBER ROUTING (Continued)

1. Terms and Conditions (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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U. TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM

The Telecommunications Service Priority System is designed to meet the requirements of the Federal Government, which provides the regulatory, administrative and operational framework for the priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. Priority installation and/or restoration of NSEP telecommunications services will be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations. The terms, conditions, regulations, rates and charges for the Telecommunications Service Priority System are specified in the Company's Access Service Tariff, FCC No. 35, Section 10.

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V. VACATION SERVICE

1. Terms and Conditions

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.