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

Section 1 - Application of Agreement

A. APPLICATION OF RESIDENCE AND NONRESIDENCE SERVICE AGREEMENT

This Cincinnati Bell Telephone Company LLC ("Company") Residence Service Agreement - Local Telephone Service and Nonresidence Service Agreement - Local Telephone Service ("Agreement") describes the terms and conditions that apply to the relationship between the Company and the Customer with respect to local telephone services, as described in this Agreement, to which the Customer subscribes.

This Agreement applies only to services provided by the Company in the State of Ohio. The Company's provision of services included in this Agreement are no longer governed by tariffs on file with the Public Utilities Commission of Ohio, but instead will be governed by this Agreement.

Except as provided in this paragraph, Customer subscription to, use of, or payment for services included in this Agreement constitutes Customer agreement to be bound by the charges, terms, and conditions set forth in this Agreement. The sole option for Customers who do not agree with or who are unwilling to be bound by the terms of this Agreement is to notify the Company to cancel service. Customers who cancel service will be responsible for all usage charges, nonrecurring charges, and pro rata monthly charges incurred prior to the effective date of the cancellation.

The Customer is responsible for contacting the Company in order to discontinue a service that the Customer no longer wants, can use, or becomes incompatible with the Customer's other existing services. Customers may cancel all or a portion of the services to which they subscribe by placing a disconnect order with the Company. If the Customer continues to subscribe to, use, or pay for other services in this Agreement, this Agreement will continue in effect for those services until such services are cancelled by the Customer or until service is disconnected by the Company pursuant to the Regulations section of this Agreement.

B. EFFECTIVE DATE

This Residence Service Agreement – Local Telephone Services and Nonresidence Service Agreement – Local Telephone Services is effective May 18, 2011, and cancels, supersedes, and replaces, in its entirety, the Nonresidence Service Agreement – Local Telephone Services that was effective April 2, 2008. Furthermore, this Agreement supersedes any previous agreement, tariff, terms, or conditions governing services to which the Customer subscribed before the effective date except for service provided under contract. All contract terms and conditions entered into prior to the effective date of this agreement will continue in effect until expiration of the contract.

C. CHANGES IN TERMS, CONDITIONS, OR PRICES

The Company may change the terms, conditions, and/or prices included in this Agreement pursuant to the notice process established by the Public Utilities Commission of Ohio in Chapter 4901:1-06 O.A.C., effective January 20, 2011, or as later amended. The Customer's continued subscription to, usage of, or payment for services after the effective date of such changes in the prices, terms, or conditions will be deemed to be Customer acceptance of such changes. Customers who do not agree to such changes must contact the Company and terminate the effected services before the effective date of the changes.

Page 1 Effective: May 18, 2011