



LOCAL SERVICE AGREEMENT

Customer Name:	Cincinnati Bell Any Distance Inc.	Contract No.
Customer Contact Tel. No.		
Address	Address 221 East Fourth Street, P.O. Box 2301	Order No.
City State Zip Code	City State Zip Code Cincinnati OH 45201	CBAD Contact Tel. No.
		Technical Contact Tel. No.

Customer hereby engages Cincinnati Bell Any Distance Inc. ("CBAD") to provide, or to arrange for the provision of, local telecommunications services (including Primary Rate Interface (PRI) and/or 1FB (POTS) service) to those Customer locations specified in Exhibit A, by Customer and agreed to by CBAD (the "Locations"). Customer authorizes CBAD to order local services at the Locations on behalf of Customer.

Remarks:	<ul style="list-style-type: none"> Service will be provided by CBAD or by a Service Provider listed on the attached Exhibit A. <u>This Agreement will govern all Local Services ordered by Customer from CBAD or obtained through CBAD from any other Service Provider including Local Services ordered after the date hereof.</u> Customer authorizes CBAD and any other Service Provider to seek and obtain credit information regarding Customer from any credit reporting agency or source. This Local Service Agreement, the Local Service Terms and Conditions and the Exhibit attached hereto is the entire agreement between the parties.
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This Local Service Agreement includes the attached Local Service Terms and Conditions. Customer hereby confirms that Customer has received the Local Service Terms and Conditions and Customer agrees to be bound by this Local Service Agreement, including the Local Service Terms and Conditions.

Customer: _____	Cincinnati Bell Any Distance Inc.
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

<p><u>For Office Use Only</u></p> <p>Company Name: _____</p> <p>Acct. # / Master ID: _____</p> <p>Password / PIN: _____</p> <p>Acct. Owner Chairperson Code: _____</p> <p>Acct. Owner Access Code: _____</p>	<p><u>For Office Use Only</u></p> <p>Special Instructions: _____</p> <p>Comments _____</p> <p>_____</p> <p>_____</p>
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LOCAL SERVICE TERMS AND CONDITIONS

1. Service Providers

The local services ordered by Customer shall be provided by CBAD and/or one or more other service providers from which CBAD obtains services for Customer (each, a "Service Provider"). The Service Provider for each service provided to Customer is identified on the attached Exhibit A. Customer agrees that all terms, conditions, requirements, considerations and other aspects of this Agreement shall be binding on Customer with respect to each Service Provider providing any Services to Customer as if Customer had entered into a direct contract with each such Service Provider. The local services provided by a Service Provider may require additional Authorization Forms may be required prior to service installation. Customer agrees that, at CBAD's election, either CBAD or the Service Provider may bill Customer directly for particular services. In no event will any Service Provider be liable for the performance of any other Service Provider's obligations to Customer. This Agreement and the Service Provider's tariffs will apply to any Services furnished to Customer by that Service Provider.

2. Term

The initial term of this Agreement will be thirty-six (36) months or such longer period as indicated by the term for each Service listed in Exhibit A. The term for each service provisioned under this Agreement shall commence on the installation or activation date of each service. After the expiration of the initial term, this Agreement and any Service listed in Exhibit A, shall automatically renew for successive periods of twelve (12) months each, unless either party terminates this Agreement by providing written notice of termination at least thirty (30) days prior to the expiration date of the then-current term. Each Service Provider may adjust its rates at any time after the expiration of the initial term upon thirty (30) days prior written notice to Customer provided however if a Service Provider is required by a regulatory body to change fees or taxes, such changes will be effective when mandated by the regulatory entity. Additionally, if a Service Provider's underlying costs change materially during the term of a service order, then Service provider may modify its rates to Customer provided that if Customer does not agree with the rate adjustment proposed by Service Provider during a Service Term, Customer may terminate the Services provided by such Service Provider, without incurring termination charges to such Service Provider, by providing written notice of termination to the Service Provider during the thirty (30) day period; otherwise, Customer will be deemed to have accepted the rate adjustment. CBAD or any other Service Provider may elect to discontinue providing any Service to Customer at any time upon 90 days' notice to Customer.

3. Changes in Service or Rates

Rates shown are those in effect on this date. Quantities shown are based upon information provided by Customer. If (1) the quantity of service requested by Customer changes or (2) the rates quoted are not those in effect at the time of installation, the rates quoted to Customer may be adjusted to reflect the actual quantities and/or rates in effect when the service is installed.

For any serviced used or ordered by Customer for which a rate is not specified, the Parties shall mutually agree on the applicable rate for the Service, but if the Parties cannot agree and Customer utilizes the Service, CBAD or the Service Provider's standard business rates shall apply.

In addition, service fees may apply for changes/modifications to orders after they have been placed and prior to installation.

4. Subsequent Customer Orders

- a) Additional facilities and/or channels can be added to the services in accordance with the applicable Service Provider's usual procedures.
- b) Additional local orders can be placed utilizing this agreement. Service locations can be ordered via an excel spreadsheet with information inclusive of Exhibit A or an amendment to this agreement, which will include charges associated including term.
- c) Charges for services not described herein including, but not limited to, service lines, private lines, and other terminal equipment and services are in addition to those specified herein.

5. Authorization Forms

Customer may be required to sign a Service Provider's Authorization Forms, if applicable, in order to obtain a Service. Any such Authorization Forms will be deemed to be a part of this Agreement. The Authorization Forms may define specifications of the Services that Customer has selected including, but not limited to: telephone service numbers and associated information, required technical options and physical location information. Certain Authorization Forms may contain a Letter of Authorization (LOA) permitting the changing of Services and providing Customer information to the Service Provider by other parties, including

local exchange carriers (LECs). Customer will ensure that all information provided in the Authorization Forms is complete and accurate.

6. Existing Services

- a) Customer is responsible for disconnecting any services provided by Customer's current or previous communications provider. Neither CBAD nor any other Service Provider will be responsible for any fees assessed against Customer by the current or previous communications provider for service disconnection, or due to Customer's failure to disconnect current or previous services.
- b) Customer is responsible for satisfying or terminating any agreements or contracts with its current or previous communications provider. Neither CBAD nor any other Service Provider will be responsible for any penalties, fees, termination charges or any other costs assessed against Customer by the current or previous communications provider for the termination of agreements or contracts or due to Customer's failure to notify current or previous communications providers of the termination of any agreement or contract. Customer is responsible for all charges assessed by any third parties associated with the termination of an agreement or contract with current or previous communication providers.
- c) In the event that premise site visit work is required additional fees may apply.

7. Installation of Services

Services will be installed up to the "minimum point of entry" (MPOE) for Customer's premises. Additional charges will apply for extension of Services beyond the MPOE. Certain Services require an installation and/or set-up charge, as described in the tariff for that Service. Additionally, certain Services, as described in the relevant tariff, require the installation of equipment, wiring and facilities at Customer's premises beyond the MPOE. Customer shall be responsible for arranging access to any rights-of-way, conduit and equipment space for each Customer location both before and, where applicable, beyond the MPOE to permit installation, repair, maintenance, inspection, replacement and/or removal of facilities and equipment. Customer shall provide a safe place to work which complies with laws and regulations regarding the working conditions in the sites and for the activities described herein. Customer shall indemnify, defend and hold harmless CBAD and any other Service Provider against all claims or liability due to or arising out of failure of Customer to obtain any permit or other consent as may be required or for failure to provide a safe place to work.

In the event that Customer is porting numbers from an existing location, Customer acknowledges that not all numbers may be available to port to a new location. Additional porting charges will apply, if Customer ports numbers after business hours.

8. Use of Services

Customer agrees to comply with Service Provider network interface procedures when it orders its own access facilities.

Customer will be liable for damages to Service Provider-provided equipment located on Customer's premises except reasonable wear and tear or damage caused by Service Provider. Upon expiration or termination of the Order, Customer must return to Service Provider any equipment and other Service Provider-owned property provided to Customer or End Users. Customer will conform to Service Provider's publicly available acceptable use policies.

Customer agrees to use the Services only for lawful purposes. The use of any Service in violation of applicable laws or regulations (whether domestic or foreign) is prohibited. This includes, but is not limited to, transmission of copyrighted material without consent of the copyright owner, material that is threatening or obscene, and material protected by trade secret, whether or not Customer was aware of the material or of the relevant law or regulation.

Customer is responsible for any charges incurred if any Service or equipment is lost or stolen or fraudulently used until such time that Customer notifies the Service Provider who provided the Service or equipment of the loss or theft. Customer agrees to cooperate in the investigation of fraud or theft and to provide the Service Providers with any information and documentation that is requested in conjunction with the investigation, including affidavits and police reports.

9. Service Interruptions

Neither CBAD nor any other Service Provider guarantees uninterrupted usability, quality or connectivity of any Services. Customer may experience intermittent, partial or complete interruption in usability, quality or connectivity (collectively, "service disruption") of Services from time to time. In the event of a service disruption, the applicable Service Provider shall, upon request of the Customer and validation of the disruption, provide a service credit to Customer. The amount of the service credit will solely consist of a pro-rata portion of the amount of the monthly fee, if any, associated with the interrupted Services. Such service credits will be applicable only for service disruptions that are a result of malfunctions within the networks and facilities provided by the Service Provider or its underlying carriers and will not be applicable for service disruptions that are caused by Customer's equipment, facilities, networks, connections or any other Customer provided device, or by acts of God, fire, war, riots, governmental authorities or other causes beyond the control of such Service Provider or its underlying carriers. Neither CBAD nor any other Service Provider will be responsible for any loss of business, income or revenue (actual or potential), or any

costs experienced by Customer due to any intermittent, partial or complete interruption of usability, quality or connectivity, or any delay, error, omission or defect of any Services.

Notice to DSL Line Share Users. A Customer with DSL Line Share connections or "Shared DSL Service" shall be defined as a DSL service provided over the existing telephone wiring at the service location. If Customer orders CBAD or its Service Providers to convert the existing telephone service with a Shared DSL Service, Customer hereby authorizes CBAD or Service Provider to either (i) re-bill the telephone line and the DSL Service with a billing administration mark-up or (ii) reject the service order.

10. Termination Charges

- a) If Customer terminates any service, without cause, prior to the expiration of the term for an individual service, Customer will pay to the applicable Service Provider(s) a termination charge equal to all remaining amounts due or to become due under this Agreement for the affected service(s), including but not limited to all monthly charges for which Customer would have been responsible if Customer had not terminated the service.
- b) If Customer removes one or more facilities or channels from service prior to the expiration of the term hereof, Customer will pay to the applicable Service Provider(s) a termination charge equal to all monthly charges for such facility(s) or channel(s) for which Customer would have otherwise been responsible.
- c) If nonrecurring charges associated with a service are waived and the service is then terminated within 12 months after installation, Customer will pay to the applicable Service Provider(s) an amount equal to such waived charges.
- d) Inclusion of any termination liability by CBAD or any other Service Provider does not constitute a determination by a regulatory commission that the termination liability imposed by the company is approved or sanctioned by it.
- e) Termination Charges are intended to be a reasonable estimate of the damages to CBAD or other Service Provider and not a penalty.

11. Compliance with Tariff

Customer agrees to comply with all applicable tariffs, whether of CBAD or any other Service Provider. In the event of a conflict between the provisions of this Agreement and the provisions of any applicable tariff, the provisions of the tariff will take precedence and be controlling. Customer acknowledges that tariffs are subject to change by the applicable Service Provider or the applicable regulatory agency. If any applicable tariff ceases to be subject to filing requirements after the date hereof, the tariff shall be deemed to be incorporated into and made part of this Agreement as of such date.

12. Payment Terms; Credit Investigation

Invoices for services are due and payable in U.S. dollars within thirty (30) days after the invoice date ("Invoice Due Date"). If any invoice is not paid by the Invoice Due Date, the applicable Service Provider (in addition to its other remedies) may apply a late charge of up to 2% per month (or the maximum legal rate, if less) of the unpaid balance. If Customer in good faith disputes any portion of an invoice, Customer shall submit by the Invoice Due Date, full payment of the undisputed portion and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days after the applicable invoice date, Customer shall have waived its right to dispute that invoice. The parties agree to use their respective best efforts to resolve any dispute within thirty (30) days after receipt of written notice of the dispute from Customer. Any disputed amounts resolved in Customer's favor will be credited to Customer's account on the invoice following resolution of the dispute. Any disputed amounts resolved in favor of Service Provider will be due within 10 days after resolution of the dispute.

Customer authorizes CBAD and other Service Providers to obtain credit information pertaining to Customer and to investigate Customer's financial responsibility and credit worthiness. Customer authorizes the release of information related to the foregoing from any applicable third party. CBAD and any other Service Provider may refuse to provide service to, or may require deposits from, Customer as a result of such credit investigation.

13. Confidentiality

During the term of this Agreement and for two years thereafter, neither party shall disclose any terms or pricing contained in this Agreement or any confidential information disclosed by the other party. Confidential information shall remain the property of the disclosing party and shall be labeled as either "Confidential" or "Proprietary". Under federal law, Customer has a right, and CBAD and the other Service Providers a duty, to protect the confidentiality of certain information regarding the Services including the amount, type, and destination of Customer's service usage hereunder; the way service is provided to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information ("CPNI"). Customer hereby consents to CBAD sharing Customer's CPNI with other Service Providers and with current or future affiliates of CBAD (as well as their respective agents and sales representatives) to develop or bring products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer

affirmatively revokes or limits such consent in writing by notice to CBAD or other Service Provider, as applicable. Customer agrees to allow CBAD to use the Customers name for reference purposes.

14. Warranty Exclusions: Limitation of Liability

- a) EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT OR THE APPLICABLE TARIFF, NEITHER CBAD NOR ANY OTHER SERVICE PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FREEDOM FROM INFRINGEMENT CLAIMS, OR FITNESS FOR A PARTICULAR PURPOSE.
- b) IN NO EVENT SHALL CBAD, ANY OTHER SERVICE PROVIDER, OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUES, OR LOST SAVINGS OF ANY KIND, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.
- c) The total liability of CBAD and the other Service Providers for damages resulting in whole or in part from the Service or the furnishing thereof (including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations) shall not exceed an amount equal to the charges for the Service for a period of three months. No other liability in any event shall attach to CBAD or the other Service Providers.
- d) Neither CBAD nor the other Service Providers shall be liable for, and each shall be indemnified, defended, and held harmless by Customer against, any claim, loss, expense or damage (including reasonable attorneys fees) for libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted using the Service.
- e) Neither CBAD nor the other Service Providers shall be liable for, and each shall be indemnified, defended, and held harmless by Customer against, any and all loss, claims, demands, suits, or other action or any liability whatsoever (including reasonable attorney's fees), whether suffered, made, instituted, or asserted by Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of Customer or any other entity or any property whether owned or controlled by Customer or others, arising out of or in connection with the Services, except to the extent caused by the gross negligence or willful misconduct of the indemnified party.

15. General Provisions

- a) Assignment This Agreement will bind Customer, CBAD, the other Service Providers and their respective successors and assigns; provided that Customer may not assign this Agreement in whole or in part without CBAD's prior written consent and CBAD or the other Service Providers at any time may assign this Agreement in whole or in part.
- b) Force Majeure No default, delay or failure to perform on the part of CBAD or any other Service Provider shall be considered a breach of this Agreement or shall create any liability of any kind if such default, delay or failure to perform is due to causes beyond the reasonable control of CBAD or the other Service Providers, including but not limited to, strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, terrorism, embargoes, severe weather, fire, flood, earthquakes, and acts of God or the public enemy.
- c) Modifications Any modifications to these Terms and Conditions will become effective beginning on the first day of the billing cycle following the date upon which the modified Terms and Conditions are made available to Customer (including by publishing on CBAD's or the applicable Service Provider's website). If CBAD or any other Service Provider changes these Terms and Conditions in a material and adverse manner to Customer, Customer, as its sole remedy, may discontinue the affected service without liability by providing the Service Provider with at least 30 days' prior written notice of discontinuance within 60 days after such change. Customer shall pay all charges incurred up to the time of service discontinuance. A "material and adverse change" shall not include (i) the introduction of a new service or any service feature associated with an existing service, (ii) changes required as a result of federal or state regulatory requirements or orders, or (iii) the imposition of, or changes to, any federal or state regulatory fees.
- c) Partial Invalidity This Agreement shall be interpreted in a manner that is compliant with applicable federal and state telecommunications laws and regulations to the maximum extent possible. If any law or regulation operates or would prospectively operate to invalidate a term or provision of this Agreement in whole or in part, then such term or provision will only be void to the extent of such invalidity, and the remainder of this Agreement shall remain in full force and effect to the maximum extent possible.
- d) Governing Law; Limitations This Agreement is governed by the laws of the State of Ohio, without regard to conflict of laws provisions. Any legal action arising under this Agreement or relating to the Services must be filed within two (2) years after the

cause of action arises. To the extent any legal action arises out of services provided by another Service Provider, venue for such dispute shall be the city, county and state of such Service Provider's principal office.

e) Entire Agreement This Agreement, including any applicable tariffs and any schedules or exhibits which are attached hereto and incorporated herein, reflects and states the entire agreement between CBAD, the other Service Providers and Customer relating to the Services, and supersedes all prior and contemporaneous agreements and understandings (written or oral) in connection with the Services.

f) Collections CBAD and other Service Providers reserve the right to terminate service and/or to refuse new service if undisputed charges are not paid in full on a timely basis.

EXHIBIT A

Customer Locations & Rates¹

Service Address	City	ST	Zip	Service Type (POTS/PR)	QTY	Unit Price	Term (in Mths)	Total MRC	Total NRC	Service Provider	For Office Use Only	
											SP Code	BM Code

¹ All prices and rates herein are exclusive of any surcharges, LNP, Port, EUCL, FCC charges, taxes, additional charges, optional features and feature based one-time nonrecurring charges unless otherwise noted. Any other regulated services not listed herein which are provided by the Service Providers to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff/service agreement. The Service Providers shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Service.