

## **Pricing Agreement**

Customer			Service Provider			Agreement No.				
Alliance Mortgage Group				Cincinnati Bell Telephone Company LLC (Cincinnati Bell)				23701		
Addres	SS			Address				Order No.		
1717 Dixie Hwy			221 East Fourth Street							
							Service Provider	Contact		
				PO Box	2301			Melissa Frey		
City		State	Zip Code	City		State	Zip Code	Telephone No.		
Fort V	Nright	KY	41011	Cincinna	ati	ОН	45201	513-397-7197	,	
A. Sen	vice Prici	ng								
Qty	Units	D	escription		Term	Clauses	Per Unit Monthly		Per Unit One-time	One-time
Service Address: 1717 Dixie Hwy. Ft Wright			KY	·····	r	r				
23	Each	Two Way/DID C	Channels		12 Months		8.8	202.63	0.00	0.00
1	Each	DID 20# Blocks	;		12 Months		0.1	0.16	0.00	0.00
1	Each	Caller ID			12 Months		0.0	00.00	0.00	0.00
1	Each	PRI Facility			12 Months	41	547.2	21 547.21	0.00	0.00
	J				Total			750.00		0.00
2	(† 1997) 1997 - Starten († 1997)			- <b>1</b>	d		4 749	And A to		1991. 14.1

Confidential Statement

DATE OF PRINT: April 13, 2006 Page 1 of 2





## **Pricing Agreement**

In addition to Agreement charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over Cincinnati Bell.

All prices and rates are exclusive of any surcharges and taxes.

The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date").

Installation/One-time charge does not cover premise technician work outside of the hours 8 a.m. to 5 p.m.

The term "Cincinnati Bell" shall be deemed to mean the Service Provider on behalf of its affiliates and subsidiaries.

Facsimile signatures to this Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties.

CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY CINCINNATI BELL. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.						
CUSTOMER						
Name of Authorized Representative (Print)	Title	Signature of Authorized Representative	Date			
RICANSO SANZ	CFO	K2-3	4/18/06			
SERVICE PROVIDER	ani an					
Name of Authorized Representative (Print)	Title	Signature of Authorized Representative	Date			
Terri Hemmer	Sales Mar	Ari Semmer	4/24/06			

**Confidential Statement** 

DATE OF PRINT: April 13, 2006 Page 2 of 2



# Cincinnati Bell

#### Supplement

Customer (Legal Name of Company) Alliance Mortgage Group	Agreement Number 23701
Cincinnati Bell Contact	Date
Melissa Frey	April 13, 2006

This is a Supplement to the Original Agreement referred to above (the "Agreement") between Cincinnati Bell and/or its subsidiaries ("Cincinnati Bell") and the Customer above.

In the event of any inconsistencies between the Agreement and this Supplement, the terms and conditions of this Supplement shall prevail.

The parties hereby covenant and agree as follows:

Unless otherwise defined in this Supplement, capitalized terms shall have the meaning ascribed thereto in the Agreement;

#### 41. TERMS AND CONDITIONS

#### A. TERM

After expiration of the initial term as stated on the Pricing Agreement sheet, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Agreement by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term. Notwithstanding the foregoing, Cincinnati Bell Telephone Company LLC ("CBT"), an affiliate of Cincinnati Bell, reserves the right to adjust rates 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 shall be deemed to accept the rate adjustment.

#### B. DEFINITIONS

<u>Prime Advantage</u> -- is a high-speed, high-capacity switched digital interface carrying 24 channels between customer's premise (ISDN compatible PBX, router, bridge, computer interface or other CPE) and a CBT central office. Each Prime Advantage facility consists of up to 23 bearer channels (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.

#### C. SERVICES AND RATES

.1 Prime Advantage service will be provided as specified on the attached Pricing Agreement.

.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Prime Advantage prior to completion thereof, Customer will reimburse CBT for the actual expenses incurred by CBT in connection with such modification prior to CBT'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 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on CBT's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

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



Contract #

DATE OF PRINT: A

April 13, 2006

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## Supplement

Customer (Legal Name of Company)	Agreement Number 23701
Alliance Mortgage Group Cincinnati Bell Contact	Date
Melissa Frey	April 13, 2006

#### D. TERMINATION CHARGES

.1 In the event that Prime Advantage service (which includes the facility, channels and optional features) under this Agreement is terminated by Customer for convenience or for reasons other than CBT's breach of this Agreement prior to the expiration of the 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 Term.

.2 If Customer removes one or more facility(s), channel(s) and/or optional feature(s) from service prior to the expiration of the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such facility(s), channel(s), and/or optional feature(s) for which Customer would have been responsible if the Customer had not terminated prior to the end of the expiration of the Term.

.3 If nonrecurring 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 Term, the customer will become liable for payment of the waived charges.

Customer Initials	Date
TA-	4/18/06



April 13, 2006



## **Pricing Agreement**

Customer			Service Provider			Agreement No.				
Arnzen Wentz Molloy Laber & Storm PSC				Cincinnati Bell Telephone Company LLC (Cincinnati Bell)				23264		
Addre	SS			Address				Order No.		
600 Greenup			221 Eas	t Fourth \$	Street					
					**************************************		Service Provider	Contact		
				PO Box	2301			Bryan Hollqui	st	
City		State	Zip Code	City		State	Zip Code	Telephone No.		
Covin	ngton	KY	41011	Cincinna	ati	OH	45201	5133970394		
A. Serv	vice Prici	ng		··· · ·			i			
Qty	Units	D	escription		Term	Clauses	Per Unit Monthly	Monthly	Per Unit One-time	One-time
Servic	e Addres	ss: 600 greenu	Covington K	(						
21	Each	1FB - Rate Ban	d 1 - Kentucky		36 Months	4	38.0	0 798.00	0.00	0.0
17	Each	Hunting Service			36 Months		7.5	0 127.50	0.00	0.0
1	Each	ZoomTown (DD 3Mbps/768Kbps		w/Fuse	36 Months	9	80.0	80.00	0.00	0.0
		······································			Total			1,005.50		0.0

**Confidential Statement** 

DATE OF PRINT: March 6, 2006 Page 1 of 2 Contract #: 23264





## **Pricing Agreement**

In addition to Agreement charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over Cincinnati Bell.

All prices and rates are exclusive of any surcharges and taxes.

The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date").

Installation/One-time charge does not cover premise technician work outside of the hours 8 a.m. to 5 p.m.

The term "Cincinnati Bell" shall be deemed to mean the Service Provider on behalf of its affiliates and subsidiaries.

Facsimile signatures to this Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties.

CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY CINCINNATI BELL. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.						
CUSTOMER						
Name of Authorized Representative (Print)	Title	Signature of Authorized Representative	Date			
$M_{4}O/$	litta	JEFFREY CARNE	3-7-01			
SERVICE PROVIDER		-				
Name of Authorized Representative (Print)	Title	Signature of Authorized Representative	Date			
Terri Hemmer	Sales Maryer	Seri Hemmer	3-17-06			

**Confidential Statement** 

DATE OF PRINT: March 6, 2006 Page 2 of 2



# Cincinnati Bell

## Supplement

Customer (Legal Name of Company) Arnzen Wentz Molloy Laber & Storm PSC	Agreement Number 23264
Cincinnati Bell Contact	Date
Bryan Hollquist	March 6, 2006

This is a Supplement to the Original Agreement referred to above (the "Agreement") between Cincinnati Bell and/or its subsidiaries ("Cincinnati Bell") and the Customer above.

In the event of any inconsistencies between the Agreement and this Supplement, the terms and conditions of this Supplement shall prevail.

The parties hereby covenant and agree as follows:

Unless otherwise defined in this Supplement, capitalized terms shall have the meaning ascribed thereto in the Agreement;

#### 4. TERMS AND CONDITIONS

#### A. TERM.

After expiration of the initial term as stated on the Pricing Agreement sheet, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Agreement by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term. Notwithstanding the foregoing, Cincinnati Bell Telephone Company LLC ("CBT"), an affiliate of Cincinnati Bell, reserves the right to adjust rates 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 shall be deemed to accept the rate adjustment.

#### **B. DEFINITIONS**

<u>Flat Business Line (1FB)</u> - Flat rate analog business line. A phone line for which Customer pays a single monthly charge for and on which the Customer may make as many local phone calls as the Customer wishes during a month.

#### C. SERVICES AND RATES

.1 Flat Business Line service will be provided as specified on the attached Pricing Agreement.

.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Flat Business Line prior to completion thereof, Customer will reimburse CBT for the actual expenses incurred by CBT in connection with such modification prior to CBT'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 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on CBT's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

.4 Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. CBT shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Flat Business Line service.

#### D. TERMINATION CHARGES

.1 In the event that Flat Business Line service under this Agreement is terminated by Customer for convenience or for reasons other than CBT's breach of this Agreement prior to the expiration of

DATE OF PRINT: March 6, 2006

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TARIFF BRANCH RECEIVED 5/2/2006 PUBLIC SERVICE COMMISSION OF KENTUCKY

Contract #

# 🖉 Cıncınnatı Bell

## Supplement

Customer (Legal Name of Company) Arnzen Wentz Molloy Laber & Storm PSC	Agreement Number 23264
Cincinnati Bell Contact	Date
Bryan Hollquist	March 6, 2006

the 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 Term.

.2 If nonrecurring charges associated with the installation of Flat Business Line service are waived and the Flat Business Line service is then terminated prior to the expiration of the Term, the customer will become liable for payment of the waived charges.

#### 9. TERMS AND CONDITIONS

#### A. TERM.

After expiration of the initial term as stated on the Pricing Agreement sheet, this Service Supplement shall automatically change to month-to-month at the then current month-to-month rates and Original Agreement terms and conditions.

#### B. DEFINITIONS

.1 <u>ZoomTown</u> - the Cincinnati Bell Telephone Company LLC ("CBT") brand name for ADSL (Asymmetric Digital Subscriber Line).

.2 <u>Business Class DSL</u>- uses ADSL, a technology that enables users to obtain highspeed access to the Internet over existing copper phone lines, without purchasing an additional line.

.3 <u>Standard DSL Service</u> - speed of 3Mbps/768Kbps. It includes FUSE as the ISP and 4 dynamic IP addresses.

.4 <u>Small Office DSL Service</u> - speed of 3Mbps/768Kbps. It includes FUSE as the ISP and 1 static IP address.

.5 <u>Enterprise DSL Service</u> - speed of 3Mbps/768Kbps. It includes FUSE as the ISP and 5 static IP address.

#### C. SERVICES AND RATES

.1 Internet DSL service will be provided as specified on the attached Pricing Agreement.

.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Internet DSL prior to completion thereof, Customer will reimburse CBT for the actual expenses incurred by CBT in connection with such modification prior to CBT'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 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on CBT's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

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

#### D. COMPUTER / EQUIPMENT REQUIREMENTS

DATE OF PRINT: March 6, 2006

Contract #

5/2/2006 23264 PUBLIC SERVICE COMMISSION OF KENTUCKY

TARIFF BRANCH

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# Cincinnati Bell

## Supplement

Customer (Legal Name of Company)	Agreement Number
Arnzen Wentz Molloy Laber & Storm PSC	23264
Cincinnati Bell Contact	Date
Bryan Hollquist	March 6, 2006

.1 In order to receive ADSL, Customer must have minimum computer requirements. Current information can be found on cincinnatibell.com website or through a CBT sales representative.

.2 The following hardware and software must be installed on your computer system (collectively referred to as "Equipment") in order to receive ADSL: (1) ADSL Modem (provided by CBT); (2) telephone line microfilters, if needed (provided by CBT); (3) Ethernet Card, if needed (provided by CBT); (4) Network Interface Card; and (5) ZoomTown CD-Rom. Customer agrees that all of the Equipment listed below belongs to CBT. CBT grants you a non-exclusive, non-transferable limited license to use the Equipment to access CBT's/ZoomTown's network only for use in connecting from authorized locations in accordance with this Agreement. Loss, theft or physical damage to the Equipment is your responsibility.

#### E. ACCESS TO ZOOMTOWN EQUIPMENT, SOFTWARE AND/OR FACILITIES

Customer agrees that they will not access, or attempt to access any equipment, software (including reverse engineering, decompiling or disassembling the software or attempting in any manner to recreate the source code or object codes) or facilities (including remote computing systems) furnished in connection with this Agreement. Any attempt by Customer to access and/or subvert any such equipment, software or facilities without permission, and/or any attempts by Customer to subvert any network security measures of CBT/ZoomTown or any other network shall entitle CBT/ZoomTown to immediately terminate services without notice.

#### F. NETWORKING

Due to the every growing complexity of networked computers, the ZoomTown Helpdesk cannot advise or assist with general networking setup. Customer inquiries will be directed to  $3_{rd}$  party computer technicians and network equipment manufacturers. During troubleshooting sessions where networked computers are present, the ZoomTown Helpdesk technician will ask the customer to disconnect their networked equipment from the ZoomTown equipment, and directly connect the ZoomTown hardware to one Windows based or Macintosh PC. Doing so will help the technician diagnose issues with the ZoomTown equipment at the customer's premises. *Failure to comply with the ZoomTown technician's request in this matter will release ZoomTown's responsibility for further diagnosis*.

#### G. WARRANTIES

The manufacturers warrant the ADSL modern, Telephone Line Microfilters, and Network Interface Card for one (1) year from initiation of service ("Manufacturer's Warranty"). Except for the Manufacturer's Warranty, the Equipment is provided on an "as is" basis without warranties of any kind, either express or implied, including the implied warranty that the Equipment is reasonably fit for the purpose for which it is to be used and the implied warranties of merchantability and fitness for a particular purpose, unless such warranties are legally incapable of exclusion. The manufacturer will perform warranty service, and Customer should follow their guidelines in invoking Customer rights under their warranties.

#### H. ACCEPTABLE USE

If ZoomTown becomes aware, through subscriber complaints or otherwise, of any Content that it, in its sole discretion, considers to be obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable, ZoomTown shall have the right, but not the responsibility, to immediately remove such Content and/or to terminate Customer service without notice. This policy applies to any Content made available by you, your customers, or generally made available through Customer account. Customer is solely responsible for all information, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively referred to as "Content") that is transmitted through your Account and/or make available on or through your Web site or any

DATE OF PRINT: March 6, 2006

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TARIFF BRANCH RECEIVED 5/2/2006 23264 PUBLIC SERVICE COMMISSION OF KENTUCKY

Contract #

# Cincinnati Bell

## Supplement

Customer (Legal Name of Company)	Agreement Number
Arnzen Wentz Molloy Laber & Storm PSC	23264
Cincinnati Bell Contact	Date
Bryan Hollquist	March 6, 2006

of your customer's web sites.

#### I. TERMINATION CHARGES

.1 In the event that Internet DSL service under this Agreement is terminated by Customer for convenience or for reasons other than CBT's breach of this Schedule prior to the expiration of the 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 Term for that Service.

.2 All terminations in Internet DSL service will result in IP addresses assigned to Customer(s) reverting back to ZoomTown.Com.

Customer Initials	Date	
JCA	3-7-04	



March 6, 2006

Contract #



# **Pricing Agreement**

Customer S Central Bank and Trust			Service Provider			Agreement No. 22382	
			Cincinnati Bell				
Address 73 <b>10</b> Turfway Road			Address 201 East Fourth Street			Order No.	
			PO Box 2301			Service Provider Contact Melissa Frey	n <u></u>
City Florence	State KY	Zip Code 41042	City Cincinnati	State OH	Zip Code 45201	Telephone No. 513-397-7197	

Qty	vice Pricin Units	Description	Term	Clauses	Per Unit Monthly	Monthly	Per Unit One-time	One-time
	e Addres							
1	Each	PRI Facility	24 Months	41	522.75	522.75	0.00	0.0
23	Each	Two Way/DID Channels	24 Months		15.50	356.50	0.00	0.0
5	Each	DID 20# Blocks	24 Months		4.15	20.75	0.00	0.0
1	Each	Caller ID	24 Months		0.00	0.00	0.00	0.0
			Total	1		900.00		0.0
						an an ta ann an		

**Confidential Statement** 

DATE OF PRINT: January 24, 2006 Page 1 of 2





## **Pricing Agreement**

In addition to Agreement charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.

All prices and rates are exclusive of any surcharges and taxes.

The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date").

Installation/One-time charge does not cover premise technician work outside of the hours 8 a.m. to 5 p.m.

The term "Cincinnati Bell" shall be deemed to include the parent company and its' affiliates and subsidiaries.

Facsimile signatures to this Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties.

ATTACHED TO THIS AGREEMENT AND ACCEPTED BY CINCINNATI BELL. CUST	THESE TERMS AND CON OMER'S SIGNATURE ACI		NY SUBSEQUENT ORDERS
CUSTCMER			i a serie a serie de la ser
Name of Authorized Representative (Print)	Title	Signature of Authorized Representative	Date
Julia M. MANIS	EVP-Ted (Vr.	Julia M. Bondra	2-21-06
CINCINNATI BELL			
Name of Authorized Representative (Print)	Title	Signature of Authorized Representative	Date
Terri Hemmer	Sales Manager		3-12-06

**Confidential Statement** 

DATE OF PRINT: January 24, 2006 Page 2 of 2





#### Supplement

Customer (Legal Name of Company) Central Bank and Trust	Agreement Number 22382
Cincinnati Bell Contact	Date
Melissa Frey	January 24, 2006

This is a Supplement to the Original Agreement referred to above (the "Agreement") between Cincinnati Bell and/or its subsidiaries ("Cincinnati Bell") and the Customer above.

In the event of any inconsistencies between the Agreement and this Supplement, the terms and conditions of this Supplement shall prevail.

The parties hereby covenant and agree as follows:

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#### 41. TERMS AND CONDITIONS

#### A. TERM

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#### B. **DEFINITIONS**

Prime Advantage -- is a high-speed, high-capacity switched digital interface carrying 24 channels between customer's premise (ISDN compatible PBX, router, bridge, computer interface or other CPE) and a CBT central office. Each Prime Advantage facility consists of up to 23 bearer channels (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.

#### C. SERVICES AND RATES

.1 Prime Advantage service will be provided as specified on the attached Pricing Agreement.

.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Prime Advantage prior to completion thereof, Customer will reimburse CBT for the actual expenses incurred by CBT in connection with such modification prior to CBT'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 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on CBT's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

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

## TARIFF BRANCH RECEIVED 5/2/2006 PUBLIC SERVICE COMMISSION OF KENTUCKY

#### D. TERMINATION CHARGES

DATE OF PRINT:

January 24, 2006

Contract #

1 of 2



## Supplement

Customer (Legal Name of Company)	Agreement Number
Central Bank and Trust	22382
Cincinnati Bell Contact	Date
Melissa Frey	January 24, 2006

.1 In the event that Prime Advantage service (which includes the facility, channels and optional features) under this Agreement is terminated by Customer for convenience or for reasons other than CBT's breach of this Agreement prior to the expiration of the 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 Term.

.2 If Customer removes one or more facility(s), channel(s) and/or optional feature(s) from service prior to the expiration of the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such facility(s), channel(s), and/or optional feature(s) for which Customer would have been responsible if the Customer had not terminated prior to the end of the expiration of the Term.

.3 If nonrecurring 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 Term, the customer will become liable for payment of the waived charges.

Customer Initials	Date
Amth	2-21-04



January 24, 2006

2 of 2



# **Pricing Agreement**

Custo	mer			Service Pr	ovider		T	Agreement No.		NAMES AND TARGETURGESCU.	•
Displ	ay Specia	alties			Cincinnati Bell Telephone Company LLC (Cincinnati Bell)						
Addre	SS			Address				Order No.			•
9 Bea	acon St			221 Eas	t Fourth	Street					
				PO Box	2301			Service Provider Mark Williams	Contact	513-919	-6540
City	بالابد يريده بي الالتين	State	Zip Code	City		State	Zip Code	Telephone No.	1		1
Fort	Thomas	KY	41075	Cincinna	ati	ОН	45201	<del>513397530</del> 1_	\$ 39	7-9900	InC
A. Ser	vice Prici	ng	an an gan an gan an a	an a	an a						
Qty	Units	D	escription		Term	Clauses	Per Unit Monthly	Monthly	Per Unit One-time	One-time	
Servi	ce Addres	ss: 9 Beacon S	t Fort Thomas	KY							
23	Each	Two Way/DID (	Channels		36 Months		10.6	4 244.72	0.00	0.00	
3	Each	DID 20# Blocks	;		36 Months	8	0.04	4 0.12	0.00	0.00	
1	Each	Caller ID			36 Months		0.0	0.01	0.00	0.00	
1	Each	PRI Facility			36 Months	41	505.1	5 505.15	0.00	0.00	
					Total			750.00		0.00	
				1.	SIN SEC						

513 - 276-7084

Confidential Statement

DATE OF PRINT: February 27, 2006 Page 1 of 2





## **Pricing Agreement**

In addition to Agreement charges, customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over Cincinnati Bell.

All prices and rates are exclusive of any surcharges and taxes.

The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date").

Installation/One-time charge does not cover premise technician work outside of the hours 8 a.m. to 5 p.m.

The term "Cincinnati Bell" shall be deemed to mean the Service Provider on behalf of its affiliates and subsidiaries.

Facsimile signatures to this Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties.

ATTACHED TO THIS AGREEMENT AND ACCEPTED BY CINCINNATI BELL. CUST	THESE TERMS AND COM	R HAS READ AND UNDERSTANDS THE IDITIONS APPLY TO THIS ORDER AND A KNOWLEDGES AUTHORIZATION FOR C REDIT REPORTING AGENCY OR SOURC	ANY SUBSEQUENT ORDERS
CUSTOMER			
Name of Authorized Representative (Print)	Title	Signature of Authorized Representative	Date
Robert Zeisloft	Dir Finne	Robart Jendft	3-3-06
SERVICE PROVIDER		All and the second s	na se an an Araba an Araba an Araba an Arab
Name of Authorized Representative (Print)	Title	Signature of Authonized Representative	Date
Michelle Hall	5-119-	s mortill	3 3,00



DATE OF PRINT: February 27, 2006 Page 2 of 2



## Supplement

Customer (Legal Name of Company)	Agreement Number
Display Specialties	22758
Cincinnati Bell Contact	Date
Mark Williams	February 27, 2006

This is a Supplement to the Original Agreement referred to above (the "Agreement") between Cincinnati Bell and/or its subsidiaries ("Cincinnati Bell") and the Customer above.

In the event of any inconsistencies between the Agreement and this Supplement, the terms and conditions of this Supplement shall prevail.

The parties hereby covenant and agree as follows:

Unless otherwise defined in this Supplement, capitalized terms shall have the meaning ascribed thereto in the Agreement;

#### 41. TERMS AND CONDITIONS

#### A. TERM

Sincinnati Bell'

After expiration of the initial term as stated on the Pricing Agreement sheet, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Agreement by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term. Notwithstanding the foregoing, Cincinnati Bell Telephone Company LLC ("CBT"), an affiliate of Cincinnati Bell, reserves the right to adjust rates 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 shall be deemed to accept the rate adjustment.

#### B. DEFINITIONS

<u>Prime Advantage</u> -- is a high-speed, high-capacity switched digital interface carrying 24 channels between customer's premise (ISDN compatible PBX, router, bridge, computer interface or other CPE) and a CBT central office. Each Prime Advantage facility consists of up to 23 bearer channels (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.

#### C. SERVICES AND RATES

.1 Prime Advantage service will be provided as specified on the attached Pricing Agreement.

.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Prime Advantage prior to completion thereof, Customer will reimburse CBT for the actual expenses incurred by CBT in connection with such modification prior to CBT'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 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on CBT's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

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

DATE OF PRINT:

February 27, 2006

Contract #

S/2/2006 5/2/2006 22758 PUBLIC SERVICE COMMISSION OF KENTUCKY

TARIFF BRANCH

1 of 2



## Supplement

Customer (Legal Name of Company)	Agreement Number
Display Specialties	22758
Cincinnati Bell Contact	Date
Mark Williams	February 27, 2006

#### D. TERMINATION CHARGES

.1 In the event that Prime Advantage service (which includes the facility, channels and optional features) under this Agreement is terminated by Customer for convenience or for reasons other than CBT's breach of this Agreement prior to the expiration of the 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 Term.

.2 If Customer removes one or more facility(s), channel(s) and/or optional feature(s) from service prior to the expiration of the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such facility(s), channel(s), and/or optional feature(s) for which Customer would have been responsible if the Customer had not terminated prior to the end of the expiration of the Term.

.3 If nonrecurring 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 Term, the customer will become liable for payment of the waived charges.

Customer Initials	Date
Ke 1	3-3-06
VIA	



Contract #

Just Security Trust Bank



# 1245.00

#### MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into by and between Cincinnati Bell, which is deemed to include the parent company and its' affiliates and subsidiaries, having its' principal place of business at 201 East Fourth Street, Cincinnati, Ohio 45202 (collectively "Cincinnati Bell"), and **First Security Trust Bank**, a(n) \_\_\_\_\_\_ corporation, having its principal place of business at 7135 Houston Road, Florence, KY 41042 ("Customer").

#### WITNESSETH

WHEREAS, Cincinnati Bell and Customer desire to continue a long term business relationship covering the provision of a wide variety of telecommunications services by Cincinnati Bell to Customer for its locations on a contractual basis;

WHEREAS, the specific parameters and conditions of the provisions of those services and related goods will be set forth in separate documents attached hereto or executed from time to time (the "Schedules" or singularly, the "Schedule"); and

WHEREAS, Cincinnati Bell and Customer wish to set forth in this Agreement certain terms and provisions that will govern the Cincinnati Bell and Customer relationship and the Schedules;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, the Parties agree as follows:

#### 1. DEFINITIONS.

The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Schedules. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of this Agreement and includes each Schedule.

**1.1** <u>Applicable Laws</u> - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.

**1.2** <u>Information</u> - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.

1.3 Party - means (i) Cincinnati Bell or (ii) Customer; and "Parties" means (i) and (ii).

**1.4** Proprietary Information - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous electronic Marking is marking on the storage medium or memory device itself and by an appropriate and conspicuous electronicARIFF BRANCH marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in burnen CENCE



#### 2. <u>SERVICES</u>.

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Page 1 of 15

The specific terms and conditions applicable to the particular services to be provided by Cincinnati Bell pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, applicable rates, fees, commissions and charges, termination rights, performance obligations and service parameters are or shall be set forth in the Schedules. Any future Schedules entered into between the parties shall reference and be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Schedule, the terms of the Schedule shall prevail.

#### 3. EQUIPMENT WARRANTY, USE AND MAINTENANCE.

Cincinnati Bell will maintain the equipment used to provide service under the applicable Schedules, in good working order during the term specified in the applicable Schedule, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit CBT access to equipment on Customer's premises used to provide service hereunder and Cincinnati Bell will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of Cincinnati Bell. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of Cincinnati Bell and will pay the cost of any repairs necessitated by unauthorized work.

#### 4. WARRANTY EXCLUSIONS.

4.1 The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow Cincinnati Bell's written operation or maintenance instructions provided to Customer, (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non- Cincinnati Bell equipment; and (c) abuse, misuse or negligent acts. Cincinnati Bell may perform services in such instances on a time and materials or contract basis.

Cincinnati Bell will not be liable to Customer or third parties for any claims, loss or expense of 4.2 any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.

EXCEPT AS SPECIFIED HEREIN AND ANY SCHEDULES, CINCINNATI BELL, ITS 4.3 SUBCONTRACTORS AND SUPPLIERS (EXCEPT AS EXPRESSED IN WRITING BY THEM) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### TITLE OR RISK OF LOSS OF EQUIPMENT. 5.

For equipment sold and installed to Customer by Cincinnati Bell, title shall pass to Customer on 5.1 the In-Service Date. Risk of loss shall pass at the time of delivery.

5.2 For all other equipment used in the provision of services under any of the Schedules, title shall remain solely with Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. Cincinnati Bell will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to Cincinnati Bell for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of customer, its employees, agents or subcontractors.

#### 6. TERM.

This Agreement shall commence on the later date of execution by the parties below, and shall continue until all Schedule(s) have expired or been terminated. The term of each Schedule shall be as set forth therein

#### 7. GOVERNING LAW.

This Agreement shall be deemed to be a contract made under the laws of the State of Ohid and the ARIFF BRANCH internal laws of such state shall govern the construction, interpretation and performance of this Agreement, without reference to conflicts of law provisions. Any legal action between the parties arising under this Agreement must be filed within two (2) years after the cause of the action arises.



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COMMISSION OF KENTUCKY

#### 8. CONFIDENTIAL INFORMATION.

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".

#### 9. RESOLUTION OF DISPUTES.

**9.1** The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing party shall give the other party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the parties who have authority to settle the controversy. If the parties fail to resolve such controversy or claim within thirty (30) days of the disputing party's notice, either party may seek arbitration as set forth below.

**9.2** Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio without regard to choice of law provisions. The arbitration shall be conducted before a single arbitrator in accordance with the commercial rules and practices of the American Arbitration Association then in effect.

**9.3** The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. Each Party is responsible for its' own attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.

#### 10. TERMS OF PAYMENT.

Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date. Payments not received within thirty (30) days of invoice date are considered past due. In addition to Cincinnati Bell undertaking any of the actions set forth in this Agreement, if any invoice is not paid when due, CBT may: (i) apply a late charge equal to 1-1/2% (or the maximum legal rate, if less) of the unpaid balance per month and/or (ii) take any action in connection with any other right or remedy Cincinnati Bell may have under this Agreement in law or in equity. If the Customer believes they have been incorrectly billed, Customer should contact the Cincinnati Bell business office within sixty (60) days @ (513) 566-5050 to initiate a billing review. Invoices for non-regulated services not disputed within sixty (60) days will not be subject to dispute thereafter.

#### 11. TERMINATION.

Notwithstanding the provisions regarding the Term and Termination Charges of each Schedule, and in addition to the parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:

11.1 In the event that one party breaches any material obligation provided hereunder, excluding payment obligations, or in such Schedule (other than Customer's payment obligations), the other party shall give the breaching party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other party shall have the right to terminate the Schedule, effective upon five (5) days prior written notice to the breaching party ("Termination Notice"). The right of Cincinnati Bell and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may have hereunder or at law or in equity.



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11.2 A party may, at its option, terminate a Schedule effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other party or the filing by or against the other party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

**11.3** Customer shall have the right to terminate any Schedule for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. The termination charge will apply and be considered, except as noted in Section 4 of the Schedules, to be liquidated damages and will be Cincinnati Bell's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained within the applicable Schedule is not intended to indicate that the Commissions have approved or sanctioned the specific termination charges contained herein. Signatories to the Agreement shall be free to pursue whatever legal remedies they may have should a dispute arise.

**11.4** One or more Schedules may be terminated by the Parties without causing a termination of this Agreement or other Schedules.

#### 12. INDEMNIFICATION.

Each Party shall indemnify, defend and hold harmless the other Party and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of claims for damage to property and/or personal injuries (including death) arising directly out of the performance of obligations under this Agreement. A Party shall notify the other Party and describe the claim or action within fourteen (14) days of becoming aware of the claim or action itself. Either Party may undertake the defense of any such claim or action and permit the other Party to participate therein. The settlement of any such claim or action by either Party without the other Party's prior written consent, shall release the other Party from its obligations hereunder with respect to such claim or action so settled.

#### 13. LIMITATIONS OF LIABILITY.

Cincinnati Bell's liability arising out the provision of: (i) the provision of Services; (ii) delays in the restoration of Services; or (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. IN NO EVENT SHALL CBT BE LIABLE TO CUSTOMER, CUSTOMER'S OWN CUSTOMERS, OR ANY OTHER THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, ACTUAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS. LOST REVENUES, OR LOST SAVINGS OF ANY KIND, ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER OR NOT CBT OR CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. FOR PURPOSES OF THIS SECTION, "CINCINNAT! BELL" IS DEEMED TO INCLUDE CINCINNATI BELL TELEPHONE COMPANY LLC, CINCINNATI BELL WIRELESS LLC, CINCINNATI BELL ANY DISTANCE INC. AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF EACH OF THEM.

The Parties hereto agree that the termination liabilities and the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of the business risks inherent in this Agreement.



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#### 14. RESPONSIBILITIES OF EACH PARTY.

Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except for the limitations on liability as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of that Party's obligations hereunder.

#### 15. SECURITY AND ACCESS.

Employees and agents of Cincinnati Bell and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

#### 16. WORK ON CUSTOMER'S PREMISES.

Cincinnati Bell shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of Cincinnati Bell's noncompliance with any such laws. If Cincinnati Bell's work under any Schedule involves operations by CBT on the premises of Customer, Cincinnati Bell shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent such injury is the result of Customer's negligence or willful misconduct, Cincinnati Bell shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are proximately caused by Cincinnati Bell's employees or agents against Customer, or which are due from any negligent act or omission of Cincinnati Bell, including its employees, agents and subcontractors.

#### 17. CUSTOMER OBLIGATIONS.

Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.

#### 18. SYSTEM MAINTENANCE.

In the event Cincinnati Bell determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.

#### 19. SUBCONTRACTING.

Cincinnati Bell may subcontract work to be performed under this Agreement, but shall retain responsibility for the work and will ensure that any subcontractor agrees to keep Customer's information confidential.

#### 20. CHANGES IN LAWS.

This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.



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#### 21. FORCE MAJEURE.

No party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Schedule, caused by a force majeure condition, including fires, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

#### 22. GOOD FAITH PERFORMANCE.

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

#### 23. NO LICENSE.

Except as expressly provided in this Agreement or a Schedule, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

#### 24. AMENDMENTS; WAIVERS.

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

#### 25. NOTICES.

All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement and to the extent a notice relates to an alleged breach, termination, or other claim under a Schedule, such notice shall be made in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section, to the following addresses of the Parties:

#### To CBT:

Cincinnati Bell Attn: Contract Manager M/S 347-400 201 East Fourth Street Cincinnati, OH 45202 To Customer:

and

and



First Security Trust Bank MSA

PUBLIC SERVICE COMMISSION OF KENTUCKY Cincinnati Bell Attn: Acct Rep (Brvan Hollquist) M/S 347-300 201 East Fourth Street Cincinnati, OH 45202

First Security Trust Bank Attn: 7135 Houston Road Florence, KY 41042

Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

#### 26. NO RIGHTS TO THIRD PARTIES.

This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

#### 27. SEVERABILITY.

If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

#### 28. ASSIGNMENT.

Customer will not resell or permit any third party to use any of the services provided by Cincinnati Bell hereunder. Neither Customer nor Cincinnati Bell may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Neither party shall be required to obtain consent in the case of a sale of all or substantially all the assets of itself or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning party. Notwithstanding the foregoing, each party shall retain the right to terminate this Agreement without further obligation or liability to the other party, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by the one party is to be made to a competitor of the other party.

#### 29. ENTIRE AGREEMENT; CONTINUING OBLIGATIONS.

29.1 This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter thereof are superseded and replaced by the provisions of this Agreement.

Irrespective of any provision contained in this Agreement or in a Schedule to the contrary, the 29.2 following provisions of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) in each of the Schedules heretofore or hereinafter executed by the parties: Articles 7 through 10 and Articles 12 through 30.

Any liability or obligation of any Party to the other Party for acts or omissions prior to the 29.3 cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions of Article 8 hereof regarding Confidential Information, Article 9 hereof regarding resolution of disputes, Articles 12 and 19 hereof regarding indemnification, and Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.

The rights and obligations under this Agreement shall survive any merger or sale of ether party 29.4 and shall be binding upon the successors and permitted assigns of each party.

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5/2/2006 First Security Trust Bank MSA

> PUBLIC SERVICE COMMISSION OF KENTUCKY

**29.5** <u>Confidential Account Information</u>. Under federal law, Customer has a right, and Cincinnati Bell has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from Cincinnati Bell, including the amount, type, and destination of Customer's service usage; the way Cincinnati Bell provides services 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 Cincinnati Bell sharing its CPNI with Cincinnati Bell affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the Cincinnati Bell parent company as well as Cincinnati Bell agents and authorized sales representatives, to develop or bring to new 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.

#### 30. REGULATORY APPROVAL; TARIFFS.

This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement (including any Schedule(s)) and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling, <u>except</u> with respect to the rates and any termination charges agreed to in any Schedule. The obligations of Cincinnati Bell and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in Cincinnati Bell's tariffs on file with regulatory agencies.

#### 31. EXECUTED IN COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of whom shall be an original, but such counterparts shall together constitute but one and the same instrument.

#### 32. <u>HEADINGS</u>

The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written below.

FIRST SECURITY TRUST BANK W By: DUMC NUM-CED
By:Signature(
Printed Name: PerfuciDay
Title: <u>CEO</u>
Date: 4-29-05

CINCINNATI BELL
By: Krifemmer
Šignature
Printed Name: Terri Hemmer
Title: <u>Sales Manager</u>
Date:5-4-05



#### FLAT BUSINESS LINE SERVICE

#### 1. TERM

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective on the provisioning date ("Effective Date") and shall continue for thirtysix (36) months ("Term"). After expiration of the initial term, this Schedule shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Schedule by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term. Notwithstanding the foregoing, Cincinnati Bell Telephone Company LLC ("CBT") reserves the right to adjust rates 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 Schedule, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written and/or verbal notice of termination during the sixty (60) days period, Customer shall be deemed to accept the rate adjustment.

#### 2. DEFINITIONS

<u>Flat Business Line (1FB)</u> – One flat rate analog business line. A phone line for which Customer pays a single monthly charge for and on which the Customer may make as many local phone calls as the Customer wishes during a month.

#### 3. SERVICES AND RATES

Subject to the terms and conditions of the Master Services Agreement (hereinafter "Agreement") and this Schedule, CBT shall provide Customer with Flat Business Line ("1FB") Service and Customer shall pay CBT for such as follows:

Service Description	USOC	Monthly Unit Price
Flat Business Line	1FB	\$39.99

All prices and rates herein are exclusive of any surcharges, taxes, additional charges, optional features and any one-time nonrecurring charges unless otherwise noted. Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. CBT shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Service. As of Agreement execution date, Customer's 1FB information is as follows:

Address	Service Description	Qty	Unit Price	<u>Monthly</u> <u>Total</u>
7135 Houston Road, Florence, KY 41042	Flat Business Line	4	\$39.99	\$159.96
160 Barnes Wood Drive, Edgewood, KY 41017	Flat Business Line	1	\$39.99	\$ 39.99
570 Clock Tower Way, Crescent Springs, KY 41017	Flat Business Line	1	\$39.99	\$ 39.99
1952 A. Northbend Road, Hebron, KY 41048	Flat Business Line	1	\$39.99	\$ 39.99

#### 4. TERMINATION CHARGES

In the event that 1FB Service under this Schedule is terminated by Customer for convenience or for reasons other than CBT's breach of this Schedule prior to the expiration of the 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 Term.



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#### PRIME ADVANTAGE SERVICE

#### 1. TERM

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective on the provisioning date ("Effective Date") and shall continue for thirtysix (36) months ("Term"). After expiration of the initial term, this Schedule shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Schedule by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term. Notwithstanding the foregoing, Cincinnati Bell Telephone Company LLC ("CBT") reserves the right to adjust rates 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 Schedule, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written and/or verbal notice of termination during the sixty (60) days period, Customer shall be deemed to accept the rate adjustment.

#### 2. DEFINITIONS

<u>Prime Advantage</u> -- is a high-speed, high-capacity switched digital interface carrying 24 channels between customer's premise (ISDN compatible PBX, router, bridge, computer interface or other CPE) and a CBT central office. Each Prime Advantage facility consists of up to 23 bearer channels (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

Subject to the terms and conditions of the Master Services Agreement (hereinafter "Agreement") and this Schedule, CBT shall provide Customer with Prime Advantage Service ("PRI") Service and Customer shall pay CBT for such, as follows:

Ea	ach Facility	Each 2-Way / DID Channel	Each Caller ID	DID # 20 Block
	Monthly	Monthly	Monthly	Monthly
	\$423.20	\$9.50	\$0.00	\$4.15

All prices and rates herein are exclusive of Port, EUCL, 911, USF, surcharges, taxes and one-time charges, if applicable. Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. CBT shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the PRI Service. As of Agreement execution date, Customer's PRI information is as follows:

Address: 71:	35 Houston Road, Florence	e, KY 41042		
(1) Facility Monthly	(23) at Rate 2-Way / DID Channels Monthly	(1) Caller IDs Monthly	(2) DID # 20 Blocks Monthly	TOTAL Monthly
\$423.20	\$218.50	\$0.00	\$8.30	\$650.00

#### 4. TERMINATION CHARGES

4.1 In the event that PRI Service (which includes the facility and channels) under this Schedule is terminated by Customer for convenience or for reasons other than CBT's breach of this Schedule prior to the expiration of the 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 Term.

4.2 If Customer removes one or more facility(s) and/or channel(s) from service prior to the expiration oARIFF BRANCH the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such facility(s), channel(s), and/or optional feature(s) for which Customer would have been response the figure of the CEIVEE Customer had not terminated prior to the end of the expiration of the Term.

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#### INTERNET (ADSL) SERVICE

#### 1. TERM

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective on the provisioning date ("Effective Date") and shall continue for thirtysix (36) months ("Term"). If renegotiation of this Schedule does not occur before expiration, this Schedule will be automatically changed to month-to-month service, subject to the then current rates of this service and conditions of this Agreement. Either party may terminate the month-to-month service by giving thirty (30) days notice, no other penalties or termination fees will be due.

#### 2. DEFINITION

2.1 <u>ZoomTown</u> - the Cincinnati Bell Telephone Company LLC ("CBT") brand name for ADSL (Asymmetric Digital Subscriber Line).

2.2 <u>Business Class DSL</u> - uses ADSL, a technology that enables users to obtain high-speed access to the Internet over existing copper phone lines, without purchasing an additional line.

2.3 <u>Enterprise ADSL Service</u> – speed of 3Mbps/768Kbps. It includes FUSE as the ISP and five (5) static IP address.

2.4 <u>Small Office ADSL Service</u> – speed of 3Mbps/768Kbps. It includes FUSE as the ISP and one (1) static IP address.

2.5 <u>Standard ADSL Service</u> – speed of 3 Mbps/768Kbps. It includes FUSE as the ISP and four (4) dynamic IP addresses.

#### 3. COMPUTER / EQUIPMENT REQUIREMENTS

**3.1** In order to receive ADSL, Customer must have minimum computer requirements. Current information can be found on cincinnatibell.com website or through a CBT sales representative.

**3.2** The following hardware and software must be installed on your computer system (collectively referred to as "Equipment") in order to receive ADSL: (1) ADSL Modem (provided by CBT); (2) telephone line microfilters, if needed (provided by CBT); (3) Ethernet Card, if needed (provided by CBT); (4) Network Interface Card; and (5) ZoomTown CD-Rom. Customer agrees that all of the Equipment listed below belongs to CBT. CBT grants you a non-exclusive, non-transferable limited license to use the Equipment to access CBT's/ZoomTown's network only for use in connecting from authorized locations in accordance with this Agreement. Loss, theft or physical damage to the Equipment is your responsibility.

#### 4. ACCESS TO ZOOMTOWN EQUIPMENT, SOFTWARE AND/OR FACILITIES

Customer agrees that they will not access, or attempt to access any equipment, software (including reverse engineering, decompiling or disassembling the software or attempting in any manner to recreate the source code or object codes) or facilities (including remote computing systems) furnished in connection with this Agreement. Any attempt by Customer to access and/or subvert any such equipment, software or facilities without permission, and/or any attempts by Customer to subvert any network security measures of CBT/ZoomTown or any other network shall entitle CBT/ZoomTown to immediately terminate services without notice.

#### 5. SERVICES AND RATES

5.1 Subject to the terms and conditions of the Master Service Agreement (hereinafter "Agreement") and this Schedule, CBT shall provide Customer with the following ADSL Service offering:

Service	USOC	Description	<u>Unit</u>	rice	TAR	FF BF	RANC	H	٦
Small Office ADSL w/ FUSE (1 Static IP)	WZER5	3Mbps/768Kbps	\$80				$\mathbf{N}$	FL	ור
							IV	ᄂᄂ	וע

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#### Agreement No. BHOT-6BLJ22

**5.2** All prices and rates are exclusive of surcharges, taxes, optional features and any one-time nonrecurring charges unless otherwise noted. Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. CBT shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the ADSL Service. As of Agreement execution date, Customer's Centrex information is as follows:

Address	Service Description	Qty	<u>Unit</u> Price	<u>Monthly</u> <u>Total</u>
7135 Houston Road, Florence, KY 41042	Small Office ADSL w/ FUSE (1 Static IP)	1	\$80.00	\$80.00

#### 6. NETWORKING

Due to the every growing complexity of networked computers, the ZoomTown Helpdesk cannot advise or assist with general networking setup. Customer inquiries will be directed to 3<sup>rd</sup> party computer technicians and network equipment manufacturers. During troubleshooting sessions where networked computers are present, the ZoomTown Helpdesk technician will ask the customer to disconnect their networked equipment from the ZoomTown equipment, and directly connect the ZoomTown hardware to one Windows based or Macintosh PC. Doing so will help the technician diagnose issues with the ZoomTown equipment at the customer's premises. *Failure to comply with the ZoomTown technician's request in this matter will release ZoomTown's responsibility for further diagnosis.* 

#### 7. WARRANTIES

The manufacturers warrant the ADSL modem, Telephone Line Microfilters, and Network Interface Card for one (1) year from initiation of service ("Manufacturer's Warranty"). Except for the Manufacturer's Warranty, the Equipment is provided on an "as is" basis without warranties of any kind, either express or implied, including the implied warranty that the Equipment is reasonably fit for the purpose for which it is to be used and the implied warranties of merchantability and fitness for a particular purpose, unless such warranties are legally incapable of exclusion. The manufacturer will perform warranty service, and Customer should follow their guidelines in invoking Customer rights under their warranties.

#### 8. ACCEPTABLE USE

If ZoomTown becomes aware, through subscriber complaints or otherwise, of any Content that it, in its sole discretion, considers to be obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable, ZoomTown shall have the right, but not the responsibility, to immediately remove such Content and/or to terminate Customer service without notice. This policy applies to any Content made available by you, your customers, or generally made available through Customer account. Customer is solely responsible for all information, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively referred to as "Content") that is transmitted through your Account and/or make available on or through your Web site or any of your customer's web sites.

#### 9. TERMINATION CHARGES

9.1 In the event that Standard ADSL Service under this Schedule is terminated by Customer for convenience or for reasons other than CBT's breach of this Schedule prior to the expiration of the 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 Term for that Service.

**9.2** All terminations in Standard ADSL Service will result in IP addresses assigned to Customer(s) reverting back to ZoomTown.Com.



#### WIRELESS SERVICE

#### 1. TERM

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective on the provisioning date ("Effective Date") and shall continue for thirtysix (36) months ("Term"). If renegotiation of this Schedule does not occur before expiration, this Schedule will be automatically changed to month-to-month service, subject to the then current rates of this service and conditions of this Agreement. Either party may terminate the month-to-month service by giving thirty (30) days notice, no other penalties or termination fees will be due.

#### 2. DISTRIBUTION

The initial delivery of cellular phone equipment will be made by Cincinnati Bell Wireless LLC ("CBW") to the Customer employee population over a scheduled period of time (to be determined) so as not to adversely affect the business operations of Customer. CBW will provide each Customer employee with (a) his/her corporate cellular phone, (b) training on the functions of the equipment, and (c) specifics surrounding the service including but not limited to local area coverage, billing and roaming/long distance charges.

#### 3. SERVICES AND RATES

Subject to the terms and conditions of the Master Services Agreement (hereinafter "Agreement") and this Schedule, CBW shall provide Customer with Wireless Service and Customer shall pay CBT for such as follows:

#### 3.1.1 Voice Rates and Charges Structure:

- a) NB2 USA Nation 4,000 4,000 Peak Minutes Plan \$195.00/mo.
  - Each additional user on plan is \$15.00/mo.
  - FREE Unlimited Mobile-to-Mobile (local coverage area only)
  - Unlimited N & W/E
  - No roaming charges while on CBW network & nation roaming network.
  - Unlimited incoming text messaging
- b) FREE Lockline
- c) Activation fees Waived.

#### 3.1.2 Equipment Pricing Structure:

FREE - (6) Motorola V180 handsets

#### 3.1.3 Credit:

Up to \$500.00 credit for contract buyout based on Customer supplied documentation.

#### 4. AVAILABILITY/INTERRUPTION

Wireless Service is available to Customer's phone when it is within the operating range of the CBW system and may be available outside of that area in other participating carrier service areas. Service maybe subject to transmission limitations or interruptions caused by Customer nonpayment, service area limitations, (such as cell site availability), customer equipment or its installation, weather, atmospheric, magnetic, environmental, topographic and other like conditions.

#### 5. UNAUTHORIZED USAGE

Customer may not program the number into any equipment other than the phone or change the electronic serial number (ESN) or Equipment Identifier (EID) of the phone. In the event Customer's equipment is lost, stolen, or otherwise absent from the Customer's possession or control, Customer shall be lable for ARIFF BRANCH all usage and toll, long distance and roaming charges originating from Customer's cellular number until the loss, theft or other occurrence is reported to CBW.

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#### 6. USE OF SERVICE/PHONE/NUMBER

Customer agrees not to use the phone or Wireless Service for any unlawful or abusive purpose or in any way, which damages CBW property or interferes with or disrupts our system or other users. Customer will comply with all laws while using the Wireless Service and will not transmit any communication, which would violate any laws, court order, or regulation, or would likely be offensive to the recipient. Customer is responsible for all content Customer transmits through their phone. CBW has the right to interrupt or restrict Wireless Service to Customer number, without notice to Customer, if CBW suspects fraudulent or abusive activity, or in our efforts to combat fraudulent use. Resale of Wireless Service is prohibited without prior written contractual arrangements with CBW and any required regulatory approvals. Customer is responsible for ensuring that their phone is compatible with CBW Wireless Service and meets federal standards. Customer phone may contain pre-installed software necessary to use Wireless Service. By using Wireless Service, Customer agrees to abide by the terms and conditions of any applicable software license.

#### 7. BILLING AND PAYMENT

Bills for charges payable by Customer will generally be rendered monthly in a format CBW chooses, which may change from time to time. Billing cycles do not necessarily correspond to calendar months, and may vary in length. When a billing cycle covers less than or more than a full month, CBW may make reasonable adjustments and prorations. If Customer authorizes payment by credit card, no additional notice or consent will be required for billings to that credit card or account. Payment of all charges is due upon receipt of invoice.

#### 8. ACCOUNT INFORMATION

Any person able to provide your name, address, the last four digits of your social security number, and the number is authorized by Customer to receive information about and make changes to your account, including adding new numbers. Under federal law, Customer has a right, and CBW has a duty, to protect the confidentiality of information about the amount, type and destination of Customers wireless service usage (CPNI). Customer consents to CBW sharing your CPNI with Cincinnati Bell, its affiliates and its contractors, to develop or bring to your attention any products and services. This consent survives the termination of Customer's Service and is valid until Customer removes it.

#### 9. TERMINATION

Customer may terminate a cellular number within the first thirty (30) days of activation without penalty. If after thirty (30) days activation and prior to contract expiration a cellular number is terminated by CBW for cause, then Customer will pay, in CBW's sole discretion, an early termination fee of up to \$200.00 per cellular number canceled, in addition to any promotion amounts (specifically related to each canceled phone number) applied to Customer's account, including, but not limited to: free airtime minutes, equipment, waiver or reduction of any one-time or recurring charge.



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#### MERCNET SERVICE

#### 1. TERM

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective on the provisioning date ("Effective Date") and shall continue for thirtysix (36) months ("Term"). If renegotiation of this Schedule does not occur before expiration, this Schedule will be automatically changed to month-to-month service, subject to the then current rates of the service and the conditions of this Agreement.

#### 2. DEFINITIONS

<u>Mercury Services</u> - A family of digital, private line special access services. All Mercury Products employ the latest digital technology to provide secure, reliable, high-quality transmission services for voice, data and video. These circuits range in speed from 2.4 kbps (DS0) to 45 mbps (DS3).

#### 3. SERVICES AND RATES

Subject to the terms and conditions of the Master Services Agreement (hereinafter "Agreement") and this Schedule, Cincinnati Bell Telephone Company LLC ("CBT") shall provide Customer with MercNet Service and Customer shall pay CBT for such monthly as follows:

Service Description: Mer	cNet 1.5		
Address: FROM: 7135 H	ouston Road, Florence, KY	1042	
TO: 160 Bar	nes Wood Drive, Edgewood	, KY 41017	
(2) Channel	Fixed Channel Mileage	Mileage Charge (4 Miles)	Monthly Total
Termination Charge	Charge		
\$244.42	\$113.37	\$50.00	\$407.79

Service Description: Mer	cNet 1.5		
Address: FROM: 7135 H	ouston Road, Florence, KY	41042	
TO: 570 Cld	ock Tower Way, Crescent Sp	rings, KY 41017	
(2) Channel	Fixed Channel Mileage	Mileage Charge (4 Miles)	Monthly Total
Termination Charge	Charge		
\$244.42	\$113.37	\$50.00	\$407.79

Service Description: Mer	cNet 1.5		
Address: FROM: 7135 Houston Road, Florence, KY 41042			
TO: 1952 A.	Northbend Road, Hebron, H	(Y 41048	
(2) Channel	Fixed Channel Mileage	Mileage Charge (6 Miles)	Monthly Total
Termination Charge	<u>Charge</u>		
\$244.42	\$113.37	\$75.00	\$432.79

All prices and rates herein are exclusive of surcharges, taxes and any one-time nonrecurring charges unless otherwise noted. Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. CBT shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the MercNet Service.

#### 4. TERMINATION CHARGES

4.1 In the event that MercNet Service under this Schedule is terminated by Customer for convenience or for reasons other than CBT's breach of this Schedule prior to the expiration of the 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 Term.

4.2 If nonrecurring charges associated with the installation of MercNet Service are waived and the MercNet Service is then terminated prior to the expiration of the Term, the Customer will become in the payment of the waived charges.

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