



PRIME ADVANTAGE SERVICE AGREEMENT

Customer Name Airway Technologies			CINCINNATI BELL TELEPHONE COMPANY LLC ("CBT")			Contract No. 24195	
Address 2205 Global Way			Address 201 East Fourth Street, P.O. Box 2301			Order No.	
City Hebron	State KY	Zip Code 41048	City Cincinnati	State OH	Zip Code 45201	CBT Contact Robert Schmittauer	Telephone No. 513-387-9512
Billing Telephone No. 859-889-0223						Technical Contact John Pollitt	Telephone No. 513-568-4166
Term: <input type="checkbox"/> 12 Months <input type="checkbox"/> 24 Months <input checked="" type="checkbox"/> 36 Months <input type="checkbox"/> 60 Months							
Service Description	USOC	Term (Months)	Quantity	Unit Price	Monthly Price	Installation / One-Time Charge	
PRIME Advantage Facility	ZPT1X	36	1	\$367.55	\$367.55	\$0.00	
2-Way/DID Channels	DZFOX	36	12	\$10.00	\$120.00	\$0.00	
Caller ID	ZCN		1	\$0.00	\$0.00	\$0.00	
DID 20 # Blocks	DZHPG		3	\$4.15	\$12.45	\$0.00	
Secondary Service Location Name				Subtotal		\$500.00	\$0.00
Street Address				Subtotal From Attached / Additional Pages			
City	State	Zip Code	Grand Total		\$500.00	\$0.00	
Remarks:			<ul style="list-style-type: none"> All prices and rates herein are exclusive of any surcharges and taxes. This Agreement shall become effective on the later of the provisioning or in-service date ("Effective Date"). Installation / One-Time Charge does not cover premise technician work outside of the normal business hours of 8 a.m. to 5 p.m. 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 HERETO AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY CBT. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CBT TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.							
Airway Technologies ("Customer")				Cincinnati Bell Telephone Company LLC			
Signature: <i>[Signature]</i>				Signature: <i>[Signature]</i>			
Printed Name: Edwin S Weinstein				Printed Name: Rob Shalstead			
Title: CFO				Title: Sales Mgr			
Date: 5/16/06				Date: 6/6/06			

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PRIME ADVANTAGE TERMS & CONDITIONS

1. Agreement Expiration

After expiration of the initial term, 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, 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 Agreement, 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) day period, Customer shall be deemed to accept the rate adjustment.

2. Tariff Coverage

This PRIME Advantage offering is provided pursuant to the provisions of Cincinnati Bell's General Exchange Tariff filed with and approved by the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky. The following conditions, while not all inclusive, are among those controlled by the General Exchange Tariff:

- a) If Customer terminates a PRIME Advantage Service (which includes the facility, channels and optional features) prior to completion of the 12-month minimum service period or the VTPP Agreement period, they will be subject to termination charges.
- b) Conditions and regulations concerning the Variable Term Payment Plan (VTPP).
- c) Periods of service, including the 12-month minimum period of service. Service periods of 24 months, 36 months and 60 months are also available.
- d) Conditions and regulations concerning upgrades from existing analog trunk service to PRIME Advantage, and applicable non-recurring charges.
- e) Billing for this service.
- f) Limitations of liability.

The General Exchange Tariffs are available for inspection at any Cincinnati Bell business office.

3. Changes in Service or Rates

Rates shown are those in effect on this date. Quantities shown are based upon information given by the Customer to Cincinnati Bell on this date. In the event of (1) a change in the quantity of service requested by Customer and/or (2) the rates shown are not those in effect at the time of installation, an attachment will be provided to Customer by Cincinnati Bell which will reflect the actual quantities and rates in effect for this service as installed and billed.

4. Subsequent Customer Orders

Additional channels, or facilities can be added to PRIME Advantage service pursuant to the provisions of this Agreement and the Cincinnati Bell's General Exchange Tariff.

Additional orders can be coterminal with original expiration date. This Agreement applies to any additions matching the original expiration date. Additions with new expiration dates will require a new separate Agreement.

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. Termination Charges

- a) If a Customer terminates service, without cause, prior to the expiration of the term, the Customer will pay to Cincinnati Bell 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 end of the applicable 12, 24, 36 or 60-month term payment plan.
- b) If Customer removes one or more facility(s) and/or channel(s) from service prior to the expiration of the term hereof, Customer will pay to Cincinnati Bell a termination charge equal to all monthly charges for such facility(s) and/or channel(s) for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable 12, 24, 36 or 60-month term payment plan.
- c) If nonrecurring charges associated with the installation of a Service are waived and the service is then terminated prior to completion of the 12-month minimum service period or the VTPP Agreement period, the Customer will become liable for payment of the waived charges.
- d) Commission approval of the termination liability for PRIME Advantage Agreements, as described above, is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such Agreements shall be free to pursue whatever legal remedies they may have should a dispute arise.

6. Upgrades

Customers wishing to upgrade existing analog trunk service or TRUNK Advantage to PRIME Advantage will not be charged installation for the number of existing trunks/channels that are moved to PRIME Advantage. Initial charges for facilities, features, and additional channels will still apply.



Customers wishing to upgrade existing TRUNK Advantage service to PRIME Advantage can terminate their current Agreement without penalty under the condition that a new PRIME Advantage Agreement is signed.

Customers wishing to change existing PRIME Advantage service to TRUNK Advantage service can terminate their current Agreement without penalty under the condition that a new TRUNK Advantage Agreement is signed. All installation charges for TRUNK Advantage service will apply.

7. Compliance with Tariff

Customer agrees to comply with all of the provisions of the General Exchange Tariffs applicable to this service. In the event of any conflict between the provisions of this Agreement and the Cincinnati Bell's General Exchange Tariffs, the provisions of the General Exchange Tariffs will take precedence and be controlling.

8. Additional Terms

General terms and conditions for PRIME Advantage Agreements are explained in the tariff. This explanation is for clarification and situations outside of those covered by the general terms and conditions.

- If tariffed rates go up before the expiration of a Customer's Agreement, the Customer will remain at the lower agreed to rates until Agreement expiration.
- If tariffed rates go down before the expiration of a Customer's Agreement, they will have the option to recast their Agreement for another 12-month minimum, 24-month, 36-month, or 60-month service period at the new tariffed rates. This is not an automatic process, it must be Customer initiated.
- If the PRIME Advantage facility is maintained, a Customer may add, delete or change channels from their existing service without a new Agreement.
- If a Customer wishes to add facilities to their current service, a new Agreement should be signed. There are two scenarios a Customer can choose from:
 - 1) The new Agreement can end contemporaneously with the original Agreement and follow the same rate structure. If this is the case, it must be stated in the remarks section of the Agreement, and referred to the original Agreement number. Be sure to state the date of expiration.
 - 2) The new Agreement can be separate with its own expiration date and rates following the current tariffed rate structure.

- Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date (Invoice Due Date). Payments not received within thirty (30) days of invoice date are considered past due. In addition to CBT 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 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 CBT may have under this Agreement in law or in equity. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any CBT invoice, Customer shall submit to CBT by the Invoice Due Date, full payment of the undisputed portion of any CBT invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. CBT and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after CBT receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to CBT shall be due within (10) days of resolution of the dispute.

- If a Customer moves their business to another location within our operating territory prior to the expiration of their Agreement, the Agreement will move with them. They will not suffer termination penalties unless they lessen the number of PRIME Advantage facilities and/or channels at the new location. The Agreement will continue with the original expiration date and rate structure. The Customer will be subject to all normal installation and service charges associated with moving the service.

<i>Customer Initials</i>	<i>5/11/06</i>
Customer Initials	Date

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MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into by and between Cincinnati Bell Telephone Company LLC, on behalf of its' affiliates and subsidiaries, having its' principal place of business at 221 East Fourth Street, Cincinnati, Ohio 45202 (collectively "Cincinnati Bell"), and Ashley Quarters, a(n) _____ corporation, having its principal place of business at 4880 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 Applicable Laws - 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 Information - 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 marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

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2. SERVICES.

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 Cincinnati Bell 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.

4.2 Cincinnati Bell will not be liable to Customer or third parties for any claims, loss or expense of 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.

4.3 EXCEPT AS SPECIFIED HEREIN AND ANY SCHEDULES, CINCINNATI BELL, ITS 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.

5. TITLE OR RISK OF LOSS OF EQUIPMENT.

5.1 For equipment sold and installed to Customer by Cincinnati Bell, title shall pass to Customer on 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.

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7. GOVERNING LAW.

This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and the 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.

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 (Invoice Due 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, Cincinnati Bell may: (i) apply a late charge equal to 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. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any Cincinnati Bell invoice, Customer shall submit to Cincinnati Bell by the Invoice Due Date, full payment of the undisputed portion of any Cincinnati Bell invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. Cincinnati Bell and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after Cincinnati Bell receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Cincinnati Bell shall be due within (10) days of resolution of the dispute.

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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.

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.

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13. **LIMITATIONS OF LIABILITY.**

Cincinnati Bell's liability arising out 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 CINCINNATI BELL 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 CINCINNATI BELL OR CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. FOR PURPOSES OF THIS SECTION, "CINCINNATI 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.

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 Cincinnati Bell 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.

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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.

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.

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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 Cincinnati Bell:

Cincinnati Bell Telephone Company LLC
Attn: General Counsel
M/S 103-1290
221 East Fourth Street
Cincinnati, OH 45202

and

Cincinnati Bell Telephone Company LLC
Attn: Acct Rep (Ashley Quarters)
M/S 347-400
221 East Fourth Street
Cincinnati, OH 45202

To Customer:

Home-Towne: Ashley Quarters
Attn: Aaron Seamans
3141 Beaumont Center Circle
Suite 301
Lexington, Ky 40513

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.

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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.

29.2 Irrespective of any provision contained in this Agreement or in a Schedule to the contrary, the 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 8 through 10 and Articles 12 through 32.

29.3 Any liability or obligation of any Party to the other Party for acts or omissions prior to the 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.

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

29.5 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 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, except 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. HEADINGS

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.

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

ASHLEY QUARTERS

By: A. Seam
Signature
Printed Name: Alex Seamas
Title: Direct Technol
Date: 6/1/06

CINCINNATI BELL TELEPHONE COMPANY LLC

By: Mary G. Schmitzler
Signature
Printed Name: MARY G. SCHMITZLER
Title: Sales Mgr.
Date: 6-9-06

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**SCHEDULE 1
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 based on the latter of the provisioning or activation date ("Effective Date") and shall continue for **thirty-six (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"), the service provider, 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

Flat Business Line (1FB) – 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:

<u>Service Description</u>	<u>USOC</u>	<u>Monthly Unit Price</u>
Flat Business Line	1FB	\$30.00

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:

Service Address: 4880 Houston Road, Florence, KY 41042 (BTN: 859-525-9997)			
<u>Service Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Monthly Total</u>
Flat Business Line	4	\$30.00	\$120.00

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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IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Flat Business Line Service Schedule as of the date(s) last written below.

ASHLEY QUARTERS

By: A Seam
Signature
Printed Name: Aaron Seamas
Title: Dir of Technology
Date: 6/1/06

CINCINNATI BELL TELEPHONE COMPANY LLC

By: Mary G. Schnitzler
Signature
Printed Name: MARY G. SCHNITZLER
Title: Sales Mgr.
Date: 6-9-06

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COMMISSION
OF KENTUCKY

SCHEDULE 2

TRUNK 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 **thirty-six (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"), the service provider, 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

Trunk Advantage – An enhanced alternative to the existing analog-only PBX trunking service. Trunk Advantage is digital PBX trunking service.

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 Trunk Advantage Service and Customer shall pay CBT for such, as follows:

Each Facility Monthly	Each Flat Rate 2-Way/DID Channel Monthly	DID # 20 Block Monthly
\$349.10	\$8.00	\$4.15

All prices and rates herein are exclusive of 911, surcharges, taxes and one-time 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 Trunk Advantage Service. As of Agreement execution date, Customer's Trunk Advantage information is as follows:

Bill To & Service Address: 4880 Houston Road, Florence, KY 41042 (BTN: 859-525-9997)			
(1) Facility Monthly	(12) Flat Rate 2-Way / DID Channels Monthly	(9) DID # 20 Blocks Monthly	TOTAL Monthly
\$349.10	\$96.00	\$24.90	\$470.00

4. TERMINATION CHARGES

4.1 In the event that Trunk Advantage 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 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.

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4.3 If nonrecurring charges associated with the installation of Trunk Advantage Service are waived and the Trunk Advantage Service is then terminated prior to completion of the then current Term, the Customer will become liable for payment of the waived charges.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Trunk Advantage Service Schedule as of the date(s) last written below.

ASHLEY QUARTERS

By: A Seema
Signature
Printed Name: Aaron Seema
Title: Dir. of Technology
Date: 6/1/06

CINCINNATI BELL TELEPHONE COMPANY LLC

By: Mary D. Schaefer
Signature
Printed Name: MARY G. SCHAEFER
Title: Sales Mgr.
Date: 6-9-06

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Page 13 of 16

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SCHEDULE 3

LONG DISTANCE SERVICE

1. TERM

Cincinnati Bell Any Distance Inc. ("CBAD") will provide Long Distance Service as set forth in this Schedule. Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective on the Service Activation Date ("Effective Date") and shall continue for **thirty-six (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 month-to-month rates and terms & 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. SERVICES AND RATES

Subject to the terms and conditions of the Master Services Agreement (hereinafter "Agreement") and this Schedule, CBAD agrees to provide and Customer agrees to purchase the services as described in one or more Addenda attached (as applicable) and incorporated herein.

Addendum A -- Voice Services Supplement

3. PAYMENT TERMS

CBAD shall send notice to Customer that service is ready for commercial use ("Service Activation Date") and billing will commence within five (5) business days thereafter. Invoices for services are due and payable in U.S. Dollars within thirty (30) days of the date on the invoice ("Invoice Due Date"). Pricing above does not include charges for taxes, fees, and surcharges, which shall be included in the invoices. Surcharges and fees are billed at rates specified in CBAD's filed tariffs, if applicable. If any invoice is not paid when due, CBAD may (i) apply a late charge equal to two (2) percent (or the maximum legal rate, if less) of the unpaid balance per month; and or (ii) require a deposit or other form of security ("Security Deposit"). Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any CBAD invoice, Customer shall submit to CBAD by the Invoice Due Date, full payment of the undisputed portion of any CBAD invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. CBAD and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after CBAD receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to CBAD shall be due within (10) days of resolution of the dispute.

4. TERMINATION CHARGES

Either party may terminate this Schedule or disconnect, in whole or in part, any services hereunder at any time and without cause upon thirty days(s) prior written notice to the other party. Notwithstanding the foregoing, if Customer terminates any service prior to the end of a Service Term, Customer shall reimburse CBAD for all costs of the implementation of such service(s). If Customer terminates any service prior to end of its term after service is activated, Customer shall pay the following fees if applicable: (i) all unpaid charges for service previously rendered; (b) fifty percent (50%) of the CBAD Long Distance service plan monthly recurring charges multiplied by the number of months remaining in the term; (c) one hundred percent (100%) of Customer's local access fees multiplied by the number of months remaining in the term; and (d) a pro-rata payback of all fees/charges previously waived by CBAD. The termination charges stated herein are liquidated damages and not a penalty.

5. NO RESALE

Services provided hereunder are for Customer's own use and shall not be resold or provided to third parties for profit.

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6. AUTOMATIC DIALER DEVICES

Customer acknowledges and agrees that use of autodialers, predictive dialers or other devices that generate automated outbound calls in conjunction with products and services provided under this Agreement is strictly prohibited. CBAD may, in its sole discretion, suspend service for issued pertaining to network congestion due to Customer's use of these devices, revise the pricing herein, or immediately terminate service under this Agreement immediately.

7. MAINTENANCE CHARGES AND ANCILLARY FEES

CBAD shall maintain its network; however, if Customer requests CBAD to send maintenance personnel to perform troubleshooting, who determines that the maintenance required was caused by Customer or Customer's equipment, additional reasonable charges will apply.

8. RATE ADJUSTMENT

If Customer's voice traffic disproportionately terminates to and/or originates in high cost areas, CBAD will provide Customer notice and thirty (30) days to correct its voice traffic. CBAD reserves the right to adjust Customer's rates during this thirty-day period. If Customer does not comply with CBAD's notice and elects not to continue to receive services with the rate adjustment, Customer may terminate this Agreement upon thirty (30) days written notice to CBAD, provided that Customer shall remain liable for all usage charges incurred prior to such termination as well as all termination charges as set forth in Section 4.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Long Distance Service Schedule as of the date(s) last written below.

ASHLEY QUARTERS

By: A Sam
Signature
Printed Name: Aaron Sennas
Title: Dir of Technology
Date: 6/1/06

CINCINNATI BELL ANY DISTANCE INC.

By: Mary G. Schmitzer
Signature
Printed Name: MARY G. SCHMITZER
Title: Sales Mgr.
Date: 6-9-06

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CBAD – Addendum A – Voice Services Supplement	Customer Initials	Date
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1. **Minimum Service Term.** Notwithstanding Section 2, of the Agreement, service orders for Switched Voice Services submitted under this Agreement will have a minimum Service Term of **36 months**.

2. **Minimum Monthly Voice Commitment (CBAD 1000 Plan):** \$40.00

Minimum Commitment	Out of Bucket / Inbound Rate
\$40.00	\$0.06/minute

The Customer agrees to a \$40.00 monthly service fee in exchange for 1000 domestic direct dial long distance minutes. The Monthly Minimum applies on a per-account basis. The rate herein quoted is applicable to Domestic inbound and outbound-switched '1+' domestic calls for all ANI assigned (PIC'd) to CBAD. Domestic direct dial interstate and intrastate rates apply after 1000 "plan" minutes have been used. Rates are calculated on a per call basis and rounded up to the nearest penny. Other long-distance rates default to the prevailing rates of the following CBAD standard programs: Any Distance Calling Card; Any Distance Universal I International; and directory assistance. Any applicable federal, state or local use, excise, sales or privilege taxes, duties or similar liabilities, chargeable to or against CBAD, related to the provision of the Service, shall be payable by the Customer in addition to the regular charges under this Agreement. Without prior notification, CBAD may adjust its rates and charges and impose additional rates and charges to recover amounts CBAD is required by government or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs including, but not limited to, the Universal Service Fund (USF), the Primary Interexchange Carrier Charge ("PICC"), and Payphone Service Provider (PSP) charge.

Cancellation and Renewal: Upon its expiration, this Agreement will automatically renew for successive terms unless either party provides the other with written notice of termination not less than thirty (30) days prior to expiration of this Agreement.

Inability to Perform Service: Either party shall have the right to cancel this agreement effective immediately and without liability if CBAD is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or any other federal, state or local governmental authority, or if the Agreement should be in violation of any law, regulation or rule.

Lawful use of Service: Customer agrees to use the Service only for lawful purposes and in a lawful manner. The Service may be terminated or suspended by CBAD if any prohibited use occurs. This offer may not be used for resale, and can not be used in conjunction with any other discounts or promotions.

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Customer Copy



MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into by and between Cincinnati Bell Telephone Company LLC, on behalf of its' affiliates and subsidiaries, having its' principal place of business at 221 East Fourth Street, Cincinnati, Ohio 45202 (collectively "Cincinnati Bell"), and Century Construction, a(n) corporation, having its principal place of business at 34 Kenton Lands Road, Erlanger, KY 41018 ("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 Applicable Laws - 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 Information - 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 on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

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2. **SERVICES.**

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 Cincinnati Bell 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.

4.2 Cincinnati Bell will not be liable to Customer or third parties for any claims, loss or expense of 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.

4.3 EXCEPT AS SPECIFIED HEREIN AND ANY SCHEDULES, CINCINNATI BELL, ITS 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.

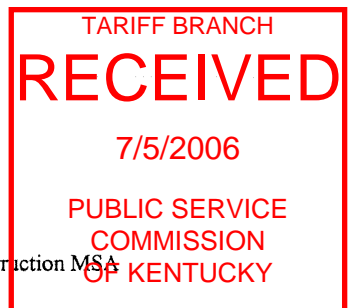
5. **TITLE OR RISK OF LOSS OF EQUIPMENT.**

5.1 For equipment sold and installed to Customer by Cincinnati Bell, title shall pass to Customer on 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 Ohio, and the 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.

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.**

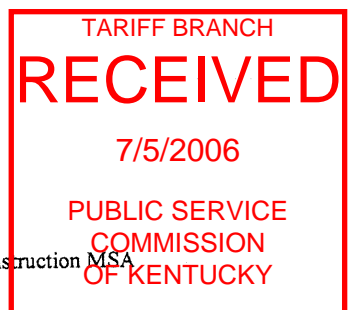
9.1 The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing party shall give the 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 (Invoice Due 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, Cincinnati Bell may: (i) apply a late charge equal to 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. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any Cincinnati Bell invoice, Customer shall submit to Cincinnati Bell by the Invoice Due Date, full payment of the undisputed portion of any Cincinnati Bell invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. Cincinnati Bell and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after Cincinnati Bell receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Cincinnati Bell shall be due within (10) days of resolution of the dispute.



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.

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 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 CINCINNATI BELL 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 CINCINNATI BELL OR CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. FOR PURPOSES OF THIS SECTION, "CINCINNATI 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.

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 Cincinnati Bell 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.

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.**

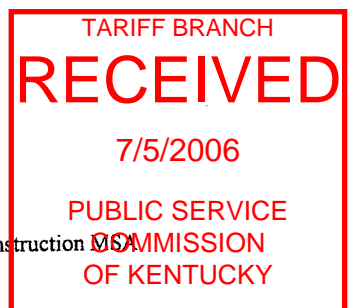
Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

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 Cincinnati Bell:

Cincinnati Bell Telephone Company LLC
Attn: Legal Counsel
M/S 103-1290
201 East Fourth Street
Cincinnati, OH 45202

To Customer:

Century Construction
Attn: _____
34 Kenton Lands Road
Erlanger, KY 41018

And

Cincinnati Bell Telephone Company LLC
Attn: Acct Rep (Century Construction)
M/S 347-300
201 East Fourth Street
Cincinnati, OH 45202

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.

29.2 Irrespective of any provision contained in this Agreement or in a Schedule to the contrary, the 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 8 through 10 and Articles 12 through 32.

29.3 Any liability or obligation of any Party to the other Party for acts or omissions prior to the 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 hereof 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.

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

29.5 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 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, except 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.

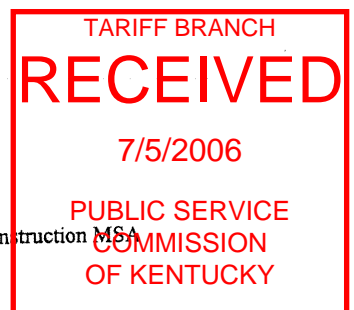
31. **EXECUTED IN COUNTERPARTS.**

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. **HEADINGS**

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.

[Signature Page To Follow]



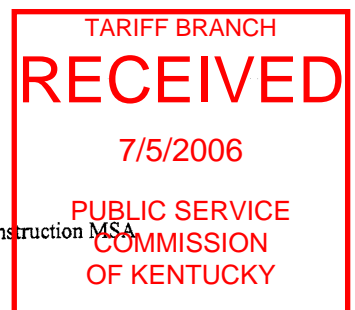
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date last written below.

CENTURY CONSTRUCTION

By: Scott Bickitt
Signature
Printed Name: Scott Bickitt
Title: Contractor
Date: 5/31/06

CINCINNATI BELL TELEPHONE COMPANY LLC

By: Don Doyle
Printed Name: Don Doerflein
Title: Sales Vice President
Date: 5-31-06



SCHEDULE 1 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 based on the latter of the provisioning or activation date ("Effective Date") and shall continue for **thirty-six (36) months ("Term")** unless otherwise noted. 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"), the service provider, 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

Flat Business Line (1FB) – 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	Term	Monthly Unit Price	Installation Charge
Flat Business Line	1FB	*12 Month	\$39.99	\$49.75
"	"	36 Month	\$32.00	\$ 0.00

* 12 Month Products & Services can be terminated at any time without incurring termination penalty.

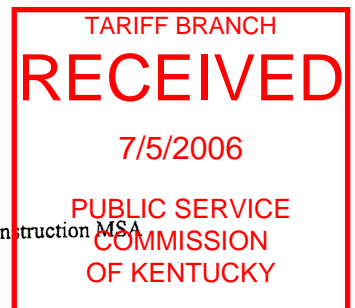
All prices and rates herein are exclusive of any surcharges, taxes, additional charges, optional features and any one-time nonrecurring charges unless otherwise noted. Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions 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:

Bill To & Service Address: 34 Kenton Lands Road, Erlanger, KY 41018 (BTN: 859-331-9416)				
Service Description	Qty	Unit Price	Monthly Total	Installation
Flat Business Line	6	\$39.99	\$239.94	\$ 0.00
"	13	\$32.00	\$416.00	\$ 0.00

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. Notwithstanding the foregoing, no termination penalty applies to month-to-month service.

[Signature Page To Follow]



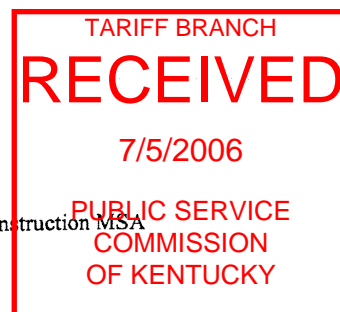
IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Flat Business Line Service Schedule as of the date(s) last written below.

CENTURY CONSTRUCTION

By: Scott Beckett
Signature
Printed Name: Scott Beckett
Title: Controller
Date: 5/31/06

CINCINNATI BELL TELEPHONE COMPANY LLC

By: Jan Doerflinger
Signature
Printed Name: Jan Doerflinger
Title: Sales Vice President
Date: 5-31-06



SCHEDULE 2
ADSL INTERNET SERVICE

1. TERM

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective on the latter of the provisioning or activation date ("Effective Date") and shall continue for **thirty-six (36) months ("Term")** unless otherwise noted. 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 ZoomTown - the Cincinnati Bell Telephone Company LLC ("CBT") brand name for ADSL (Asymmetric Digital Subscriber Line).

2.2 Zoomtown Business Class ADSL - 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 Zoomtown Standard ADSL Service - speed of 3Mbps/768Kbps. It includes FUSE as the ISP and four (4) dynamic IP addresses.

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

2.5 Zoomtown Enterprise ADSL Service - speed of 3Mbps/768Kbps. It includes FUSE as the ISP and five (5) static IP addresses.

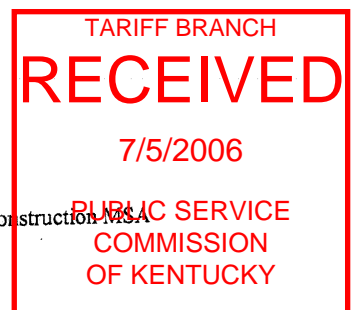
3. COMPUTER / EQUIPMENT REQUIREMENTS

3.1 In order to receive ADSL, Customer must have minimum computer requirements. Current information can be found on cincinnati-bell.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 Internet Service offering:

a) *12 Month Pricing

<u>Service Description</u>	<u>USOC</u>	<u>Description</u>	<u>Unit Price</u>	<u>Standard Installation Charge</u>
Zoomtown Standard ADSL w/ FUSE (4 Dynamic IPs)	ZZR9J	3Mbps/768Kbps	\$ 69.95	\$99.00
Zoomtown Small Office ADSL w/ FUSE (1 Static IP)	WZER5	3Mbps/768Kbps	\$100.00	\$99.00
Zoomtown Enterprise ADSL w/ FUSE (5 Static IPs)	WZER6	3Mbps/768Kbps	\$200.00	\$99.00

* 12 Month Products & Services can be terminated at any time without incurring termination penalty.

b) 36 Month Term Pricing

<u>Service Description</u>	<u>USOC</u>	<u>Description</u>	<u>Unit Price</u>	<u>Standard Installation Charge</u>
Zoomtown Standard ADSL w/ FUSE (4 Dynamic IPs)	ZZR9J	3Mbps/768Kbps	\$ 50.00	\$0.00
Zoomtown Small Office ADSL w/ FUSE (1 Static IP)	WZER5	3Mbps/768Kbps	\$ 80.00	\$0.00
Zoomtown Enterprise ADSL w/ FUSE (5 Static IPs)	WZER6	3Mbps/768Kbps	\$150.00	\$0.00

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 Internet Service. As of Agreement execution date, Customer's ADSL Internet Service information is as follows:

Service Address: 34 Kenton Lands Road, Erlanger, KY 41018 (BTN: 859-331-9416)			
<u>Service Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Monthly Total</u>
Zoomtown Small Office ADSL w/ FUSE (1 Static IP)	1	\$80.00	\$80.00

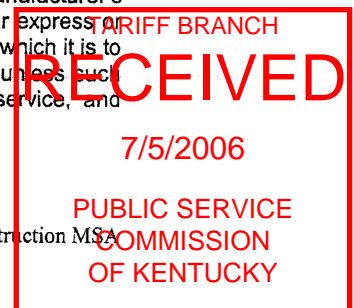
Service Address: 1125 St. Gregory Street, Cincinnati, OH 45202 (BTN: 513-621-0121)			
<u>Service Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Monthly Total</u>
Zoomtown Small Office ADSL w/ FUSE (1 Static IP)	1	\$80.00	\$80.00

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 3rd 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 Zoomtown Internet 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 Zoomtown Internet Service will result in IP addresses assigned to Customer(s) reverting back to ZoomTown.Com.

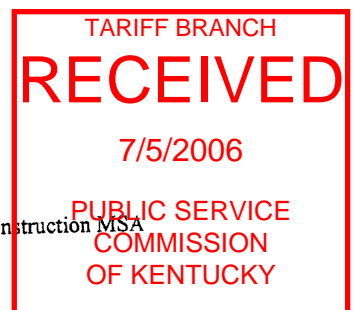
IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this ADSL Internet Service Schedule as of the date(s) last written below.

CENTURY CONSTRUCTION

By: Scott Beckett
Signature
Printed Name: Scott Beckett
Title: Controller
Date: 5/31/06

CINCINNATI BELL TELEPHONE COMPANY LLC

By: Dan Doerflinger
Signature
Printed Name: Dan Doerflinger
Title: Sales Vice President
Date: 5-31-06



SCHEDULE 3

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 latter of the provisioning or activation date ("Effective Date") and shall continue for **twenty-seven (27) months ("Term")**. After expiration of the Term, this Schedule shall be automatically changed to month-to-month service subject to the then current month-to-month service rates and the terms and conditions of this Agreement. Either party may terminate the month-to-month service by giving thirty (30) days advance written 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 CBW for such as follows:

3.1.1 Voice Rates and Charges Structure:

- (4) R35 → Cinbell USA 6000 Minute Plan - **\$199.99/ea (\$799.96/mo. Total)**
 (Initial User included in Each Plan)
 • Out of Bucket Charges - **\$0.20/minute**

*DD mg
5-21-06*

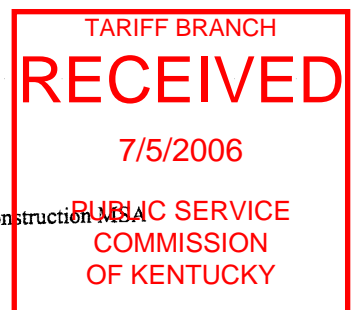
- ~~(46)~~ Wireless MSF per User - **\$10.00/ea per month (\$470.00/mo. Total)**
- CMW – 2-Way Text Messaging 500 with information services - **\$4.99/ea per month**
- Unlimited Nights & Weekends included
- **(51)** Unlimited Mobile-to-Mobile (local coverage area only) included
- Nationwide Roaming & Domestic Long Distance Included
- * Customer has the ability to change rate plans based on mutually agreed to negotiated rates.

3.1.2 Data Rates and Charges Structure:

- **(5) BBU - Unlimited Blackberry Data Plan - \$29.99/ea per month**

3.1.3 Equipment Pricing Structure:

- a) New Activations & Migrations Only (excludes Just-In-Time Inventory):
 - Blackberry 7290 (New Activation Voice & Data) - **\$50.00/ea**
 - Blackberry 7100g (New Activation Voice & Data) - **\$69.99/ea**
 - Blackberry 8700g (New Activation Voice & Data) - **\$299.99/ea**
 - **(Up to 46) Nokia 6061- FREE**
 - Nokia 6102i - **\$79.99/ea**
 - **(1) E.D. SBE Blackberry Ent Server 4.0 for Microsoft Exchange – 5 Users - \$550.00/ea**
 - Activation fees waived
- b) Replacements:
 - **\$100.00 off** suggested retail list price for replacement phones



3.1.4 Buyout Credit:

Upon the execution of this Agreement and Customer providing CBW a copy of the final invoice from previous wireless service provider showing termination charges, CBW agrees to issue up to a **\$1,837.50 credit** to Customer. In the event the Customer terminates this Agreement in whole or in part prior to expiration, Customer will be charged a pro-rated portion of the buyout credit based on the remaining months of the Agreement not fulfilled in addition to any other termination charges incurred.

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 liable for 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.

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 Customer for any reason except as stated in Section 1 of this Schedule or terminated by CBW for cause, then Customer will pay, in CBW's sole discretion, an early termination fee of up to \$150.00 per cellular number canceled or below the minimum, 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.

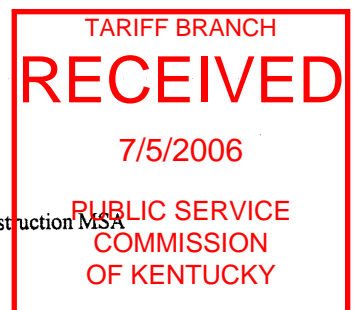
IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Wireless Service Schedule as of the date(s) last written below.

CENTURY CONSTRUCTION

By: Seth Brackett
Signature
Printed Name: Seth Brackett
Title: Controller
Date: 5/31/06

CINCINNATI BELL WIRELESS LLC

By: [Signature]
Signature
Printed Name: Dan Doerflinger
Title: Sales Vice President
Date: 5-31-06



**SCHEDULE 4
LONG DISTANCE SERVICE**

1. TERM

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective on the latter of the provisioning or activation date ("Effective Date") and shall continue on a **month-to-month basis** ("Term"). Either party may terminate the month-to-month service by giving thirty (30) days advance written notice, no other penalties or termination fees will be due.

2. MONTHLY MINIMUM AND RATES

The Customer agrees to a **\$40.00 monthly service fee** in exchange for 1000 domestic direct dial long distance minutes. The Plan average per minute rate is \$0.06/minute. The Monthly Minimum applies on a per-account basis. The rate herein quoted is applicable to Domestic inbound and outbound-switched '1+' domestic calls for all ANI assigned (PIC'd) to Cincinnati Bell Any Distance Inc. ("CBAD"). Domestic direct dial interstate and intrastate rates apply after 1000 "plan" minutes have been used. Rates are calculated on a per call basis and rounded up to the nearest penny. Other long-distance rates default to the prevailing rates of the following CBAD standard programs: Any Distance Calling Card; Any Distance Universal | International; and directory assistance. Any applicable federal, state or local use, excise, sales or privilege taxes, duties or similar liabilities, chargeable to or against CBAD, related to the provision of the Service, shall be payable by the Customer in addition to the regular charges under this Agreement. Without prior notification, CBAD may adjust its rates and charges and impose additional rates and charges to recover amounts CBAD is required by government or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs including, but not limited to, the Universal Service Fund (USF), the Primary Interexchange Carrier Charge ("PICC"), and Payphone Service Provider (PSP) charge.

3. INABILITY TO PERFORM SERVICE

Either party shall have the right to cancel this agreement effective immediately and without liability if CBAD is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or any other federal, state or local governmental authority, or if the Agreement should be in violation of any law, regulation or rule.

4. LAWFUL USE OF SERVICE

Customer agrees to use the Service only for lawful purposes and in a lawful manner. The Service may be terminated or suspended by CBAD if any prohibited use occurs. This offer may not be used for resale, and can not be used in conjunction with any other discounts or promotions.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Long Distance Service Schedule as of the date(s) last written below.

CENTURY CONSTRUCTION

By: *Scott Burkitt*
Signature
Printed Name: Scott Burkitt
Title: Contractor
Date: 5/31/06

CINCINNATI BELL ANY DISTANCE INC.

By: *Dan Doerflin*
Signature
Printed Name: Dan Doerflin
Title: Sales Vice President
Date: 5-31-06





Pricing Agreement

Customer Fabulous Furs			Service Provider Cincinnati Bell Telephone Company LLC (Cincinnati Bell)			Agreement No. 24882		
Address 25 West Robbins			Address 221 East Fourth Street			Order No.		
			PO Box 2301			Service Provider Contact Robert Schmittauer		
City	State	Zip Code	City	State	Zip Code	Telephone No.		
Covington	KY	41011	Cincinnati	OH	45201			

A. Service Pricing								
Qty	Units	Description	Term	Classes	Per Unit Monthly	Monthly	Per Unit One-time	One-time
Service Address: 25 W Robbins Covington KY								
1	Each	Full Access Prime	24 Months	45	1,000.00	1,000.00	0.00	0.00
Total						1,000.00		0.00

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 later 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
Deanne Combs	Director of Ops	Deanne Combs	5/30/06
SERVICE PROVIDER			
Name of Authorized Representative (Print)	Title	Signature of Authorized Representative	Date
Rob Schmittauer	Sales Mgr	[Signature]	5/30/06

Confidential Statement

DATE OF PRINT: May 18, 2006

Contract #: 24882

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Supplement

Customer (Legal Name of Company) Fabulous Furs	Agreement Number 24682
Cincinnati Bell Contact Robert Schmittauer	Date May 18, 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;

45. 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 does not provide written and/or verbal notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

B. DEFINITIONS

.1 **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.

.2 **FUSE Dedicated Internet Access** - Defined as the engineering, configuration, installation, maintenance and repair services provided by CBT to Customer necessary to interconnect Customer's network to the FUSE Dedicated Internet Access network for passage to the Internet for data transmission.

.3 **Internet** - Defined as a Network of Global Computers as defined in 1996 running on Transmission Control Protocol (TCP), on top of Internet Protocol Version Four (IPv4).

.4 **Demarcation Point** - Defined as the point of physical separation of CBT's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for FUSE Dedicated Internet Access service presented by CBT to Customer.

C. SERVICES AND RATES

.1 23-Line Full Access (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 23-Line Full Access (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

DATE OF PRINT: May 18, 2006 Contract #





Supplement

Customer (Legal Name of Company) Fabulous Furs	Agreement Number 24682
Cincinnati Bell Contact Robert Schmittauer	Date May 18, 2006

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 23-Line Full Access (Prime Advantage).

D. PROVISION OF FUSE DEDICATED INTERNET ACCESS

.1 CBT will provide FUSE Dedicated Internet Access service as specified on the Pricing Agreement Sheet. Other "optional" features relating to FUSE Dedicated Internet Access are also available to Customer if requested and agreed upon by both parties.

.2 Subject to Section E, below, CBT's provision of FUSE Dedicated Internet Access will include the maintenance and repair required to maintain the FUSE Dedicated Internet Access service in proper working order on CBT's side of the Demarcation Point.

.3 FUSE Dedicated Internet Access will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair FUSE Dedicated Internet Access. CBT reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. Downtime due to scheduled maintenance is not subject to the Repair and Response policies in Section E. If maintenance affects Customer, CBT will use reasonable efforts to notify Customer in advance.

.4 If a major outage to CBT's network occurs, including FUSE Dedicated Internet Access, CBT will use its' best efforts to restore FUSE Dedicated Internet Access service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.

.5 CBT will furnish Customer with a telephone number that Customer will use to report any trouble with FUSE Dedicated Internet Access (1-800-FUSENET (387-3638), Option 4).

.6 CBT will furnish Customer with Internet Protocol (IP) addresses within five (5) business days of receipt of executed Agreement.

.7 Unless otherwise agreed in writing, CBT will provide FUSE Dedicated Internet Access service for TCP/IP based communication protocols for transmission across the Internet only.

.8 The electrical signals of FUSE Dedicated Internet Access will operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 10/100 Mbps, IEEE Standard 802.3 (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).

E. FUSE DEDICATED INTERNET ACCESS REPAIR - RESPONSE TIME

.1 CBT guarantees the availability of Customer's network through the FUSE Dedicated Internet Access network and to the Internet 99.9% of the time. This availability will be determined by verification that Customer's network is "reachable" 99.9% of the times checked from the furthest point in CBT's FUSE Dedicated Internet Access network. For each 1% below the 99.9% stated availability, CBT will credit Customer \$100.00. This guarantee only applies to FUSE Dedicated

DATE OF PRINT: May 18, 2006

Contract #

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Supplement

Customer (Legal Name of Company) Fabulous Furs	Agreement Number 24682
Cincinnati Bell Contact Robert Schmittauer	Date May 18, 2006

Internet Access. The physical transport is not included.

.2 CBT will use its best efforts to repair any inoperable FUSE Dedicated Internet Access port within 4 hours (residential-based dedicated Integrated Services Digital Network [ISDN] excluded) after Customer has notified BT that such port is inoperable or it has come to the attention of CBT that Customer's port is inoperable. If such port remains inoperable for more than 8 hours after Customer has notified CBT that such port is inoperable, CBT will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable.

.3 The total amount of all credits for any one inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be CBT's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port. The above-mentioned Repair and Response policies do not apply to any CBT facility outages (ISDN, T1, Frame Relay Network, LAN Advantage, Integrated Advantage).

F. CUSTOMER'S OBLIGATIONS

.1 Customer acknowledges billing for FUSE Dedicated Internet Access service will commence when CBT's transport facility is provisioned.

.2 Customer acknowledges billing for FUSE Dedicated Internet Access - Full Access, if applicable, will commence when CBT's transport facility is provisioned and facility channels are turned up for local service.

.3 Customer will furnish, at its expense, such space, electrical power and environmental conditioning at Customer's premises as CBT may reasonably require in connection with performing its obligations hereunder. Customer will permit CBT reasonable access to Customer's premises, in accordance with Customer's normal security procedures, in connection with providing service hereunder.

.4 Customer will provide, install and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the Customer's side of the Demarcation Point. Customer shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with CBT's FUSE Dedicated Internet Access and conform to the Technical Reference Specifications furnished by CBT to Customer in connection with this Agreement.

.5 Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth in Section D.8, above. Customer shall furnish any additional equipment or facilities necessary to comply with such standards at their expense.

.6 Without the prior written consent of CBT, Customer will not access, or attempt to access, any equipment or facilities furnished by CBT in connection with this Agreement. Customer agrees to use Internet access only for lawful purposes. Any content that CBT in its sole discretion considers being obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, offensive or otherwise objectionable shall entitle CBT to immediately terminate service without notice. Similarly, conduct by Customer that in CBT's sole discretion restricts or inhibits any other Internet Service Provider, subscriber, person or entity from using or enjoying Fuse or another service will not be permitted and shall entitle CBT to immediately terminate service without notice. Examples of such conduct include, but are not limited to, sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or "SPAM", Commercial advertisements in USENET News groups not intended for that purpose, attempts to access remote computing systems without permission, port scanning and any attempts to subvert any network security measures of Fuse or any other network. Customer will indemnify and hold harmless CBT, its officers, directors, employees and agents, from and against any loss or expense, of whatever nature, arising out of any unauthorized access to any equipment or facilities furnished by CBT in connection with this Agreement.

DATE OF PRINT: May 18, 2006

Contract #

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Supplement

Customer (Legal Name of Company) Fabulous Furs	Agreement Number 24682
Cincinnati Bell Contact Robert Schmittauer	Date May 18, 2006

.7 Prior to requesting repair service from CBT, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the FUSE Dedicated Internet Access 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 FUSE Dedicated Internet Access reasonably requested by CBT.

G. PROCEDURES REGARDING THIRD PARTY COMPLAINTS

If CBT receives a complaint that any content provided by Customer through the use of FUSE, or provided by any party using Customer's account as permitted by this contract, infringes any copyright, trademark, service mark, or other intellectual property right of any third party; or constitutes fraud, false advertising, or misrepresentation; or constitutes libel, slander, or invasion of the right of privacy or publicity of any third party; or otherwise violates the terms of this contract; CBT reserves the right to take appropriate action including, without limitation, (i) taking down the offending material in compliance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, (ii) removing or disabling Customer's access to the FUSE service, and/or (iii) terminating Customer's Subscription, with or without prior notice to Customer.

H. TITLE TO EQUIPMENT AND FACILITIES

All equipment and facilities used by CBT in providing FUSE Dedicated Internet Access hereunder will remain the sole property of CBT, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties with respect to specific equipment.

I. TERMINATION CHARGES

.1 In the event that 23-Line Full Access (Prime Advantage) service (which includes the facility, channels and optional features as well as FUSE) 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. All terminations in service will result in IP addresses assigned to customers by FUSE Dedicated Internet Access reverting back to FUSE Dedicated Internet Access.

.2 If nonrecurring charges associated with the installation of 23-Line Full Access (Prime Advantage) service are waived and the 23-Line Full Access (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
<i>RS</i>	5/30/06

DATE OF PRINT: May 18, 2006

Contract #





Pricing Agreement

GFT INC

Customer Griffin Industries	Service Provider Cincinnati Bell Telephone Company LLC (Cincinnati Bell)	Agreement No. 25115
Address 4221 Alexandria Pike	Address 221 East Fourth Street	Order No.
	PO Box 2301	Service Provider Contact Daniel Lejeune
City State Zip Code Cold Spring KY 41076	City State Zip Code Cincinnati OH 45201	Telephone No. 5133970626

A: Service Pricing								
Qty	Units	Description	Term	Clauses	Per Unit Monthly	Monthly	Per Unit One-time	One-time
Service Address: 2734 Chancellor Drive Crestview Hills KY								
9	Each	Two Way/DID Channels	36 Months		10.00	90.00	0.00	0.00
1	Each	DID 20# Blocks	36 Months		4.15	4.15	0.00	0.00
1	Each	Caller ID	36 Months		0.00	0.00	0.00	0.00
1	Each	PRI Facility	36 Months	41	504.85	504.85	0.00	0.00
Total						599.00		0.00

Confidential Statement

DATE OF PRINT: June 8, 2006

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Contract #: 25115

TARIFF BRANCH

RECEIVED

7/5/2006

PUBLIC SERVICE
COMMISSION
OF KENTUCKY



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
STEVEN D. BLAIR	CFO	<i>Steven D. Blair</i>	6/9/06
SERVICE PROVIDER			
Name of Authorized Representative (Print)	Title	Signature of Authorized Representative	Date
Sam Doerflin	Sales Vice Pres.	<i>Sam Doerflin</i>	6-9-06





PRIME ADVANTAGE SERVICE AGREEMENT

Customer Name Owen Electric Cooperative	CINCINNATI BELL TELEPHONE COMPANY LLC ("CBT")	Contract No. 24195
Address 8205 Highway 127N, P.O. Box 400	Address 201 East Fourth Street, P.O. Box 2301	Order No.
City State Zip Code Owenton KY 40359	City State Zip Code Cincinnati OH 45201	CBT Contact Telephone No. Bryan Hollquist 513-397-0394
Billing Telephone No. 859-485-9645		Technical Contact Telephone No. Valorie Braxton 513-397-1491

Term: 12 Months 24 Months 36 Months 60 Months

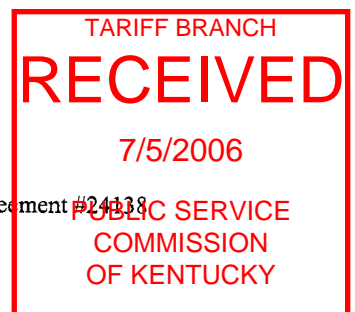
Service Description	USOC	Term (Months)	Quantity	Unit Price	Monthly Price	Installation / One-Time Charge
PRIME Advantage Facility	ZPT1X	36	1	\$401.55	\$401.55	\$0.00
2-Way/DID Channels	DZFCX	36	23	\$7.00	\$161.00	\$0.00
Caller ID	ZCN		1	\$0.00	\$0.00	\$0.00
DID 20 # Blocks	DZHPG		3	\$4.15	\$12.45	\$0.00
Secondary Service Location Name	Subtotal				\$575.00	\$0.00
Street Address	Subtotal From Attached / Additional Pages					
City State Zip Code	Grand Total				\$575.00	\$0.00

Remarks:

- All prices and rates herein are exclusive of any surcharges and taxes.
- This Agreement shall become effective on the latter of the provisioning or in-service date ("Effective Date").
- Installation / One-Time Charge does not cover premise technician work outside of the normal business hours of 8 a.m. to 5 p.m.
- 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 HERETO AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY CBT. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CBT TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.

Owen Electric Cooperative ("Customer")	Cincinnati Bell Telephone Company LLC
Signature: <i>Travis Hunter</i>	Signature: <i>Terri Hemmer</i>
Printed Name: <i>Travis Hunter</i>	Printed Name: <i>Terri Hemmer</i>
Title: <i>Engineering Technician</i>	Title: <i>Sales Manager</i>
Date: <i>5/23/06</i>	Date: <i>5/31/06</i>





PRIME ADVANTAGE TERMS & CONDITIONS

1. Agreement Expiration

After expiration of the initial term, 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, 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 Agreement, 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) day period, Customer shall be deemed to accept the rate adjustment.

2. Tariff Coverage

This PRIME Advantage offering is provided pursuant to the provisions of Cincinnati Bell's General Exchange Tariff filed with and approved by the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky. The following conditions, while not all inclusive, are among those controlled by the General Exchange Tariff:

- a) If Customer terminates a PRIME Advantage Service (which includes the facility, channels and optional features) prior to completion of the 12-month minimum service period or the VTPP Agreement period, they will be subject to termination charges.
- b) Conditions and regulations concerning the Variable Term Payment Plan (VTPP).
- c) Periods of service, including the 12-month minimum period of service. Service periods of 24 months, 36 months and 60 months are also available.
- d) Conditions and regulations concerning upgrades from existing analog trunk service to PRIME Advantage, and applicable non-recurring charges.
- e) Billing for this service.
- f) Limitations of liability.

The General Exchange Tariffs are available for inspection at any Cincinnati Bell business office.

3. Changes in Service or Rates

Rates shown are those in effect on this date. Quantities shown are based upon information given by the Customer to Cincinnati Bell on this date. In the event of (1) a change in the quantity of service requested by Customer and/or (2) the rates shown are not those in effect at the time of installation, an attachment will be provided to Customer by Cincinnati Bell which will reflect the actual quantities and rates in effect for this service as installed and billed.

4. Subsequent Customer Orders

Additional channels, or facilities can be added to PRIME Advantage service pursuant to the provisions of this Agreement and the Cincinnati Bell's General Exchange Tariff.

Additional orders can be coterminous with original expiration date. This Agreement applies to any additions matching the original expiration date. Additions with new expiration dates will require a new separate Agreement.

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. Termination Charges

- a) If a Customer terminates service, without cause, prior to the expiration of the term, the Customer will pay to Cincinnati Bell 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 end of the applicable 12, 24, 36 or 60-month term payment plan.
- b) If Customer removes one or more facility(s) and/or channel(s) from service prior to the expiration of the term hereof, Customer will pay to Cincinnati Bell a termination charge equal to all monthly charges for such facility(s) and/or channel(s) for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable 12, 24, 36 or 60-month term payment plan.
- c) If nonrecurring charges associated with the installation of a Service are waived and the service is then terminated prior to completion of the 12-month minimum service period or the VTPP Agreement period, the Customer will become liable for payment of the waived charges.
- d) Commission approval of the termination liability for PRIME Advantage Agreements, as described above, is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such Agreements shall be free to pursue whatever legal remedies they may have should a dispute arise.

6. Upgrades

Customers wishing to upgrade existing analog trunk service or TRUNK Advantage to PRIME Advantage will not be charged installation for the number of existing trunks/channels that are moved to PRIME Advantage. Initial charges for facilities, features, and additional channels will still apply.



Customers wishing to upgrade existing TRUNK Advantage service to PRIME Advantage can terminate their current Agreement without penalty under the condition that a new PRIME Advantage Agreement is signed.

Customers wishing to change existing PRIME Advantage service to TRUNK Advantage service can terminate their current Agreement without penalty under the condition that a new TRUNK Advantage Agreement is signed. All installation charges for TRUNK Advantage service will apply.

7. Compliance with Tariff

Customer agrees to comply with all of the provisions of the General Exchange Tariffs applicable to this service. In the event of any conflict between the provisions of this Agreement and the Cincinnati Bell's General Exchange Tariffs, the provisions of the General Exchange Tariffs will take precedence and be controlling

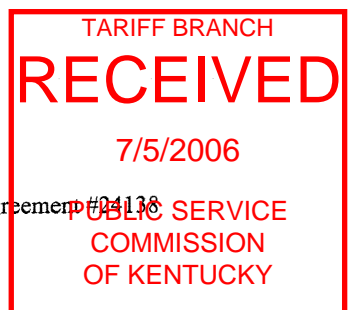
8. Additional Terms

General terms and conditions for PRIME Advantage Agreements are explained in the tariff. This explanation is for clarification and situations outside of those covered by the general terms and conditions.

- If tariffed rates go up before the expiration of a Customer's Agreement, the Customer will remain at the lower agreed to rates until Agreement expiration.
- If tariffed rates go down before the expiration of a Customer's Agreement, they will have the option to recast their Agreement for another 12-month minimum, 24-month, 36-month, or 60-month service period at the new tariffed rates. This is not an automatic process, it must be Customer initiated.
- If the PRIME Advantage facility is maintained, a Customer may add, delete or change channels from their existing service without a new Agreement.
- If a Customer wishes to add facilities to their current service, a new Agreement should be signed. There are two scenarios a Customer can choose from:
 - 1) The new Agreement can end coterminously with the original Agreement and follow the same rate structure. If this is the case, it must be stated in the remarks section of the Agreement, and referred to the original Agreement number. Be sure to state the date of expiration.
 - 2) The new Agreement can be separate with its own expiration date and rates following the current tariffed rate structure.

- Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date (Invoice Due Date"). Payments not received within thirty (30) days of invoice date are considered past due. In addition to CBT 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 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 CBT may have under this Agreement in law or in equity. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any CBT invoice, Customer shall submit to CBT by the Invoice Due Date, full payment of the undisputed portion of any CBT invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. CBT and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after CBT receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to CBT shall be due within (10) days of resolution of the dispute.
- If a Customer moves their business to another location within our operating territory prior to the expiration of their Agreement, the Agreement will move with them. They will not suffer termination penalties unless they lessen the number of PRIME Advantage facilities and/or channels at the new location. The Agreement will continue with the original expiration date and rate structure. The Customer will be subject to all normal installation and service charges associated with moving the service.

TH	5/23/06
Customer Initials	Date





7

**23 – LINE FULL ACCESS CONNECTIONS LITE SERVICE AGREEMENT
(PRIME Advantage – FUSE Dedicated)**

Customer Name Wampfler Inc.		CINCINNATI BELL TELEPHONE COMPANY LLC ("CBT")			Contract No.	
Address 8091 Production Avenue		Address 201 East Fourth Street, P.O. Box 2301			Order No.	
City	State	Zip Code	City	State	Zip Code	CBT Contact Telephone No.
Florence	Kentucky	41042	Cincinnati	OH	45201	Lisa Brown 513.470.6235
Billing Telephone No.						Technical Contact Telephone No. Kim Taylor 513.397.5942
Term: X 36 Months						
Service Description	USOC	Term (Months)	Quantity	Unit Price	Monthly Price	Installation / One-Time Charge
23 – Line Full Access Connections <i>Includes: PRIME Advantage, (1) Caller ID, (3) DID 20 # Blocks, FUSE Dedicated T1 @ 1.5Mbps & (23) One Reaches.</i>	WZED3	36	1	\$1,090.00	\$1,090.00	\$0.00
Secondary Service Location Name				Subtotal		\$1,090.00
Street Address				Subtotal From Attached / Additional Pages		
City	State	Zip	Grand Total		\$1,090.00	\$0.00
Code						
Remarks:			<ul style="list-style-type: none"> All prices and rates herein are exclusive of any surcharges and taxes. This Agreement shall become effective on the latter of the provisioning or in-service date ("Effective Date"). Installation / One-Time Charge does not cover premise technician work outside of the normal business hours of 8 a.m. to 5 p.m. Facsimile signatures to this Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties. 			
<ul style="list-style-type: none"> No Variance to bundles, i.e. mix & matching product bundles. Any additional services can be purchased at full Tariff Rates. Inside wiring not included but can be added for an additional one-time fee. Router not included with FUSE Dedicated T1 offer but can be added for an additional monthly fee. 						
CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ATTACHED HERETO AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY CBT. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CBT TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.						
("Customer")			Cincinnati Bell Telephone Company LLC			
Signature:			Signature:			
Printed Name: JEFF DEAN			Printed Name:			
Title: GENERAL MANAGER			Title:			
Date: 3/22/06			Date: 3/31/06			

TARIFF BRANCH
RECEIVED
7/5/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY



23 – Line Full Access Connections Service Agreement
(PRIME Advantage – FUSE Dedicated)
3-Year Agreement Required

~~\$1,350.00~~ Monthly 1090.00

- ⇒ 1 – PRIME Advantage
- ⇒ 1 – Caller ID
- ⇒ 3 – 20 DID Number Blocks 60
- ⇒ FUSE Dedicated T1 Internet Access @ 1.5Mbps
- ⇒ 23 – One Reaches
- ⇒ 25 – 49 PC hookups to the World Wide Web
- ⇒ Qualified for 5CPM CBAD Plan, or can subscribe to an Anytime Plan
- ⇒ e-Mail URL in White Pages

*Router not included with FUSE Dedicated T1 offer, but can be added Ala Carte
EUCL, USF, LNP, 911, Taxes, etc. not included
Inside wiring not included, but can be added Ala Carte*





FULL ACCESS TERMS AND CONDITIONS – PRIME Advantage/FUSE Dedicated

1. **Term.** Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Agreement shall become effective on the latter of the provisioning or in-service date ("Effective Date") and shall continue as stated on the signature page ("Term"). After expiration of the initial Term, 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 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 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.**

A. **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.

B. **Demarcation Point** - means the point of physical separation of CBT's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for FUSE Dedicated Internet Access service presented by CBT to Customer.

C. **FUSE Dedicated Internet Access** - means the engineering, configuration, installation, maintenance and repair services provided by CBT to Customer necessary to interconnect Customer's network to the FUSE Dedicated Internet Access network for passage to the Internet for data transmission.

D. **Internet** - means a Network of Global Computers as defined in 1996 running on Transmission Control Protocol (TCP), on top of Internet Protocol Version Four (IPV4).

3. **Provision Of PRIME Advantage.**

A. **Tariff Coverage.** This PRIME Advantage offering is provided pursuant to the provisions of CBT's General Exchange Tariff filed with and approved by the Public Utilities Commission of Ohio and the Public Service Commission of Kentucky. The General Exchange Tariffs are available for inspection at any CBT business office.

B. **Subsequent Customer Orders.**

B.1 Additional channels, or facilities can be added to PRIME Advantage service pursuant to the provisions of this Agreement and the CBT's General Exchange Tariff.

B.2 Additional orders can be coterminous with original expiration date. This Agreement applies to any additions matching the original expiration date. Additions with new expiration dates will require a new separate contact.

B.3 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.

C. **Upgrades.**

C.1 Customers wishing to upgrade existing analog trunk service or TRUNK Advantage to PRIME Advantage will not be charged installation for the number of existing trunks/channels that are moved to PRIME Advantage. Initial charges for facilities, features, and additional channels will still apply.

C.2 Customers wishing to upgrade existing TRUNK Advantage service to PRIME Advantage can terminate their current Agreement without penalty under the condition that a new PRIME Advantage Agreement is signed.

C.3 Customers wishing to change existing PRIME Advantage service to TRUNK Advantage service can terminate their current Agreement without penalty under the condition that a new TRUNK Advantage Agreement is signed. All installation charges for TRUNK Advantage service will apply.

D. **Miscellaneous.**

General terms and conditions for PRIME Advantage Agreements are explained in the tariff. This explanation is for clarification and situations outside of those covered by the general terms and conditions.

D.1 If tariffed rates go up before the expiration of a Customer's Agreement, the Customer will remain at the lower contracted rates until Agreement expiration.

D.2 If tariffed rates go down before the expiration of a Customer's Agreement, they will have the option to recast their Agreement for a minimum of twelve (12) months or the balance of the original Agreement Term, whichever is greater, at the new tariffed rates. This is not an automatic process, it must be Customer initiated.

D.3 If the PRIME Advantage facility is maintained, a Customer may add, delete or change channels from their existing service without a new Agreement.

D.4 If a Customer wishes to add facilities to their current service, a new Agreement should be signed. There are two (2) scenarios a Customer can choose from:

1) The new Agreement can end coterminously with the original Agreement and follow the same rate structure. If this is the case, it must be stated in the remarks section of the Agreement, and referred to the original Agreement. Be sure to state the date of expiration.

2) The new Agreement can be separate with its own expiration date and rates following the current tariffed rate structure.



D.5 If a Customer moves their business to another location within the CBT operating territory prior to the expiration of their Agreement, the Agreement will move with them. The Customer will not suffer termination penalties unless the Customer lessens the number of PRIME Advantage facilities at the new location. The Agreement will continue with the original expiration date and rate structure. The Customer will be subject to all normal installation and service charges associated with moving the service.

4. **Provision Of FUSE Dedicated Internet Access.**

A. CBT will provide FUSE Dedicated Internet Access service for Full Access Connection (T-1 1.5 Mbps).

B. Subject to the response time selected by the Customer pursuant to Section 6, below, CBT's provision of FUSE Dedicated Internet Access will include the maintenance and repair required to maintain the FUSE Dedicated Internet Access service in proper working order on CBT's side of the Demarcation Point.

C. FUSE Dedicated Internet Access will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair FUSE Dedicated Internet Access.

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

E. CBT will furnish Customer with a telephone number that Customer will use to report any trouble with FUSE Dedicated Internet Access.

F. Unless otherwise agreed in writing, CBT will provide FUSE Dedicated Internet Access service for TCP/IP based communication protocols for transmission across the Internet only.

5. **Rates and Other Charges.**

A. Customer shall pay CBT for the 23-Line Full Access Connections Service at the applicable monthly rate set forth on the signature/pricing page.

B. Prior to the expiration of this Agreement, Customer and CBT may elect to sign a new "Terms and Conditions" Agreement, voiding this "Terms and Conditions" Agreement, and in the event of, such election, Customer may receive the applicable term discount, subject to the following conditions:

B.1 the monthly charges will be adjusted to the then current rates, effective with the effective date of the new Agreement term;

B.2 no amounts will be credited or refunded to Customer for payments made under the previous Agreement term, but nonrecurring charges will not be reapplied; and

B.3 Customer may not elect a Agreement term that is shorter than the remainder of the current Agreement Term.

6. **FUSE Dedicated Repair / Response Time.**

CBT guarantees the availability of Customer's network through the FUSE Dedicated Internet Access network and to the Internet 99% of the time. This availability will be determined by verification that Customer's network is "reachable" 99% of the times checked from the furthest point in CBT's FUSE Dedicated Internet Access network. CBT will use its best efforts to repair any inoperable FUSE Dedicated Internet Access port within four (4) business hours after Customer has notified CBT that such port is inoperable or it has come to the attention of CBT that Customer's port is inoperable, provided however that, as used in this Agreement, "business hours" shall mean the period between 9:00 a.m. and 5:00 p.m. Monday through Saturday. If such port remains inoperable for more than eight (8) business hours after Customer has notified CBT that such port is inoperable, CBT will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional 8-hour period that the port remains inoperable. Additionally, for each 1% below the 99% stated availability, CBT will credit Customer \$100. The total amount of all credits for any one inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be CBT's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port. The above-mentioned Repair Response Time does not apply to any CBT facility outages (T1, Frame Relay Network, LAN Advantage). CBT reserves the right to perform routine maintenance with prior customer notification via the FUSE Network Operations Status page on the FUSE web site between 12:00 a.m. and 6:00 a.m. every Monday which may result in FUSE Network downtime which is not subject to the Repair Response Time.

7. **Customer's FUSE Dedicated Obligations.**

A. Customer acknowledges billing for FUSE Dedicated Internet Access service will commence when CBT's transport facility is provisioned.

B. Customer acknowledges billing for FUSE Dedicated Internet Access - Full Access, if applicable, will commence when CBT's transport facility is provisioned and facility channels are turned up for local service.

C. Customer will furnish, at its expense, such space, electrical power and environmental conditioning at Customer's premises as CBT may reasonably require in connection with performing its obligations hereunder. Customer will permit CBT reasonable access to Customer's premises, in accordance with Customer's normal security procedures, in connection with providing Service hereunder.

D. Customer will provide, install and maintain, at its expense, all equipment and facilities necessary for Full Access Connection on the Customer's side of the Demarcation Point. Customer shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with CBT's FUSE Dedicated Internet Access and conform to the Technical Reference Specifications furnished by CBT to Customer in connection with this Agreement.

E. Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI/TIA/EIA standards. Any additional equipment or facilities necessary to comply with such standards shall be furnished by Customer at its expense.



F. Without the prior written consent of CBT, Customer will not access, or attempt to access, any equipment or facilities furnished by CBT in connection with this Agreement. Customer agrees to use Internet access only for lawful purposes. Any content that CBT, in its sole discretion considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, offensive or otherwise objectionable shall entitle CBT to immediately terminate service without notice. Similarly, conduct by Customer that in CBT's sole discretion restricts or inhibits any other Internet Service Provider, subscriber, person or entity from using or enjoying FUSE or another service will not be permitted and shall entitle CBT to immediately terminate service without notice provided CBT has made best efforts to attempt to resolve issue with Customer. Examples of such conduct include, but are not limited to, sending of Unsolicited Bulk E-Mail (UCE) or "SPAM", Commercial advertisements in USENET News groups not intended for that purpose, attempts to access remote computing systems without permission, port scanning and any attempts to subvert any network security measures of FUSE or any other network. Customer will indemnify and hold harmless CBT, its officers, directors, employees and agents, from and against any loss or expense, of whatever nature, arising out of any unauthorized access to any equipment or facilities furnished by CBT in connection with this Agreement.

G. Prior to requesting repair service from CBT, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the FUSE Dedicated Internet Access 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 FUSE Dedicated Internet Access reasonably requested by CBT.

8. **Title to Equipment and Facilities.** All equipment and facilities used by CBT in providing FUSE Dedicated Internet Access hereunder will remain the sole property of CBT, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties with respect to specific equipment.
9. **Payment Terms.** Invoices for Services are due and payable in U.S. dollars within thirty (30) days of Customer's receipt of invoice (unless otherwise indicated in the Credit Requirements Supplement). Payments not received within thirty (30) days of Customer's receipt of invoice are considered past due. In addition to CBT 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; (ii) require an additional Security Deposit or other form of security; and/or (iii) take any action in connection with any other right or remedy Supplier may have under this Agreement in law or in equity. If the Customer believes they have been incorrectly billed, Customer should contact the CBT 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.

10. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof, shall be governed by the laws of the State of Ohio without regard to its principles of choice of law. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.
11. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of delivery or confirmed facsimile transmission. To be effective, Notices must be delivered to the address set forth on the signature page of this Agreement.
12. **Waiver Of Breach Or Violation Not Deemed Continuing.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
13. **Bankruptcy.** In the event of the bankruptcy or insolvency of either party or if either party shall make any assignment for the benefit of creditors or take advantage of any act or law for relief of debtors, the other party to this Agreement shall have the right to terminate this Agreement without further obligation or liability on its part.
14. **Business Relationship.** This Agreement shall not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the parties. Neither party shall have the authority to, nor shall any party attempt to, create any obligation on behalf of the other party.
15. **Binding Arbitration.** 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 resolution cannot be reached, such dispute shall be negotiated between appointed counsel or senior executives of the parties who have authority to settle the dispute. The disputing party shall give the other party written notice of the dispute and if the parties fail to resolve the dispute within thirty (30) days either party may seek arbitration. All disputes arising out of or relating to this Agreement shall be finally settled by binding arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio.
16. **Legal Construction.** In the event of any conflict between the provisions of these Terms and Conditions and the applicable Supplement, or Exhibit, the conflict shall be resolved by reference to the following order of priority of interpretation: a) Exhibit; b) Supplement; and c) Terms and Conditions. Notwithstanding the foregoing no Exhibit requiring execution shall be binding unless and until it has been duly executed.
17. **Title to Equipment and Facilities.** All equipment and facilities used by CBT in providing FUSE Dedicated Internet Access hereunder will remain the sole property of CBT, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties with respect to specific equipment.



18. **Indemnity.**

A. Each party shall indemnify, defend, release, and hold harmless the other party, their affiliates, directors, officers, employees, workers, and agents from and against any action, claim, cost damage, demand, loss, penalty, or expense including but not limited to attorneys' fees, expert witness fees, and costs (collectively "Claims") imposed upon either party by reason of damages to property or personal injuries, including death, as a result of an intentional or negligent act or omission on the part of the indemnifying party in connection with the performance of this Agreement or other activities relating to the Service, the property, or the facilities which are the subject of this Agreement. In the event a Claim relates to the negligence of both parties, the relative burden of the Claim shall be attributed equitably between the parties in accordance with the principles of comparative negligence.

B. The term "property" as used in this section shall include real, personal, tangible, and intangible property, including but not limited to, data, proprietary information, intellectual property, trademarks, copyrights, patents, and knowledge.

C. The term "personal injuries" shall also include claims of liable, slander, or invasion of privacy, arising, directly or indirectly, out of the provision of Service pursuant to this Agreement.

D. In the event any action shall be brought against the indemnified party, such party shall immediately notify the indemnifying party in writing, and the indemnifying party, upon the request of the indemnified party, shall assume the cost of the defense thereof on behalf of the indemnified party and its Affiliates and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the indemnified party or its Affiliates in connection therewith, provided that the indemnified party shall not be liable for any settlement of any such action effected without its written consent.

E. This Indemnification section shall survive termination of this Agreement, regardless of the reason for termination.

19. **No Personal Liability.** Each action or claim of any party arising under or relating to this Agreement shall be made only against the other party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such party.

20. **Authorized Use of Name.** Without the other party's prior written consent, neither party shall: (i) refer to itself as an authorized representative of the other in promotional, advertising, or other materials; or (ii) use the other party's logos, trade marks, service marks, carrier identification codes (CICs), or any variations thereof in any of its promotional, advertising, or other materials, or in any activity using or displaying the other party's name or the Service(s) to be provided hereunder. Both parties agree to change or correct at their own expense any material or activity the affected party determines to be inaccurate, misleading, or otherwise objectionable under this section. Customer is authorized to use the following statements in its sales literature: (i) "Customer utilizes the CBT network," (ii) "Customer utilizes CBT's facilities;" (iii) "CBT provides only the network facilities;" and/or (iv) CBT is our network provider."

21. **Assignment.** Neither party hereto may assign this Agreement without the express written consent of the other party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing: (i) a security interest in this Agreement may be granted by CBT to any lender to secure borrowings by CBT or any of its Affiliates; (ii) either party may assign all its rights and obligations hereunder to any Affiliate; and (iii) any subsidiary of CBT may assign any amounts due from Customer to CBT for billing purposes. Affiliate, as used herein, is defined as any entity controlled by, in control of, or under common control with the assigning party hereunder.

22. **Disclaimer Of Warranties.** Unless otherwise provided, CBT MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OF ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY CBT ARE HEREBY EXCLUDED AND DISCLAIMED. For purposes of this Section, the term "CBT" shall be deemed to include CBT, its affiliates, shareholders, directors, officers and employees, and any person or entity assisting CBT in its performance pursuant to this Agreement.

23. **Subject To Laws.** This Agreement is subject to, and Customer agrees to comply with, all applicable federal, state and local laws, and regulations, rulings, and order of governmental agencies, including but not limited to, the Communications Act of 1934, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission ("FCC"), state public utility or service commissions (PSC), and tariffs. Customer further agrees to obtain and maintain any and all required certifications, permits, licenses, approvals, or authorizations of the FCC and/or PSC and/or any governmental body, including, but not limited to regulations applying to feature group termination and Letter of Agencies ("LOAs).

24. **Force Majeure.** CBT shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to: acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock outs, or work stoppages.



25. **Limitation of Liability.**

A. CBT'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 AGREEMENT, 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. IN NO EVENT SHALL CBT BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT CBT HAS PRIOR TO SUCH TIME COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER.

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

C. The parties hereto agree that the limitations on CBT's 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.

26. **FCC Permits, Authorization And Filings.** CBT shall take all necessary and appropriate steps, as soon as possible, to procure the necessary authorizations and approvals, if any, from the FCC or any other federal or state agency required to deliver the Services hereunder to Customer. In the event that CBT cannot obtain all necessary federal, state, or local authority to provide Services hereunder, CBT shall promptly give written notice thereof to Customer and such notice shall constitute termination of this Agreement without further liability or obligation of either party.

27. **System Maintenance.** In the event CBT 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, CBT 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 CBT.

28. **Obligations Several And Not Joint.** Each party shall be responsible only for its own performance under the Agreement (including any attachments exhibits, schedules or addenda) and not for that of any other party.

29. **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".

Under federal law, Customer has a right, and CBT a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from CBT, including the amount, type, and destination of Customer's service usage hereunder; the way CBT 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 CBT sharing its CPNI with affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the Cincinnati Bell parent company as well as agents and authorized sales representatives thereof, to develop or bring 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. **Amendments / Riders.** This Agreement may only be modified or supplemented by an instrument in writing executed by each party.

31. **Events Of Default / Termination.** A "Default" shall occur if (a) Customer fails to make payment as required under this Agreement and such failure remains uncorrected for five (5) calendar days after written notice from CBT; or (b) either party fails to perform or observe any material term or obligation (other than making payment) contained in this Agreement, and any such failure remains uncorrected for thirty (30) calendar days after written notice from the non-defaulting party informing the defaulting party of such failure. If Customer uses the Services for any unlawful purpose or in any unlawful manner, CBT shall have the right to immediately suspend and/or terminate any or all Services hereunder without notice to Customer.

A. In the event of a Customer Default for any reason, unless otherwise noted herein, CBT may: (i) suspend Services to Customer; (ii) cease accepting or processing orders for Services; (iii) withhold delivery of Call Detail Records (if applicable); and/or (iv) terminate this Agreement. If a Customer Default results in service termination, without cause, prior to the expiration of the term, the Customer will pay to CBT 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 end of the Agreement Term. Customer agrees to pay CBT's reasonable expenses (including attorney and collection fees) incurred in enforcing CBT's rights in the event of a Customer default

B. If Customer removes one or more PRIME Advantage 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 Agreement Term.



C. All terminations in service will result in IP addresses assigned to customers by FUSE Dedicated Internet Access reverting back to FUSE Dedicated Internet Access.

D. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to FUSE Dedicated Internet Access 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.

E. If nonrecurring charges associated with the installation of a Service are waived and the service is then terminated prior to completion of the Agreement Term, the Customer will become liable for payment of the waived charges.

F. In the event of a CBT Default, Customer may terminate this Agreement without penalty. Customer will, however, remain liable for all charges incurred for Services provided prior to Customer's termination of this Agreement.

G. Customer may terminate this Agreement with no liability if there is more than twenty-four (24) hours of outage (contiguous or noncontiguous) within a two (2) month period. Outages during scheduled FUSE Dedicated Internet Access maintenance windows or caused by equipment or facilities not controlled by CBT are excluded. "Outage" means the inability of the Customer to communicate with or access any other Internet Service Provider, external to the FUSE network, via the IP Transmission Protocol.

Commission approval of the termination liability, as described above, is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such Agreements shall be free to pursue whatever legal remedies they may have should a dispute arise.

25. **Survival.** The covenants and agreements of Customer contained in this Agreement with respect to payment of amounts due, confidentiality, liability, and indemnification shall survive any termination of this Agreement. The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns of each party.

	3/29/06
Customer Initials	Date

