



INTEGRATED ADVANTAGE SERVICE AGREEMENT

(Pricing/Signature Page)

Customer Name Ovation Audio <i>Entertainment Solutions</i>	CINCINNATI BELL TELEPHONE COMPANY LLC ("CBT")			Contract No.			
Address 2783 Town Center Blvd	Address 201 East Fourth Street, P.O. Box 2301			Order No.			
City Crestview Hills	State Ky	Zip Code 41017	City Cincinnati	State OH	Zip Code 45201	CBT Contact Joshua Carey	
Telephone No. 859-426-5840			Telephone No. 513-397-0781			Technical Contact Scott Walsh	Telephone No. 513-397-1766
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	
Integrated Advantage Facility	WZBX4	36	1	\$750.00	\$750.00	\$0.00	
Analog Voice Pots	WZBY7	36	6	0.00	0.00	0.00	
Dedicated Fuse	WZBY9	36	1	0.00	0.00	0.00	
Adtran Equipment Description	850	36	1	0.00	0.00	0.00	
				\$	\$	\$	
Secondary Service Location Name				Subtotal		\$0.00	
Street Address				Subtotal From Attached / Additional Pages		\$0.00	
City State Zip Code				Grand Total		\$0.00	
Remarks: PDP approved for package includes ia facility, 6 line appearance, 1152 kbps fuse internet. Only feature to be provision on lines is 4 lines to include hunting, 2 lines nonhunting and caller id on all 6 lines. This customer has service with us already on 3 fbs and will migrate 3 to the IA facility as part of the service conversion.				<ul style="list-style-type: none"> In addition to the above pricing, Customers will incur all regulated charges mandated by Regulatory Commissions with jurisdiction over CBT. All prices and rates herein are exclusive of any surcharges, taxes, additional features and one-time charges. FUSE charges do not include any regulated service costs, local transport, special construction costs or associated wiring. Installation/One-time charge does not cover premise technician work outside of the hours 9 am to 5 pm. Facsimile signatures to this Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties. This Agreement shall become effective on the latter of the provisioning or service date ("Effective Date"). 			
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: Ovation Audio <i>Entertainment Solutions</i>	Cincinnati Bell Telephone Company LLC			Signature: <i>[Signature]</i>			
Signature: <i>Doug McCreight</i>	Signature: <i>[Signature]</i>			Printed Name: <i>Scott Horton</i>			
Printed Name: <i>Doug McCreight</i>	Title: <i>Dir. of Sales</i>			Date: <i>12/23/2005</i>			
Title: <i>President</i>	Date: <i>12/22/05</i>						



GENERAL TERMS & CONDITIONS

1. **Term.** Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Agreement shall become effective on the provisioning 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, 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) days period, Customer shall be deemed to accept the rate adjustment.
2. **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 CBT 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.
3. **Additional Assurances.** If at any time during the term of this Agreement there is a material and adverse change in Customer's financial condition, business prospects, or payment history, which shall be determined by CBT in its sole and absolute discretion, then CBT may demand that Customer deposit with CBT a security deposit or increase the amount of deposit (the "Security Deposit"), as the case may be, pursuant to CBT's standard terms and conditions, as security for the full and faithful performance of Customer of the terms, conditions, and covenants of this Agreement; provided, however, that in no event shall the amount of the Security Deposit ever exceed two (2) months' estimated or actual Usage Charges and other amounts payable by Customer to CBT hereunder.
4. **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 between the parties arising under this Agreement must be filed within two (2) years after the cause of the action arises.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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."

11. **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.
12. **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.
13. **Legal Construction.** In the event of any conflict between the provisions of these Terms and Conditions and the applicable Supplements, the conflict shall be resolved by reference to the following order of priority of interpretation: a) Supplement(s) Terms & Conditions and b) General Terms and Conditions.
14. **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.
15. **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.
16. **Limitation of Liability.** 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 CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, ACTUAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUES, OR LOST SAVINGS OF ANY KIND, ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER OR NOT CBT OR CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. 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.

17. **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.
18. **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 Proprietary 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.
19. **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 orders 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").
20. **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.

21. **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.
22. **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.
23. **Events Of Default.** 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.
 - In the event of a Customer Default for any reason, 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 this Agreement is terminated due to a Customer Default, such termination shall not affect or reduce Customer's minimum monthly commitments required, under this Agreement, if applicable, and all Early Termination penalties shall apply. 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
 - 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.
24. **Obligations Several And Not Joint.** Each party shall be responsible only for its own performance under the Agreement (including any supplements, attachments, exhibits, schedules or addenda) and not for that of any other party.
25. **Amendments / Riders.** This Agreement may only be modified or supplemented by an instrument in writing executed by each party.

SUPPLEMENTS

- Integrated Advantage
- FUSE Dedicated Internet Access

	10/17/05
Customer Initials	Date

DMC 12/22/05



INTEGRATED ADVANTAGE SERVICES SUPPLEMENT

A. INTEGRATED ADVANTAGE

1. Integrated AdvantageSM Service provides exchange access and special access through a 1.544 Mbps interface. Integrated Advantage is available in two versions. The first version consists of a DS1 facility and up to twenty-four 64 Kbps channels that can be used to transport local exchange service, Digital Trunk Service, Voice Grade Special Access Service, Digital Data Service and/or Frame Relay Service in any combination up to twenty four separate channels. The second version consists of a DS1 facility (Lite) and up to twelve channels which can be used to transport local exchange service, Digital Trunk Service, Voice Grade Special Access Service, Digital Data Service and/or Frame Relay Service in any combination up to twelve separate channels.
2. This service provides Customers with the ability to aggregate their voice and data services over one DS1 facility. Integrated AdvantageSM will consolidate our Customers' local voice, data, and Internet access onto one multi-purpose line.
3. This service is offered to Customers on a flat rated basis regardless of the number or types of channels used at any time.
4. Internet Access to Fuse is an additional monthly charge and provides the Customers with dedicated Internet access to the Fuse network.
5. CBT does not undertake to originate data, but offers the use of its service components, where available, to Customers for the purpose of transporting Customer originated voice and data.
6. Individual services (Frame Relay, 1FB's, Digital Data Service, Special Access Voice Grade Service and Fuse Internet Access) are also governed by the terms and conditions associated with each and are subject to the regulatory conditions per the appropriate tariff.

B. DEFINITION OF TERMS

1. Digital Data Service - A digital data channel is a channel for duplex four-wire transmission of synchronous serial data at the rate of 2.4, 4.8, 9.6, 56, or 64 kbps. The actual bit rate is a function of the Customer equipment.
2. Digital Trunk Service - Service offered using digital facilities. There are two types of digital trunks - standard and DID. Standard Channels provide the same features as analog trunks. DID trunks provide direct inward dialing service.
3. Flat Rated Channel - Channel that is assigned one rate regardless of the type of channel and the volume of traffic that passes over it.
4. Fuse Internet Access - Access to the Internet using Fuse as the Internet Service Provider. This service is available on a dial-up or dedicated basis at varying bandwidths.
5. Local Exchange Service - The end user and carrier access to and usage of telephone company-provided facilities that enable Customers, over a local exchange telephone company network operated within a local service area, to originate and receive voice grade, data, or image communications and to access interexchange or other networks.
6. Measured Rate Channel - Measured rate channels are rated based on the volume of traffic that passes through the channels. This is rated on a minute of use basis.

7. Frame Relay Service - LAN Advantage Frame Relaysm Service known as Frame Relay is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of assigned virtual connections. Based on American National Standards Institute (ANSI) and International Telecommunications Union (ITU-T) standards for Frame Relay, each frame is passed to the Frame Relay network with an address that specifies the virtual connections. Frame Relay also ensures network efficiency by means of the Committed Information Rate (CIR). Frame Relay is offered at CIR options in "kilobit/second" increments up to the physical interface, or port speed. The CIR quantifies the data traffic that is guaranteed to go through the network. A CIR at port speed means that all traffic sent to the network is guaranteed to go through the network. Any traffic sent over and above the CIR is marked as Discard Eligible; this traffic will be sent through the network as space is available. CIR of 0 Kbps means that all data transmitted to the network is relying on the extra space available in the network. Because of the nature of data traffic, space will generally become available, but it may take some re-transmission over the network. Variable frame length capability is useful in communications between asynchronous Local Area Networks and for transport of synchronous data traffic. Frame Relay is capable of handling the requirements of "bursty" data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.
8. Voice Grade Special Access Service - A channel for the transmission of analog signals within an approximate bandwidth of 300 to 3000 Hz. This may include channels for use for 800 service, WATS, or other such service.

C. REGULATIONS

1. Regulations in this section are applicable to Integrated AdvantageSM and are in addition to regulations in other sections of this tariff, and the PUCO No. 3 Exchange Rate Tariff. Regulations and Rates for Digital Data Service, Voice Grade Special Access Service, and Frame Relay Service are found in Cincinnati Bell Telephone Tariff FCC No. 35, Section 7.
2. If a major outage to CBT's network occurs, including Integrated AdvantageSM service, CBT will use reasonable efforts to restore Integrated AdvantageSM 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.
3. Provision of this service or provision of any specific element associated with this tariff, is subject to the availability and operational limitations of the equipment and associated facilities.
4. No credit allowance will be made for interruptions due to the negligence and/or failure of equipment provided by the Customer or user. Furthermore, interruptions of service during any period in which CBT is not afforded access to the premises at which this service is terminated will not receive a credit allowance.



5. CBT will use its best efforts to repair any inoperable Integrated AdvantageSM channel within 4 hours after Customer has notified CBT that such channel is inoperable. If the Customer has notified CBT, CBT will credit Customer's account for an amount equal to one thirtieth (1/30) of the applicable monthly charge for the service for that date which the channel was inoperable. The same credit will apply for each additional 8-hour period that the channel remains inoperable. The total amount of all credits for any one inoperable channel will not exceed the monthly charge for the Integrated AdvantageSM Service. The credit referred to herein shall be CBT's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.
6. Minimum service period for Integrated AdvantageSM Service is twelve (12) months.
7. The minimum billing period for "month-to-month" service is twelve months.
8. Customers requesting the termination of the Integrated AdvantageSM Service prior to the end of the chosen Agreement term will be liable for a termination charge. If Customer terminates service, 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.
9. Customers wishing to add additional channel services to their already existing Integrated AdvantageSM Service may do so for a non-monthly charge of \$20 per channel pursuant to the provisions of this agreement and the Company's General Exchange Tariff. Additional orders can be coterminous with the original expiration date of the Customer's service. This signed contract applies to any additions matching the original expiration date. Additions with new and separate termination dates will require the execution of a new contract.
10. Customers wishing to remove channels from their Integrated AdvantageSM Service may do so without charge or penalty.
11. Customers wishing to increase the term of their contract may do so without penalty and will only begin to receive the new monthly rate once the new contract for longer term has been signed.
12. Commission approval of the termination liability for Integrated AdvantageSM contracts or arrangements is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.
13. Rates shown in this contract reflect the rates that are currently in effect per Exchange Rate Tariff PUCO No. 3. The rates included on the Customer's contract reflect these rates based on the quantity of service requested by the Customer. In the event that these rates increase due to a change in regulation, if the contract has been signed with these rates then those rates as quoted will remain in effect until the expiration of the contract. If the rates decrease at any time during the life of the contract, these reduced rates will be passed along to the Customer accordingly.
14. If renegotiation of this contract does not occur before expiration, this contract will continue on a month-to-month basis at the rates and conditions of that service then in effect.
15. If the customer selects to use their own equipment for the provision of this service, this equipment must be compatible with CBT's equipment and facilities and must conform to industry standards for Integrated AdvantageSM (access aggregation) service.
16. This contract may be assigned by Customer upon due written notice to CBT provided, the service is assumed exactly as provided to the previous Customer and the new Customer assumes all the obligations of the previous Customer. Such transfers are subject to a one-time nonmonthly charge per Customer as may be allowed by regulation in effect at the time of this change.
17. Integrated AdvantageSM Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its jurisdiction, advises that such service is being or may be used in violation of the law.
18. Integrated AdvantageSM Service will be available 24 hours per day, 7 days per week, except for preventive maintenance, enhancements, and/or repair. CBT reserves the right to perform these tasks as needed, during off peak hours, generally on Sundays from 12:00 a.m. to 6:00 a.m. The Customer will not be entitled to any credit pursuant to Paragraph 5 above unless Customer has previously notified CBT that the channel is inoperable.
19. The Customer agrees to comply with all of the provisions of the Exchange Rate Tariff PUCO No. 3 applicable to this service. In the event of any conflict between the provisions of this agreement and the company's applicable tariff, the provisions of the Exchange Rate Tariff PUCO No. 3 will take precedence and will be controlling.
20. Copies of all Tariffs referenced in this agreement and/or applicable to this agreement are on file with the PUCO.

D. RESPONSIBILITY OF CUSTOMER

1. Where Integrated AdvantageSM Service is available for use in connection with communications systems or equipment provided by a Customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with any services offered by CBT. Such use is subject to the further provisions that the equipment provided by the Customer or user does not endanger the safety of CBT employees or the public; damage, harm, require change in or alternation of the equipment or other services of CBT; interfere with the proper operations of CBT's equipment; or otherwise injure the public in its use of CBT services. Upon notice from CBT that the equipment provided by Customer or user is causing, or is likely to cause, such hazard or interference, the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
2. The Customer, upon request, shall furnish such information as may be required to permit CBT to design and maintain the Integrated AdvantageSM Service it offers and to assure that the service arrangement is in compliance with the regulations contained herein.
3. It shall be the responsibility of the Customer to ensure the continuing compatibility of the Customer provided equipment that is used in conjunction with the Integrated AdvantageSM service.
4. The Federal Communications Commissions' Part 68 Rules and Regulations were amended on June 30, 1987, to require registration of Customer provided equipment that is directly connected to substrate and 1.5444 Mbps digital services after that date. The equipment or system must also comply with the requirements of the Technical Reference Publication 62411.



5. The Customer shall be responsible for obtaining permission for CBT employees to enter the premises of the Customer at any reasonable hour for the purpose of installing, inspecting, repairing or upon termination of the service, removing the service components of CBT.
6. The Customer shall be responsible for the payment of a Maintenance of Service Charge for visits by a CBT employee to the Customer's premises when a service difficulty results from the use of a Customer provided terminal equipment or communications systems.
7. In the case whether the Customer is purchasing the Customer premise equipment from CBT for the purpose of supporting the Integrated AdvantageSM Service, it is the responsibility of the Customer to provide Cincinnati Bell Telephone or its agent access for the purpose of routine maintenance and repair on the equipment.
8. If the Customer has installed the Integrated AdvantageSM Service and selects not to purchase a maintenance contract on the equipment purchased from Cincinnati Bell for the purpose of supporting the Integrated AdvantageSM Service, the Customer is liable for all maintenance and repairs on the equipment.
9. Customer shall not use the Integrated AdvantageSM Service for any unlawful purpose, and shall defend, indemnify, and hold CBT, its parents and affiliates, harmless from any and all claims, including costs for reasonable attorney fees, alleging that the Customer's use of the Integrated AdvantageSM Service is or may be unlawful.

F. RESPONSIBILITY OF CBT

1. The responsibility of CBT shall be limited to furnishing network and operation of such equipment in a manner proper for such service. Subject to this responsibility, CBT shall not be responsible for the through transmission of signals generated by the Customer provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems. CBT shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a Customer or user. CBT is not responsible for adapting Integrated AdvantageSM Service to the technological requirements of any specific Customer equipment.
2. CBT shall be responsible for the timely maintenance and repair of any Customer equipment provided, sold, or otherwise distributed by CBT if the Customer purchases a maintenance contract on such equipment, provided that timely and adequate access is granted by the Customer or Customer designate to the equipment. Further obligations are outlined in the maintenance agreement contract.
3. CBT shall not be responsible to the Customer or user if changes in any of the equipment, operations or procedures of CBT used in the provision of Integrated AdvantageSM Service render any facilities provided by the Customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided CBT has met any applicable information disclosure requirements otherwise required by law.
4. CBT undertakes the responsibility to maintain and repair the service and equipment that it furnishes. Network equipment installed by CBT on the Customer's premises shall be and remain the property of CBT. The Customer or user may not rearrange, disconnect, remove, and attempt to repair, remote test or interface with any network equipment installed by CBT without prior written consent by CBT.

5. CBT, by written notice to the Customer, may immediately discontinue the furnishing of Integrated AdvantageSM Service without incurring liability upon nonpayment of any sum due to CBT or a violation of any condition governing the furnishing of service.
6. CBT has the service responsibility up to and including the demarcation point that shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations. The demarcation point will be within twelve inches of the protector or absent a protector, within twelve inches of the entry point to the Customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the demarcation point will be the most practicable minimum point of entry.

Dmc 12/22/05

	10/17/05
Customer Initials	Date



FUSE DEDICATED SERVICES SUPPLEMENT

A. GENERAL TERMS & CONDITIONS

Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms will have the following meanings for purposes of this Agreement:

1. "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.
2. "Ethernet LAN" means a type of LAN whereby a workstation on the LAN, prior to sending a message to another workstation on the LAN, "listens" to determine if any other workstation is sending a message. If the first workstation "hears" no other messages being sent, it is permitted to send a message. If two or more workstations begin sending messages simultaneously, then each workstation ceases sending the message and a pre-set, random amount of time must elapse before either workstation may attempt to send again. Ethernet LAN meets IEEE Standard 802.3 and operates at a Native Mode of 10 Mbps.
3. "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 Internet Access network for passage to the Internet for data transmission.
4. "Local Area Network (LAN)" means a network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.
5. "Native Mode" of a LAN means the operating speed of the communication on the originating or terminating LAN.
6. "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).

B. PROVISION OF FUSE INTERNET ACCESS

1. CBT will provide FUSE Dedicated Internet Access service for the following type of LAN, as specified by Customer on the attached Pricing/Signature Page: Ethernet LANs operating at a Native Mode of 10 Mbps. Other "optional" features relating to FUSE Dedicated Internet Access set forth on the attached Pricing/Signature Page are also available to Customer at rates, terms and conditions to be agreed upon.
2. Pursuant to Section C, 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
3. FUSE Dedicated Internet Access will be available 24 hours per day, 7 days per week, except as required to update, enhance, maintain and/or repair FUSE Dedicated Internet Access.

4. 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.
5. CBT will furnish Customer with a telephone number that Customer will use to report any trouble with FUSE Dedicated Internet Access.
6. 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.
7. 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 Mbps, IEEE Standard 802.3 (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).
8. FUSE Dedicated Internet Access supports the following interface for Ethernet LANs operating at a Native Mode of 10 Mbps, 10Base-T and AUI.

C. REPAIR: RESPONSE TIME

Upon signed acceptance of this "Terms and Conditions" Agreement CBT will guarantee the following response time.

1. CBT guarantees the availability of Customer's network through the Fuse 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 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 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 12:00am and 6:00am every Monday which may result in FUSE Network downtime which is not subject to the Repair Response Time agreement.

D. LIMITATIONS ON LIABILITY

1. CBT will not be responsible for damages, malfunctions or failures caused by (a) Customer's failure to follow any operation or maintenance instructions provided by CBT to Customer; (b) Customer's repair, modification to or relocation of equipment used to provide service hereunder, or attachment to such equipment of equipment not approved by CBT; and (c) abuse, misuse or negligent acts of Customer. Customer may request CBT to perform repair service for Customer in such instances on a time and materials or contract basis. Customer will not be held responsible by CBT for damages, malfunctions or failures caused by (a) CBT's failure to follow any operation or maintenance instructions provided by Customer to CBT; (b) CBT's repair, modification to or relocation of equipment used to provide service hereunder, or attachment to such equipment of equipment not approved by Customer; and (c) abuse, misuse or negligent acts of CBT.
2. At locations where Customer provides power to CBT, CBT is not responsible for out of service conditions caused by power outages.
3. 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.

E. RATES AND OTHER CHARGES

1. Customer shall pay CBT For FUSE Dedicated Internet Access service at the applicable monthly rate for the type of FUSE Dedicated Internet Access service (and any optional features for FUSE Dedicated Internet Access) selected by the Customer, as indicated on the Pricing/Signature Page. In addition, Customer shall pay to CBT the applicable per port nonrecurring charge set forth on Pricing/Signature Page. Volume and term discounts from the monthly port charges may be available to Customer as specified on Pricing/Signature Page.
2. Any term discounts will be applied before any volume discounts are applied.

3. 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.
4. Upon signed acceptance of this "Terms and Conditions" Agreement, Customer will elect an Agreement term as specified on Pricing/Signature Page. Customer may renew this Agreement at the then current rates upon expiration of the current term by giving CBT notice thereof at least thirty (30) days prior to the expiration of the current term. Upon completion of the current term, if Customer does not renew this Agreement in the manner specified above, and does not elect to discontinue Fuse Internet Access, then CBT will furnish FUSE Dedicated Internet Access service to Customer as specified in Section 1 of the Products and Services Terms and Conditions.
4. 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:
 - (a) the monthly charges will be adjusted to the then current rates, effective with the effective date of the new Agreement term;
 - (b) no amounts will be credited or refunded to Customer for payments made under the previous Agreement term, but nonrecurring charges will not be reapplied;
 - (c) Customer may not elect a Agreement term that is shorter than the remainder of the current Agreement term.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.

F. CUSTOMER'S OBLIGATIONS

1. 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.
2. 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.



3. Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth in Section B.7, above. Any additional equipment or facilities necessary to comply with such standards shall be furnished by Customer at its expense.
4. 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 Cincinnati Bell, 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. 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.
5. 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. TERM AND TERMINATION

The initial term of this Agreement shall be for such period as is set forth in Pricing/Signature Page. Such period shall begin on the date that billing for the services commences, and shall automatically renew as specified in the Products and Services terms and conditions Section 1 or until written notice of non-renewal by either party is delivered to the other party at least thirty (30) days prior to the expiration of the then current term. CBT may terminate this Agreement upon default of Customer's payment or other obligations under this Agreement. Customer will be liable for an early termination charge if Customer terminates this Agreement without cause prior to the completion of the initial term of this Agreement. 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 may terminate this Agreement with no liability if there is more than 24 hours of outage (contiguous or noncontiguous) within a two-month period. Outages during scheduled Fuse 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.

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.

Dmc *12/22/05*

	10/17/05
Customer Initials	Date





PRICING AGREEMENT

Customer K E Burgmann			Service Provider Cincinnati Bell Telephone Co. LLC ("CBT")			Agreement No. 21797		
Address 2100 Conner Drive, Suite 200			Address 201 East Fourth Street			Order No.		
			P.O. Box 2301			Service Provider Contact Erin Murphy		
City Hebron	State KY	Zip Code 41048	City Cincinnati	State OH	Zip Code 45201	Telephone No. 513-397-0320		

A. Service Pricing								
Qty	Units	Description	Term	Clauses	Per Unit Monthly	Monthly	Per Unit One-time	One-time
Street Address: 2100 Conner Drive, Suite 200, Hebron, KY 41048								
1	Each	Integrated Adv. Facility: - (8) Analog Voice POTS/IFB - WZBY7 - (16) Data Channels - WZBY9	36 Months	12	\$650.00	\$650.00	\$0.00	\$0.00
1	Each	Adtran 850 Chassis - 4640V			Waived	Waived	Waived	Waived
2	Each	Quad 2FSX - 4648V			Waived	Waived	Waived	Waived
TOTAL						\$650.00		\$0.00

- NOTES:**
- Installation charges of \$1,185.00 - Waived
 - The term "CBT" shall be deemed to be Cincinnati Bell Telephone Company LLC on behalf of its' affiliates and subsidiaries.
 - In addition to Agreement charges, Customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over CBT.
 - All prices and rates are exclusive of any surcharges and taxes.
 - The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date").
 - Installation/One-time charge does not cover premise technician work outside of the hours 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.

K E BURGSMANN			
Name of Authorized Representative (Print) <i>Michael G Green</i>	Title <i>General Manager</i>	Signature of Authorized Representative <i>[Signature]</i>	Date <i>12/2/05</i>
CINCINNATI BELL TELEPHONE COMPANY LLC			
Name of Authorized Representative (Print) <i>Michelle Hall</i>	Title <i>Sales Manager</i>	Signature of Authorized Representative <i>[Signature]</i>	Date <i>12/2/05</i>

Confidential Statement

Page 1 of 1
Date Of Print: December 2, 2005

Agreement No. 21797





Supplement

Customer (Legal Name of Company) K E Burgmann	Contract Number 21797
Cincinnati Bell Contact Erin Murphy	Date December 2, 2005

This Supplement to the Original Agreement referred to above (the "Original Agreement") between Cincinnati Bell Telephone Company LLC and/or affiliates and subsidiaries ("CBT") 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.

12. INTEGRATED ADVANTAGE - 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, 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.

B. DEFINITIONS

.1 Integrated AdvantageSM Service - Provides exchange access and special access through a 1.544 Mbps interface. Integrated Advantage is available in two versions. The first version consists of a DS1 facility and up to twenty-four 64 Kbps channels that can be used to transport local exchange service, Digital Trunk Service, Voice Grade Special Access Service, Digital Data Service and/or Frame Relay Service in any combination up to twenty four separate channels. The second version consists of a DS1 facility (Lite) and up to twelve channels which can be used to transport local exchange service, Digital Trunk Service, Voice Grade Special Access Service, Digital Data Service and/or Frame Relay Service in any combination up to twelve separate channels.

- This service provides Customers with the ability to aggregate their voice and data services over one DS1 facility. Integrated AdvantageSM will consolidate our Customers' local voice, data, and Internet access onto one multi-purpose line.
- This service is offered to Customers on a flat rated basis regardless of the number or types of channels used at any time.
- Internet Access to Fuse is an additional monthly charge and provides the Customers with dedicated Internet access to the Fuse network.
- CBT does not undertake to originate data, but offers the use of its service components, where available, to Customers for the purpose of transporting Customer originated voice and data.
- Individual services (Frame Relay, 1FB's, Digital Data Service, Special Access Voice Grade Service and Fuse Internet Access) are also governed by the terms and conditions associated with each and are subject to the regulatory conditions per the appropriate tariff.

.2 Digital Data Service - A digital data channel is a channel for duplex four-wire transmission of synchronous serial data at the rate of 2.4, 4.8, 9.6, 56, or 64 kbps. The actual bit rate is a function of the Customer equipment.



.3 Digital Trunk Service - Service offered using digital facilities. There are two types of digital trunks – standard and DID. Standard Channels provide the same features as analog trunks. DID trunks provide direct inward dialing service.

.4 Flat Rated Channel - Channel that is assigned one rate regardless of the type of channel and the volume of traffic that passes over it.

.5 Fuse Internet Access - Access to the Internet using Fuse as the Internet Service Provider. This service is available on a dial-up or dedicated basis at varying bandwidths.

.6 Local Exchange Service - The end user and carrier access to and usage of telephone company-provided facilities that enable Customers, over a local exchange telephone company network operated within a local service area, to originate and receive voice grade, data, or image communications and to access interexchange or other networks.

.7 Measured Rate Channel - Measured rate channels are rated based on the volume of traffic that passes through the channels. This is rated on a minute of use basis.

.8 Frame Relay Service - LAN Advantage Frame Relaysm Service known as Frame Relay is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of assigned virtual connections. Based on American National Standards Institute (ANSI) and International Telecommunications Union (ITU-T) standards for Frame Relay, each frame is passed to the Frame Relay network with an address that specifies the virtual connections. Frame Relay also ensures network efficiency by means of the Committed Information Rate (CIR). Frame Relay is offered at CIR options in “kilobit/second” increments up to the physical interface, or port speed. The CIR quantifies the data traffic that is guaranteed to go through the network. A CIR at port speed means that all traffic sent to the network is guaranteed to go through the network. Any traffic sent over and above the CIR is marked as Discard Eligible; this traffic will be sent through the network as space is available. CIR of 0 Kbps means that all data transmitted to the network is relying on the extra space available in the network. Because of the nature of data traffic, space will generally become available, but it may take some re-transmission over the network. Variable frame length capability is useful in communications between asynchronous Local Area Networks and for transport of synchronous data traffic. Frame Relay is capable of handling the requirements of “bursty” data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.

.9 Voice Grade Special Access Service - A channel for the transmission of analog signals within an approximate bandwidth of 300 to 3000 Hz. This may include channels for use for 800 service, WATS, or other such service.

C. SERVICES AND RATES

.1 Integrated AdvantageSM service will be provided as specified on the attached Pricing Agreement.

.2 Minimum service period for Integrated AdvantageSM service is twelve (12) months.

.3 The minimum billing period for “month-to-month” service is twelve (12) months.

.4 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.

.5 Customers wishing to add additional channel services to their already existing Integrated AdvantageSM service may do so for a non-monthly charge of \$20 per channel pursuant to the provisions of this Agreement and the Company’s General Exchange Tariff. Additional orders can be coterminous with the original expiration date of the Customer’s service. This signed contract applies to any additions matching the original expiration date. Additions with new and separate termination dates will require the execution of a new contract.

.6 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Integrated AdvantageSM 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.

.7 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 Integrated AdvantageSM service.

.8 Customers wishing to increase the term of their contract may do so without penalty and will only begin to receive the new monthly rate once the new contract for longer term has been signed.



D. REGULATIONS

- .1 Regulations in this section are applicable to Integrated AdvantageSM and are in addition to regulations in other sections of this tariff, and the PUCO No. 3 Exchange Rate Tariff. Regulations and Rates for Digital Data Service, Voice Grade Special Access Service, and Frame Relay Service are found in CBT Tariff FCC No. 35, Section 7.
- .2 If a major outage to CBT's network occurs, including Integrated AdvantageSM service, CBT will use reasonable efforts to restore Integrated AdvantageSM 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.
- .3 Provision of this service or provision of any specific element associated with this tariff, is subject to the availability and operational limitations of the equipment and associated facilities.
- .4 No credit allowance will be made for interruptions due to the negligence and/or failure of equipment provided by the Customer or user. Furthermore, interruptions of service during any period in which CBT is not afforded access to the premises at which this service is terminated will not receive a credit allowance.
- .5 CBT will use its best efforts to repair any inoperable Integrated AdvantageSM channel within 4 hours after Customer has notified CBT that such channel is inoperable. If the Customer has notified CBT, CBT will credit Customer's account for an amount equal to one thirtieth (1/30) of the applicable monthly charge for the service for that date which the channel was inoperable. The same credit will apply for each additional eight (8) hour period that the channel remains inoperable. The total amount of all credits for any one inoperable channel will not exceed the monthly charge for the Integrated AdvantageSM service. The credit referred to herein shall be CBT's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.
- .6 If the Customer selects to use their own equipment for the provision of this service, this equipment must be compatible with CBT's equipment and facilities and must conform to industry standards for Integrated AdvantageSM (access aggregation) service.
- .7 Integrated AdvantageSM Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its jurisdiction, advises that such service is being or may be used in violation of the law.
- .8 Integrated AdvantageSM Service will be available 24 hours per day, 7 days per week, except for preventive maintenance, enhancements, and/or repair. CBT reserves the right to perform these tasks as needed, during off peak hours, generally on Sundays from 12:00 a.m. to 6:00 a.m. The Customer will not be entitled to any credit pursuant to Paragraph 5 above unless Customer has previously notified CBT that the channel is inoperable.
- .9 The Customer agrees to comply with all of the provisions of the Exchange Rate Tariff PUCO No. 3 applicable to this service. In the event of any conflict between the provisions of this Agreement and the company's applicable tariff, the provisions of the Exchange Rate Tariff PUCO No. 3 will take precedence and will be controlling.
- .10 Copies of all Tariffs referenced in this Agreement and/or applicable to this Agreement are on file with the PUCO.

E. RESPONSIBILITY OF CUSTOMER

- .1 Where Integrated AdvantageSM service is available for use in connection with communications systems or equipment provided by a Customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with any services offered by CBT. Such use is subject to the further provisions that the equipment provided by the Customer or user does not endanger the safety of CBT employees or the public; damage, harm, require change in or alternation of the equipment or other services of CBT; interfere with the proper operations of CBT's equipment; or otherwise injure the public in its use of CBT services. Upon notice from CBT that the equipment provided by Customer or user is causing, or is likely to cause, such hazard or interference, the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- .2 The Customer, upon request, shall furnish such information as may be required to permit CBT to design and maintain the Integrated AdvantageSM service it offers and to assure that the service arrangement is in compliance with the regulations contained herein.
- .3 It shall be the responsibility of the Customer to ensure the continuing compatibility of the Customer provided equipment that is used in conjunction with the Integrated AdvantageSM service.



.4 The Federal Communications Commissions' Part 68 Rules and Regulations were amended on June 30, 1987, to require registration of Customer provided equipment that is directly connected to substrate and 1.5444 Mbps digital services after that date. The equipment or system must also comply with the requirements of the Technical Reference Publication 62411.

.5 The Customer shall be responsible for obtaining permission for CBT employees to enter the premises of the Customer at any reasonable hour for the purpose of installing, inspecting, repairing or upon termination of the service, removing the service components of CBT.

.6 The Customer shall be responsible for the payment of a Maintenance of Service Charge for visits by a CBT employee to the Customer's premises when a service difficulty results from the use of a Customer provided terminal equipment or communications systems.

.7 In the case whether the Customer is purchasing the Customer premise equipment from CBT for the purpose of supporting the Integrated AdvantageSM service, it is the responsibility of the Customer to provide Cincinnati Bell Telephone or its agent access for the purpose of routine maintenance and repair on the equipment.

.8 If the Customer has installed the Integrated AdvantageSM service and selects not to purchase a maintenance contract on the equipment purchased from Cincinnati Bell for the purpose of supporting the Integrated AdvantageSM Service, the Customer is liable for all maintenance and repairs on the equipment.

.9 Customer shall not use the Integrated AdvantageSM service for any unlawful purpose, and shall defend, indemnify, and hold CBT, its parents and affiliates, harmless from any and all claims, including costs for reasonable attorney fees, alleging that the Customer's use of the Integrated AdvantageSM service is or may be unlawful.

F. RESPONSIBILITY OF CBT

.1 The responsibility of CBT shall be limited to furnishing network and operation of such equipment in a manner proper for such service. Subject to this responsibility, CBT shall not be responsible for the through transmission of signals generated by the Customer provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems. CBT shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a Customer or user. CBT is not responsible for adapting Integrated AdvantageSM service to the technological requirements of any specific Customer equipment.

.2 CBT shall be responsible for the timely maintenance and repair of any Customer equipment provided, sold, or otherwise distributed by CBT if the Customer purchases a maintenance contract on such equipment, provided that timely and adequate access is granted by the Customer or Customer designate to the equipment. Further obligations are outlined in the maintenance Agreement contract.

.3 CBT shall not be responsible to the Customer or user if changes in any of the equipment, operations or procedures of CBT used in the provision of Integrated AdvantageSM service render any facilities provided by the Customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided CBT has met any applicable information disclosure requirements otherwise required by law.

.4 CBT undertakes the responsibility to maintain and repair the service and equipment that it furnishes. Network equipment installed by CBT on the Customer's premises shall be and remain the property of CBT. The Customer or user may not rearrange, disconnect, remove, and attempt to repair, remote test or interface with any network equipment installed by CBT without prior written consent by CBT.

.5 CBT, by written notice to the Customer, may immediately discontinue the furnishing of Integrated AdvantageSM service without incurring liability upon nonpayment of any sum due to CBT or a violation of any condition governing the furnishing of service.

.6 CBT has the service responsibility up to and including the demarcation point that shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations. The demarcation point will be within twelve inches of the protector or absent a protector, within twelve inches of the entry point to the Customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the demarcation point will be the most practicable minimum point of entry.



G. **TERMINATION CHARGES**

.1 In the event that Integrated AdvantageSM service (i.e. facility) 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. Notwithstanding the foregoing, Customers wishing to remove channels from their Integrated AdvantageSM service may do so without charge or penalty.

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

.3 Commission approval of the termination liability for Integrated AdvantageSM agreements or arrangements is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

M66	12/2/05
Customer Initial	Date

MP





Pricing Agreement

Customer Southern Graphic Systems			Service Provider Cincinnati Bell			Agreement No. 21327		
Address 7435 Empire Drive			Address 201 East Fourth Street			Order No.		
			PO Box 2301			Service Provider Contact Dan Rosenthal		
City	State	Zip Code	City	State	Zip Code	Telephone No.		
Florence	KY	41042	Cincinnati	OH	45201	5133977945		

A. Service Pricing								
Qty	Units	Description	Term	Clauses	Per Unit Monthly	Monthly	Per Unit One-time	One-time
Service Address: 7435 Empire Dr Florence KY								
2	Each	PRI Facility	36 Months	41	462.60	925.20	0.00	0.00
46	Each	Two Way/DID Channels	36 Months		9.51	437.46	0.00	0.00
9	Each	DID 20# Blocks	36 Months		4.15	37.35	0.00	0.00
2	Each	Caller ID	36 Months		0.00	0.00	0.00	0.00
Total						1,400.01		0.00

Confidential Statement

DATE OF PRINT: August 17, 2005

Contract #: 21327

Page 1 of 2





Pricing Agreement

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

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

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

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

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

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

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
Dave Atherton	Dir. of Procurement	Dave Atherton	9/19/05
CINCINNATI BELL			
Name of Authorized Representative (Print)	Title	Signature of Authorized Representative	Date
Terri Hemmer	Sales Mgr	Terri Hemmer	9/21/05





Supplement

Customer (Legal Name of Company) Southern Graphic Systems	Agreement Number 21327
Cincinnati Bell Contact Dan Rosenthal	Date August 24, 2005

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

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

The parties hereby covenant and agree as follows:

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

41. TERMS AND CONDITIONS

A. TERM

After expiration of the initial term as stated on the Pricing Agreement sheet, this Agreement shall be automatically changed to month-to-month service, subject to the then current month-to-month service rates and the 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.

B. DEFINITIONS

Prime Advantage -- is a high-speed, high-capacity switched digital interface carrying 24 channels between customer's premise (ISDN compatible PBX, router, bridge, computer interface or other CPE) and a CBT central office. Each Prime Advantage facility consists of up to 23 bearer channels (B channels) for circuit-switched voice, video and data, and a separate delta channel (D channel) dedicated to perform monitoring and signaling for the B channels.

C. SERVICES AND RATES

- .1 Prime Advantage service will be provided as specified on the attached Pricing Agreement.
- .2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Prime Advantage prior to completion thereof, Customer will reimburse CBT for the actual expenses incurred by CBT in connection with such modification prior to CBT's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- .3 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on CBT's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- .4 Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. CBT shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Prime Advantage service.

D. TERMINATION CHARGES

- .1 In the event that Prime Advantage service (which includes the facility, channels and optional features) under this Agreement is terminated by Customer for convenience or for reasons other than CBT's breach of this Agreement prior to the expiration of the Term, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the Term.
- .2 If Customer removes one or more facility(s), channel(s) and/or optional feature(s) from

DATE OF PRINT: August 24, 2005 Contract #





Supplement

Customer (Legal Name of Company) Southern Graphic Systems	Agreement Number 21327
Cincinnati Bell Contact Dan Rosenthal	Date August 24, 2005

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

.3 If nonrecurring charges associated with the installation of Prime Advantage service are waived and the Prime Advantage service is then terminated prior to the expiration of the Term, the customer will become liable for payment of the waived charges.

Customer Initials	Date
	9/19/05

DATE OF PRINT: August 24, 2005

Contract #

2 of 2

