

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-58

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE AN AGREEMENT FOR TELEPHONE AND INTERNET
SERIVICES WITH CINCINNATI BELL TELEPHONE COMPANY, LLC, AND
DECLARING AN EMERGENCY

WHEREAS, Cincinnati Bell Telephone Company, LLC ("Cincinnati Bell") is the current provider of telephone and internet services for the Village of South Lebanon, and,

WHEREAS, Village staff requested a proposal from Cincinnati Bell for additional service for the new Village Administration Building, currently under construction, located at 10 N. High Street; and,

WHEREAS, Cincinnati Bell's proposal was the best and lowest proposal; and,

WHEREAS, the Village desires to enter into an agreement for Telephone and Internet Service with Cincinnati Bell; and,

WHEREAS, immediate action is required to provide adequate telephone and internet service to the Village, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the agreement with Cincinnati Bell Telephone Company, LLC, a copy of which is attached hereto.

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

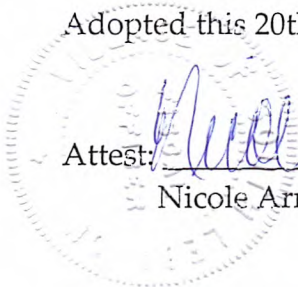
Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of

the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 20th day of September, 2018.



Attest: Nicole Armstrong James D. Smith
Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: <u>9/20/2018</u> (if applicable)	Effective Date - 07/15/2018
Vote - <u>5</u> Yeas <u>1-abstain</u> ___ Nays	
First Reading - / /2018	Effective Date - / /2018
Second Reading - / /2018	
Third Reading - / /2018	
Vote - ___ Yeas ___ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: [Signature]
Date: 9/20/18

SERVICES AGREEMENT

Agreement Number: 01351634

Customer Village Of South Lebanon			Service Provider Cincinnati Bell Telephone Company LLC ("Cincinnati Bell")		
Address 10 N High St			Address 221 East Fourth Street P.O. Box 2301		
City South Lebanon	State OH	Zip Code 45065	City Cincinnati	State OH	Zip Code 45201

THIS CINCINNATI BELL SERVICES AGREEMENT IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AND APPLICABLE SERVICES SUPPLEMENTS ATTACHED HERETO (COLLECTIVELY "TERMS AND CONDITIONS"). CINCINNATI BELL'S STANDARD TERMS AND CONDITIONS AND SUPPLEMENTS ARE AVAILABLE AT WWW.CINCINNATIBELL.COM/BUSINESS/LEGAL. BY EXECUTING THIS CINCINNATI BELL SERVICES AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.

NOTES:

- The term "Cincinnati Bell" shall be deemed to mean the Service Provider on behalf of itself and its' affiliates.
- The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date").
- In addition to the Services Agreement charges, Customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over Cincinnati Bell. ADSL, Dedicated FUSE Internet Access, Evantage and Emerge services are not subject to Regulatory Commission jurisdiction.
- All prices and rates are exclusive of any surcharges and taxes.
- Installation/One-time charge does not cover premise technician work outside of the hours of 8 a.m. to 5 p.m.
- The service products, prices and terms identified on this Services Agreement constitutes Cincinnati Bell's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate above, Cincinnati Bell reserves the right to rescind this offer at any time, at its' sole discretion.
- Facsimile signatures to this Services Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties.

Village Of South Lebanon

CINCINNATI BELL

Signature of Authorized Representative:

Signature of Authorized Representative:

James D. Smith

DocuSigned by:
Joe Ropp

Printed Name: James D. Smith

Printed Name: Joe Ropp

Title: Mayor

Title: Sales Manager

Date: 9/20/18

Date: 9/28/2018

SERVICE PRICING

ID	Service	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1	Village Of South Lebanon, 10 N High St Unit 1, SOUTH LEBANON, OH 45065USA					
1.1	Product: Hosted UC Order Type: Acquisition - New Contract Term: 60 months					
1.1.1	SD-WAN / Network as a Service (NaaS)	1	\$0	\$0	\$0.00	\$0.00
1.1.2	Polycom VVX 411 IP Phone Rental	20	\$7	\$0	\$140.00	\$0.00
1.1.3	User Profile	20	\$11	\$0	\$220.00	\$0.00
1.1.4	Standard 1,500 free minutes with \$0.03/min overage	1	\$0	\$0	\$0.00	\$0.00
1.1.5	Virtual Assistant Install	1	\$0	\$250	\$0.00	\$250.00
1.1.6	Onsite Training	1	\$0	\$850	\$0.00	\$850.00
1.2	Product: SD-WAN Order Type: Acquisition - New Contract Term: 60 months					
1.2.1	MS-120 48-Port Full Power	1	\$119.99	\$0	\$119.99	\$0.00
1.2.2	SD-WAN 10mbps Edge	1	\$99	\$0	\$99.00	\$0.00
1.2.3	SD-WAN Installation Charge	1	\$0	\$349.99	\$0.00	\$349.99
1.2.4	NaaS MX65 Edge Only	1	\$199.99	\$0	\$199.99	\$0.00
1.2.5	NaaS MR42 Wireless Access Point	4	\$34.99	\$0	\$139.96	\$0.00
1.3	Product: Fioptics Order Type: Acquisition - New Contract Term: 60 months					
1.3.1	Fioptics HSI - 200Mb/75Mb	1	\$49.99	\$49.99	\$49.99	\$49.99
1.3.2	5 Static IP	1	\$40	\$0	\$40.00	\$0.00

Total Monthly Recurring Charge	\$1008.93
Total One-Time Charge	\$1499.98

Customer Initials	Date
JPS	9/20/18

FIOPTICS HIGH SPEED INTERNET - TERMS AND CONDITIONS SUPPLEMENT

1. TERM.

1.1. After expiration of the Initial Term as stated on the Services Agreement, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods ("Renewal Term") unless either Party terminates this Agreement by providing thirty (30) days advance written notice of termination to the other Party prior to the expiration of the then-current Term. Hereinafter "Term" shall mean collectively Initial and/or Renewal 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 notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

2. DEFINITIONS

2.1. Fioptics High Speed Internet Service - the Cincinnati Bell brand name for High Speed Internet Service using fiber. It includes FUSE as the ISP and one Dynamic IP address. Fioptics High Speed Internet Service is available in various speeds. (1) Static IP address or (5) Static IP addresses can be purchased for an additional monthly fee.

3. SERVICES AND RATES.

3.1. Fioptics High Speed Internet service will be provided as specified on the attached Services Agreement.

3.2. If Customer cancels, in whole or in part, any requested installation, addition, rearrangement, relocation or other modification to Internet service prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell'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.

3.3. Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

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

4. BILLING.

4.1. Customer agrees to timely pay all monthly bills. Any amount outstanding after the due date on the Customer bill shall be deemed a "past due balance". In the event of a disagreement about a Customer bill, Customer may contact Cincinnati Bell Customer Care at 513-566-5050. Customer satisfaction is of the utmost importance to Cincinnati Bell, and it is our policy to fully investigate and resolve, to our satisfaction, all customer billing disagreements lodged within 60 days of the original due date.

4.2. Late payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of \$8.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles.

5. COMPUTER / EQUIPMENT REQUIREMENTS.

5.1. In order to receive Fioptics High Speed Internet Service, Customer must have minimum computer requirements. Current information can be found on the cincinnati-bell.com website or through a Cincinnati Bell sales representative.

5.2. The following equipment must be used in order to receive Fioptics: (1) Fioptics Modem (provided by Cincinnati Bell); and if needed: (2) telephone line microfilters (provided by Cincinnati Bell). Customer agrees that all of the Equipment listed belongs to Cincinnati Bell. Cincinnati Bell grants the Customer a non-exclusive, non-transferable limited license to use the Equipment to access Cincinnati Bell's network only for use in connecting from authorized locations in accordance with this Agreement. Loss, theft or physical damage to the Equipment is the Customer's responsibility.

6. ACCESS TO FIOPTICS EQUIPMENT, SOFTWARE AND/OR FACILITIES.

6.1. 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 Cincinnati Bell or any other network shall entitle Cincinnati Bell to immediately terminate services without notice.

7. NETWORKING.

7.1. Due to the ever-growing complexity of networked computers, the Cincinnati Bell 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 Cincinnati Bell Helpdesk technician will ask the Customer to disconnect their networked equipment from the Cincinnati Bell equipment, and directly connect the Cincinnati Bell hardware to one Windows based or Macintosh PC. Doing so will help the technician diagnose issues with the Cincinnati Bell equipment at the customer's premise(s). Failure to comply with the Cincinnati Bell technician's request in this matter will release Cincinnati Bell's responsibility for further diagnosis.

8. Service Speed

8.1 ZoomTown and Fioptics Services come in a variety of speeds. The availability of some service speeds may depend on the location of facilities in your neighborhood and on your street. Not all service speeds are available in all areas.

8.2 Cincinnati Bell does not guarantee that the Service, Equipment, or other equipment authorized by Cincinnati Bell for use in connection with the Service will perform at a particular speed, bandwidth, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, disabling code or conditions, or the like. The speed measurement advertised by Cincinnati Bell refers to the Internet access speed provisioned to a subscriber on a per-line and not a per-device basis.

8.3. The actual speed realized by the subscriber may vary based on a variety of factors including, but not limited to: the capabilities or limitations of the customer's computer, network, or other device; the number of computers or other devices in use in the customer's home network; concurrent use of Internet access and a TV video on demand service, which consumes Internet access bandwidth; the means of connecting to the Cincinnati Bell network (e.g., the condition of the home's inside wiring or the type and condition of WiFi router); the distance of the home from the Cincinnati Bell broadband network aggregation point or the type of Cincinnati Bell network facilities present in a given location; network congestion; and the performance of the content and application providers the consumer is accessing, as well as the performance of their respective host network(s).

9. WARRANTIES.

9.1. The manufacturers warrant the Fioptics modem and Telephone Line Microfilters 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.

10. ACCEPTABLE USE.

10.1. If Cincinnati Bell 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, Cincinnati Bell 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 the Customer, the Customer's own customers, or generally made available through the 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 the Customer Account and/or made available on or through the Customer's website or any of Customer's own customer's websites.

11. COMPLIANCE WITH DIGITAL MILLENNIUM COPYRIGHT ACT.

11.1. Customer agrees to fully comply with all provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") and to fully cooperate with Cincinnati Bell in its efforts to comply with the DMCA. Cincinnati Bell may investigate any reported violation of its policies or complaints of infringement relating to Customer's use of the service and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of Customer's Account and access to the Service. In the event that Customer believes that any third party has infringed on any copyrighted material of theirs, Customer shall provide Cincinnati Bell with notice in compliance with the provisions of the DMCA. Furthermore, Customer agrees that Cincinnati Bell shall have no liability until such time as such notice has been actually received. If Cincinnati Bell receives a valid notice that Customer's use constitutes alleged infringement, Cincinnati Bell will take action consistent with the requirements of the DCMA, including but not limited to terminating Customer's Account and access to the Service. See http://www.cincinnatiBell.com/customer_support/policies/dmca/ for more details.

12. TERMINATION CHARGES.

12.1. In the event that Fioptics High Speed Internet Service under this Agreement is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current 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 then-current Term.

12.2. All terminations in Fioptics High Speed Internet Service will result in IP addresses assigned to Customer(s) reverting back to Cincinnati Bell.

SITE READINESS ACKNOWLEDGEMENT FOR CLOUD NETWORKING SERVICES

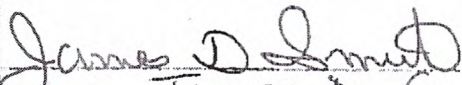
Please review Exhibit 1.1 for further details on Site Readiness Requirements or clarification on the below items.

The primary purpose of this document is to serve as a minimum set of site requirements that we expect from a Customer to perform a Network Design and installation of Cloud Networking Services, including Network as a Service and SD-WAN. This includes:

- Internet Connectivity greater than 10mbps.
- Minimum of 15A Dedicated Circuit for power to device(s).
- Cat6 or Cat5E Cabling Installed.
 - Patch Panel location must also be within a reasonable distance (3ft) from where the network device(s) will be installed.
- Storage for Cloud Networking equipment: Rack or Cabinet, Wall Mount, or Wall Rack are acceptable.
 - Rack Mount or Wall Mount equipment can be ordered with Cloud Networking equipment for an additional fee.

By confirming Site Readiness, Customer acknowledges responsibility for any associated fees as a result of any/all unprepared sites upon Cloud Networking Installation. This confirmation applies to all sites as notated in Service Pricing list beginning on Page 2 of this document, unless specifically notated below.

Acknowledgement of Site Readiness by signature confirmation:

Signature of Authorized Representative:	
	
Printed Name:	James D. Smith
Title:	MAYOR
Date:	9/20/18

Please provide Customer Technical Resource to engage for follow-up Network Design and configuration details. If using a third party IT Vendor, please provide Vendor information.

Technical Resource:	
Telephone:	
Email:	

The following sites are exempt from this acknowledgement of Site Readiness. By excluding these sites, Customer agrees to provide anticipated readiness dates.

Site Location:	Anticipated Installation Date:

SD-WAN - TERMS AND CONDITIONS SUPPLEMENT

1. TERM

1.1 During the term of the Agreement, as supplemented by these terms and conditions, Cincinnati Bell Telephone Company LLC ("Cincinnati Bell") will be the provider of the services detailed herein (the "Services" and the provision of the Service, the "Service").

1.2. Service orders under this Agreement will carry an initial term (the "Initial Term") as set forth in the Services Agreement, including in any applicable addendum.

1.3. After expiration of the initial term as stated on the Services Agreement, 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, subject to applicable law, CBTS 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. DEFINITIONS.

2.1 SD-WAN - A Software-Defined Wide Area Networking service utilizing (1) a network of gateways running proprietary gateway software deployed in the CBTS network and/or third-party data centers, (2) proprietary branch edge devices ("Edges") installed at customer premise locations, and (3) a proprietary network-connected orchestrator ("the Orchestrator") for centralized configuration, monitoring and provisioning of virtual services, and orchestration of the data flow through the cloud network.

2.2 SD-WAN Service - Consists of: (i) a subscription(s) provided by CBTS to use SD-WAN software, (ii) to use hardware products ("Equipment") provided to customer for use in connection with the SD WAN Service, and (iii) CBTS management and support of the SD-WAN network infrastructure for the Service.

3. SERVICES AND RATES

3.1 Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on CBTS's net income) imposed upon or relating to the provision or use of the SD-WAN Service.

3.2 Any other regulated services not listed herein which are provided by CBTS to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. CBTS shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the SD-WAN Service.

3.3 Customer grants to CBTS the right to provide certain network and telecommunications equipment and service at Customer's location(s).

4. CBTS GENERAL RESPONSIBILITIES & OBLIGATIONS

The SD-WAN product combines elements of managed software defined networking, wireless networking, and network security. CBTS will provide SD-WAN to a variety of customers and will customize its delivered services based on the requirements provided by each. The SD-WAN will vary based on customer engagement and will be itemized on the Services Agreement. Generally, CBTS will (a) monitor and manage network architecture, and work with customer to resolve connectivity issues as it pertains to network access; (b) manage the Service Call / Incident queue for requests, issues coordination, and communication/resolution, and follow-up on all appropriate tickets outside of accepted operating levels; and, (c) assign qualified resource(s) (e.g., having technical, process, and/or management experience) to perform the SD-WAN services.

4.1 Managed Network Service

CBTS will provide management for the customer network that consists of the CPE leased to the customer. The following RACI chart outlines the roles and responsibilities for common network management activities:

	Customer	CBTS
Monitor CPE Equipment (24x7)	I	R, A
Collecting network metrics	I	R, A
Reporting on overall performance	I	R, A
Completing network MAC requests, work requiring less than 30 minutes of work to complete	I	R, A
Completing network project requests, work requiring greater than 60 minutes of work to complete	R, A	C
Software/firmware upgrades and updates	I	R, A
In-life support, tier 1 through tier 4 support	I	R, A
Site cabling	R, A	C, I
Management and/or monitoring of customer-owned CPE (equipment not part of the SD-WAN product)	R, A	I

(Note: "R" means responsible, "A" means accountable, "C" means consulted, and "I" means informed.)

CBTS and/or a third party contractor selected by CBTS will install the leased CPE at customer locations. If unable to install due to incorrect reporting of site viability, CBTS and/or a third party contractor selected by CBTS will perform a Site Survey while at the Customer locations. It is the Customer's responsibility to correctly and accurately submit information to CBTS as requested to verify site readiness. If a Site Survey is required a charge of no less than \$349.99 will be applied to the first customer bill.

It is CBTS's responsibility to make normal network management move, add, change (MAC) request changes. These changes are classified as those that take less than 30 minutes of work duration to complete. Work requiring greater effort than this are classified as Projects and are out of scope of the Managed Network Service. This work can still be completed by CBTS but will require a separate Statement of Work and will be billable work as a separate project.

Monitoring of the leased equipment will take place 24 hours a day, 7 days a week. In the case of Network Outage the Mean Time to Repair shall be 4 hours. No SLA is provided for availability.

4.2 Wireless Networking

CBTS will provide wireless networking management for the customer network that consists of the CPE leased to the customer. The following RACI chart outlines the roles and responsibilities for common network management activities:

	Customer	CBTS
Provide location information for site survey	A	R
Provide site survey information	A	R
Basic configuration	A, I	R
Configuration changes	A	R
WPA2 configuration for WLANs	A	R
Rate limit configuration	A	R
Client device settings	R, A	
Configure and monitor customer owned SD-WAN network equipment	R, A	I
WLAN configuration	R, A	I

4.3 Software Defined Networking

CBTS will provide network security services for the customer network that consists of the CPE leased to the customer. The following RACI chart outlines the roles and responsibilities for common network management activities:

	Customer	CBTS
Network Design Specifications (Equipment not a part of the SD-WAN product)	R, A	C, I
Firewall Service Requirements (On-Site services not a part of the SD-WAN product)	R, A	C, I
Network Design Specifications (SD-WAN Equipment)	, I	R, A
LAN Configuration	, I	R, A
Firewall Security Configuration	, I	R, A
Business Policy Configuration (SD-WAN Services)	, I	R, A
Security Event Alerting via Email	I	R, A
Security Incident Response (above alerting via email)	R, A	
Security Incident Event Monitoring	R, A	
Security Log Management	R, A	
DMZ Configuration requiring less than 30 minutes	I, C	R, A
DMZ Configuration requiring more than 30 minutes	R, A	C
(Note: "R" means responsible, "A" means accountable, "C" means consulted, and "I" means informed.)		

5. EQUIPMENT

5.1 CBTS may provide Managed Networking Equipment in support of the provision of customer networks, and CBTS grants Customer a non-exclusive, non-transferable limited license to use the Networking equipment ("Equipment") in accordance with this Supplement. For customer owned equipment, CBTS.

5.2 Customer authorizes CBTS to provide the Equipment and agrees that the Equipment is the property of CBTS and this Supplement does not grant Customer any rights to the Equipment except as expressly set forth herein. Customer agrees to give CBTS access during regular business hours, or at any time in the event of an emergency, to service or remove the Equipment at CBTS's sole discretion. Loss, theft or physical damage to the Equipment is Customer's responsibility.

5.3 Upon termination of this Supplement by either party, Customer agrees to return Equipment in good condition, reasonable wear and tear excepted, to CBTS within thirty (30) days of disconnect date. If Equipment is not returned within thirty (30) days, Customer will be charged an "Equipment Non-Return fee", calculated as the depreciated value of all hardware related to this Supplement multiplied by the remaining tenure of this Supplement. If Customer requests CBTS to remove the Equipment, Customer will be charged an "Equipment Removal fee" based on the number of pieces of hardware to be removed and CBTS resources required for the removal. The Equipment Non-Return and Equipment Removal fees will appear on Customer's next CBTS bill.

5.4 Customer shall have no right, title or interest in or to any network address or identifier (such as IP address or host name) that CBTS uses in the course of providing Services to the Customer and CBTS may change any such address or identifier by providing notice to Customer. CBTS shall have no ownership rights in any content or data Customer transmits or stores using the Services, however Customer acknowledges that CBTS may remove content or data from the Services if required pursuant to applicable law. To the extent that the Services require CBTS to have access to Customer's intellectual property, Customer grants CBTS a royalty-free, transferable and sub-licensable license to use the Customer's intellectual property solely for the purposes of providing the Services.

6. **SUPPORT & REPAIR PROCESSES.**

6.1 Technical support for SD-WAN will be provided through the CBTS support team. This service desk is available 24/7 and provides traditional tier 1 and tier 2 service desk support. CBTS will provide engineering escalation for Tier 3 support.

6.2 Customer should contact CBTS Tech Support via 1-888-638-1699 or email CBTSServicedesk@cbts.com

7. **SERVICE MANAGEMENT.**

7.1 Monitoring

CBTS monitors all equipment associated with SD-WAN for up/down status 24/7/365. Should any equipment be considered inoperable, CBTS will open an internal repair ticket and use commercially reasonable efforts to notify Customer of such outage in a timely manner

7.2 Maintenance Window

CBTS reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 am to 6:00 am EST with the usual window beginning at 2:00 am EST Sunday. If a scheduled maintenance will affect a customer, CBTS will use reasonable efforts to notify the customer in advance.

7.3 Service Level Objectives

(A) The following table includes service level objectives (SLOs) for incident management.

Priority	Time to Respond	Time to Repair	Time to Repair - Dispatch
Priority 1	30 Minutes	6 Hours	8 hours plus travel time
Priority 2	1 Hour	48 Hours	72 hours plus travel time
Priority 3	4 Hours	5 Business Days	7 Business Days
Priority 4	1 Business Day	10 Business Days	12 Business Days

The following assumptions are used for the incident management SLOs:

- A customer-provided resource must be available immediately to CBTS and all necessary equipment must be on-site.
- Equipment must be monitored by CBTS.
- Issue is related to SD-WAN equipment and not the customer provided connectivity.

(B) Incident Priority Definitions

The following table includes definitions of the incident priority levels.

Priority	Priority Definition
Priority 1: Business Critical Incident	Any one of the criteria below with no business process work-around available: Total Outage Impacting Critical Business Function: Total outage of the service, site, or critical business application. Significant Outage Impacting Critical Business Function: More than 50% of the users of the service, site or critical business application are completely unable to utilize the service, site or critical business application. Other Outage Impacting Critical Business Function: The incident presents a high business impact for the customer as defined by the inability to perform a critical business function.
Priority 2: Urgent Incident	Any one of these criteria: Partial Outage Impacting Critical Business Function: Outage OR significant performance degradation of the service, site or critical business application impacting more than 50% of the end users who can continue to perform critical business functions, but in a severely degraded manner. Outage Impacting Non-Critical Business Functions: Other

	incidents impacting a small group of end users of the service, site or non-critical business application (10%-50% of the service's end user population).
Priority 3: Normal Incident	Performance or Efficiency Concerns: Incidents that have little or no impact on critical business functions, affecting the efficiency of the normal business operation of an individual user or less than 50% of the user community.
Priority 4: Scheduled or Out of Scope Incident	Any one of these criteria: An incident that can be handled on a scheduled basis that extends beyond normal standard service level objectives. The incident may require an extended resolution time, but does not prohibit the execution of productive work. Incidents related to non-standard or non-supported applications or hardware where there is no impact to Customer's critical business functions. All incidents requesting support outside the current contractual support hours. Customer will be charged for time and materials. Out of scope requests. Customer will be charged for time and materials OR the customer will be contacted by a sales representative and presented with an estimate. Once accepted, a mutually agreeable schedule will be developed by CBTS. CBTS will not take action, until the customer has accepted the time and materials rates or the estimate.

7.4 Service Level Agreements

The service level agreements below apply to incident management.

(A) Incident Response Time SLA

Initiation and Closure: Response Time begins when an alarm is triggered by a CBTS monitoring system, when the Customer places a telephone call to the CBTS Enterprise Network Operations Center (SUPPORT GROUP), or when the Customer creates a numbered ticket on the CBTS Service Management Portal (whichever comes first). Response time ends when the CBTS Service Management tool has issued a numbered ticket. In the event of multiple associated alarms caused by a single event at approximately the same time, Response Time for all alarms will be satisfied by the creation of the first numbered ticket in the CBTS Service Management Tool.

Measurement: Response to incidents will be measured as the percentage of all incidents based on the Response Time SLO during a given month.

Compliance Calculation: Response to Incidents will be calculated, for a given month, as:

$$\text{SERVICE LEVEL ATTAINMENT\%} = \frac{\text{TOTAL INCIDENTS MEETING SLO FOR THE MONTH PER PRIORITY LEVEL}}{\text{TOTAL INCIDENTS FOR THE MONTH PER PRIORITY LEVEL}}$$

SLA Thresholds and Default: Based on the table below, if a Service Level Attainment % drops below the minimum, then it results in one (1) Service Level Default per priority level for CBTS.

Priority Level	Minimum Service Level Attainment %
Priority 1	95%
Priority 2	90%
Priority 3	85%
Priority 4	80%

In the event that the volume of tickets during the Measurement Window is less than ten (10) tickets, the calculation described in the preceding paragraph will be modified as set forth in this paragraph to determine compliance with this SLA. In such circumstances, the

results will be reported as the absolute number of missed tickets during the Measurement Window, instead of the percent of tickets missed. Tickets will be reported in the month that they are closed in the ticketing system.

(B) Incident Repair Time SLA

Initiation and Closure: Repair Time is a measurement of the average amount of time it takes to restore a service for a given month. Repair Time begins upon ticket creation in the CBTS Service Management Tool. When service has been restored, repair time ends. The Customer will be notified by the Service Management Tool, by CBTS personnel, or they may view the status from within the CBTS Service Management Portal. The Customer has 48 hours (2 consecutive days) to validate the resolution and re-open the ticket as needed. SLA time will continue upon the re-open of the ticket. After 48 hours, the Customer will need to open a new ticket in the CBTS Service Management Tool.

Measurement: Repair Time for incidents will be measured as the percentage of all incidents based on the Repair Time SLO during a given month.

Compliance Calculation: Repair Time for Incidents will be calculated, for a given month, as:
 SERVICE LEVEL ATTAINMENT % = TOTAL INCIDENTS MEETING SLO FOR THE MONTH PER PRIORITY LEVEL / TOTAL INCIDENTS FOR THE MONTH PER PRIORITY LEVEL

(C) SLA Thresholds and Default

Based on the table below, if a Service Level Attainment % drops below the minimum, then it results in one (1) Service Level Default per priority level for CBTS.

Priority Level	Minimum Service Level Attainment % MTR
Priority 1	95%
Priority 2	90%
Priority 3	85%
Priority 4	N/A

In the event that the volume of tickets during the Measurement Window is less than ten (10) tickets, the calculation described in the preceding paragraph will be modified as set forth in this paragraph to determine compliance with this SLA. In such circumstances, the results will be reported as the absolute number of missed tickets during the Measurement Window, instead of the percent of tickets missed. Tickets will be reported in the month that they are closed in the ticketing system.

7.5 Service Level Management – Service Requests

“Service Request” is a term used to describe a request to add or modify the services outlined in this Supplement. See the current CBTS Service Request Catalog for a list of defined service requests.

Service Level Objectives

The following table includes SLOs for service requests.

Request Type	Perform Time	Perform Time - Requires Dispatch
Expedited	Begin work within 4 hours*	1 business day* + travel time
Basic	2 business day	3 business day + travel time
Routine	5 business days	5 business days
Complex	10 business days	10 business days
Project	According to PCR	According to PCR

*Expedited Fee and After-hours charges will apply.

† For examples of the request types corresponding to each service, see the CBTS Service Request Catalog.

Service Request Definitions

The following table includes definitions of the service request types.

Service Request Type	Definition
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Expedited	An Expedited Request that requires completion sooner than the standard SLO due to a pressing need such as legal, regulatory, or other business requirements. The Customer will be charged for time and materials associated with expedited requests.
Basic	Requests that CBTS and Customer pre-approve for use as a Standard Catalog Request. See the current CBTS Service Request Catalog (Requires 2 hours or less).
Routine	Requests that CBTS and Customer pre-approve for use as a Standard Catalog Request. See the current CBTS Service Request Catalog (requires 5 hours or less).
Complex	Requires less than 10 hours of work needed to plan, manage, test, and implement. Is not a standard request in the Service Request Catalog.
Project	Requires 10 or more hours and requires a change to the scope of the PRODUCT SUPPLEMENT (PGR).

Service Level Agreements level below apply to Request

The service agreements the Service process:

Service Perform Time SLA

Initiation and Closure: Perform Time is a measurement of the average amount of time it takes to complete the work required for a service request. Perform Time begins upon service request creation in the CBTS Service Management Tool. Once the service request as been completed, perform time ends. Customer will be notified by the Service Management Tool, or by CBTS personnel, or they may view the status from within the CBTS Service Management Portal. Customer has 48 hours (2 consecutive days) to validate the completion and re-open the request as needed. SLA Time will continue upon re-open of request. After 48 hours, Customer will need to open a new request in the CBTS Service Management Tool.

Measurement: Perform Time for Service Requests shall be measured as the percentage of all Service Requests based on the Perform Time SLO during a given month.

Compliance Calculation: Perform Time for Service Requests shall be calculated, for a given month, as:

$$\text{SERVICE LEVEL ATTAINMENT \%} = \frac{\text{TOTAL SERVICE REQUESTS MEETING SLO FOR THE MONTH PER CHANGE TYPE}}{\text{TOTAL SERVICE REQUESTS FOR THE MONTH PER CHANGE TYPE}}$$

SLA Thresholds and Default

Based on the table below, if a Service Level Attainment % drops below the minimum, then CBTS has created one (1) Service Level Default per Request Type.

Priority Level	Minimum Service Level Attainment % MTR
Expedited	95%
Basic	90%
Routine	85%
Complex	N/A

In the event that the volume of tickets during a given Measurement Window is less than ten (10) service requests, the calculation described in the preceding paragraph shall be modified as set forth in this paragraph to determine compliance with this Service Level, and the following targets shall apply to this Service Level. In such circumstances, the results will be reported as the absolute number of missed service requests during the Measurement Window, instead of the percent of service requests missed. Service requests will be reported in the month that they are closed in the request System.

7.6 Service Level Penalties for Failure to Perform

In the event that CBTS fails to meet the SLAs set forth in this Supplement, it will incur financial penalties and Customer will receive billing credits as set forth below.

UNLESS CBTS'S FAILURE TO MEET THE SLAs CONSTITUTES A "CRITICAL SERVICE FAILURE" (as defined in section 7.7, below), CUSTOMER'S SOLE REMEDY FOR AN SLA DEFAULT IS RECEIPT OF A BILLING CREDIT, AS DESCRIBED HEREIN.

The SLAs become applicable when a configuration item or service has completed the CBTS Service Transition process.

(A) Monthly Service Level Defaults

Service Level Defaults will be summed together for the month, and are cumulative across all services provided to the customer and across incident priority levels.

(B) Customer Credits: The Customer is entitled to a credit if CBTS has two (2) or more Service Level Defaults in any single month. Service credits will be issued by CBTS, based on the following table. In the event that CBTS defaults and is obligated to issue customer credit, CBTS will have the opportunity to earn back this credit. If the one month following the credit does not contain any Service Level Defaults, 100% of the credit will be forgiven. The credit is due to the Customer after this one month grace period.

Service Level Defaults	Customer Credit
0-1	0% of monthly service charge
2-3	5% of monthly service charge
4-5	10% of monthly service charge
6 or more	15% of monthly service charge

*Maximum cumulative penalties not to exceed 15% of the monthly service charge.

(C) Excused Performance; SLA Assumptions/Exceptions

CBTS will not be responsible for any Service Level Default and its performance shall be excused to the extent such Service Level Default is attributable to the assumptions or exceptions below:

Item	Assumption/Exception	Definitions
1	External Support Callback	Tickets assigned to GBTS, but require third party resources (not including GBTS contract work) to complete the GBTS portion of the request. This includes tickets that require the engagement of a third party vendor to make repairs (hardware, software, patches, circuits, cables, etc.) and tickets associated with Equipment that is not covered by a 24x7x365 maintenance agreement.
2	Third Party	Tickets associated with outages caused by non-affiliated third parties for whom CBTS has no control or ability to remedy.
3	Customer Callback	Tickets assigned to GBTS, but unable to contact customer in order to resolve the problem.
4	Facility Access Issue	After-Hour access issue where customer cannot control building access and entry cannot be granted through other means within the CBTS SLA window.
5	Item Return	Waiting for return of defective unit before resolving ticket.
6	Parts	Waiting on small parts not stocked.
7	Scheduled	Scheduled events at the request of any authorized customer resource or convenience that goes beyond the SLA window.

8	Facilities	Outages caused by facilities issues, power, air handlers etc. Incidents of Force Majeure.
9	Responsibilities	Any outage caused by a customer employee that has explicit responsibility; trouble tickets opened by customer by mistake.
10	Customer-Provided Maintenance	Lack of hardware and/or software maintenance after any applicable vendor warranty period expires.
11	Start-up Grace Period	SLA's will not be in effect for 45 days from an PRODUCT SUPPLEMENT effective date as a ramp-up period for operations and reporting or as mutually agreed upon between Customer and GBTS. Service will be offered on a "best-effort" basis during the ramp-up period. The above SLA's will apply only to new requests submitted into the queue after 45 days from the PRODUCT SUPPLEMENT effective date.
12	Standard Volume	SLA compliance is tied to normal volumes of requests for the services identified in an PRODUCT SUPPLEMENT. CBTS will manage the workload and staffing to accommodate shifts in demand for services identified in an PRODUCT SUPPLEMENT. However, sudden, unanticipated and significant fluctuations in workload may limit the ability to meet the demand or result in an overcapacity situation.
13	Capacity	Customer plans for all capacity upgrades. CBTS will install additional hardware capacity as it is supplied by Customer.
14	Access to systems	Customer will provide appropriate access to systems; failure to provide will suspend SLOs & SLAs
15	Customer Requested Change	Outages that are caused by customer requested changes.
16	Infringement	Infringement of third party proprietary rights by Customer, or Customer's vendors or subcontractors.
17	Illegal Conduct	Willful misconduct or violation of law by Customer, or Customer's vendors or subcontractors.
18	Force Majeure	Any Force Majeure event to the extent it impacts GBTS's ability to perform the Services

7.7 Breach of Agreement for Critical Service Failure

CBTS and Customer agree that the occurrence of a Critical Service Failure will constitute a material breach of this Supplement.

UNLESS CBTS'S FAILURE TO MEET THE SLAs CONSTITUTES A CRITICAL SERVICE FAILURE, CUSTOMER'S SOLE REMEDY FOR AN SLA DEFAULT IS RECEIPT OF A BILLING CREDIT, AS DESCRIBED HEREIN.

7.7.1 "Critical Service Failure" Defined

During the Initial Term or any Renewal Term, an accumulation of ten (10) or more Monthly Service Level Defaults on Priority 1 incidents in any period of three (3) consecutive months will result in a material breach of contract by CBTS, and Customer may pursue all rights and remedies as defined in this Supplement.

7.8 Service Management

This section includes information regarding support hours, incident management, service request management, problem management, and root cause analysis.

(A) Support Hours

Services included will be performed in accordance with the hours stated in the table below.

Item	Short Name	Definitions
1	Incident Support	Support for business impacting critical events is 24 hours per day, 7 days a week, and 365 days a year. Support for all other events. 8 a.m. to 5 p.m. EST, five days a week, excluding holidays.
2	Service Request Support	Service Requests are performed during Normal Business Hours.
3	Scheduled and Non-Business Hour Service Request	Scheduled and/or Service Request that need to be performed outside of Normal Business Hours, require additional resource planning, these request will be exempt from SLA.
4	Normal Business Hours	Defined as 8-5EST Monday through Friday, excluding holidays.
5	Holidays	New Year's Day, Martin Luther King, Jr., Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Christmas (Day After or Before)
6	Routine Maintenance Window for CBTS Multitenant Tools and Environments	Upgrades and patches to monitoring systems may be performed, if necessary, during maintenance windows on Sunday from 12:00am to 06:00am EST and Tuesday from 7 P.M. to 11 P.M. EST except for emergency repairs that cannot wait for a scheduled maintenance window.

(B) Incident Management

The following table includes definitions for incident management that will support the services outlined in this Supplement.

Item	Short Name	Definitions
	Incident Verification	The SUPPORT GROUP verifies that there is an incident and Priority Level of the incident.
	Incident Identification	The SUPPORT GROUP isolates the source of the incident and attempts to resolve it through the appropriate management tool.
	Tier 2	CBTS Tier2 technicians will work with the customer to resolve the issue.
	Tier 3	If the issue cannot be resolved by Tier 2 technicians, the ticket will be assigned to Tier 3 engineering for resolution.
	Collaborative	CBTS engineers will work with customer and SUPPORT GROUP monitoring for advanced troubleshooting and repair.

	Incident Resolution	The SUPPORT GROUP uses its best efforts to resolve the incident within the parameters of the SLA. The SUPPORT GROUP determines whether the incident can be fixed remotely or if an onsite dispatch is necessary. If it can be resolved remotely, the incident is resolved, the ticket is closed, and the client is notified.
	On-Site Incident Resolution	If the incident cannot be resolved remotely, or the device has lost total connectivity to the management station, the SUPPORT GROUP dispatches either an internal or third-party field engineer to troubleshoot the problem. The dispatched field engineer contacts the customer to gain access to their location. The SUPPORT GROUP stays in contact with the dispatched field engineer regarding the status of the repair.
	On-Site Incident Resolution Requirements	If onsite work by CBTS at Customer's site(s) is required, Customer will permit CBTS access to its facilities at all reasonable times. Customer will communicate all security and safety procedures in writing to CBTS prior to the start of such work. If escort or supervision of CBTS' personnel is required, Customer will make such arrangements so there is no delay upon CBTS' arrival at Customer's site(s). Customer is responsible for all Customer site preparation activities necessary for any onsite installation.
	Temporary Work Around	Occasionally, a workaround is implemented while a permanent fix is pursued. The SUPPORT GROUP will later replace the workaround with a permanent fix at an appropriate time.
	3 rd Party Support	If required, the SUPPORT GROUP notifies the 3 rd Party responsible for resolving the incident within 15 minutes of incident verification. Throughout the escalation process, the SUPPORT GROUP updates the customer's contact on the progress of repair as stated in the SLA.
	3 rd Party Support Requirements	Customer shall be responsible for any third-party vendor's timely performance so as not to delay GBTS' work schedule. This refers only to independent third-party arrangements for which GBTS is not an involved party.
	Incident Closure	Once the work is complete, the SUPPORT GROUP notifies the customer about resolution of the incident. The SUPPORT GROUP confirms that the incident was fixed satisfactorily.
	Customer-Provided Maintenance	In the event that GBTS does not provide maintenance or warranty for vendor hardware/software, Customer shall provide vendor hardware/software maintenance to meet appropriate service level for term of contract.
	3 rd Party Support – CBTS is Warranty Agent	CBTS will act as the authorized warranty agent with third party vendors to initiate, monitor and communicate status of cases that fall within the scope of services delivered. CBTS requires that the Customer maintains active support contracts on all hardware and software managed by CBTS. If the Customer wishes to initiate a support case where an item is not covered under a support contract, the Customer is subject to CBTS and vendor charges, as applicable, to manage and resolve the support case.

(D) Out-of-scope Items

Items below are out-of-scope. If additional services are required, please contact CBTS for assistance.

Item	Short Name	Definitions
	Chronic Incidents	Upon discovery or notification of chronic hardware or software issues in the environment that have caused a service affecting outage or more than five (5) incidents in one month, CBTS shall create a problem management ticket.
	Root Cause Analysis	CBTS will determine root cause and provide recommendation in writing for mitigation of chronic issue.
	Customer Review	Upon receipt of recommendation for mitigation. Customer shall review the recommendation and provide in writing a decision to either accept or decline recommendations.
	Customer Review – Deny	If the recommendation is declined, the device and other services impacted will be supported on a "best effort" basis until the corrective action is executed.
	Customer Review Approve	If the recommendation is accepted, all parties will determine and mutually agree to terms of execution.
	Service Level Objective	CBTS will have five business days to determine root cause and provide recommendation in writing for mitigation of chronic issue. Upon receipt of recommendation for mitigation, customer shall have five business days to review the recommendation and provide in writing a decision to either accept or decline recommendations.

(E) Service Request Management

Customer end users are not permitted to contact CBTS directly with issues or service requests. The Customer's help desk or authorized IT staff may submit service requests through the following methods:

- Email
- Telephone

8. FAILED CONNECTIVITY OR DEFAULT HARDWARE.

8.1 CBTS will make every attempt to address any reported trouble in relation to failed Equipment or Customer reported issues with connectivity to the managed network, as applicable. Non-CBTS provided Internet service failure is not within the scope of the Managed Network Service and must be resolved directly with the applicable Internet service provider. CBTS will work with a designated technical resource allocated by the customer to address any reported trouble of connectivity or device considered to be malfunctioning. End user calls from residents, students, guests or faculty are not supported by CBTS. CBTS makes no representations and assumes no liability for connectivity issues related to End User limitations, including but not limited to: connecting PC, Hardware (processor, RAM, hard drive), software applications running in the background on a device, web browser / browser plug-ins (Flash/Java), website / server limitations, or CBTS network congestion.

9. REMEDIES

9.1 If Customer is dissatisfied with the Managed Network Service or any of its terms, conditions, rules, policies, guidelines or practices, Customer's sole and exclusive remedy is to terminate this Supplement and request CBTS to remove the Equipment. Under no circumstance shall CBTS be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the: (i) installation of the Equipment and/or Fiopitics (ii) use of the Network Service or Customer's ability to use the Network Service; (iii) access to the Internet or any part thereof; (iv) Customer's reliance on or use of information, services or merchandise provided on or through the Network Service; or (v) mistakes, omissions, interruptions, deletion of files, errors, defects,

delays in operation or transmission or any failure of performance of the Network Service; (vi) the site survey process; (vii) security incidents, breaches of data, unauthorized access to the customer network, or denial of service attacks.

10. CUSTOMER OBLIGATIONS; ACCEPTABLE USE / PROHIBITED ACTIVITIES.

10.1 Prior to requesting repair service from CBTS, 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 CBTS.

10.2 When using CBTS -provided Internet access, engaging in any of the following activities is strictly prohibited: Attempting to interfere with the Internet service, including, without limitation, by way of submitting a virus to, or overloading, "flooding," "spamming," "mailbombing" or "crashing," the Internet service; and sending unsolicited e-mail, including promotions and/or advertising of products or services; infringing upon any other intellectual property rights of others or on the privacy or publicity rights of others; and sending obscene, sexually explicit, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing messages and/or postings to any other person or entity or sending messages and/or postings in violation of applicable law(s); and illegal or unauthorized access to other computers or networks; performing any type of denial of service attack; and sending viruses, trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and facilitating a violation of these Terms of Use.

11. LIMITED LIABILITY

11.1 In addition to the Limitations of Liability set forth in the MSA, the Customer agrees to hold CBTS harmless (i) in the event an unknown source originating from the Internet causes harm to the Customer or any CBTS Internet user of this SD-WAN service, (ii) in the event of harm arising from an Unknown Attack, (iii) if a user's security profile allows known harmful content to reach its private enterprise space, (iv) harm results from a device that is infected at the time the SD-WAN Service is activated, or (v) or harm resulting from an attack by an acceptably privileged insider. Notwithstanding the foregoing, CBTS shall employ its best efforts to protect the Customer's network from Unknown Attacks. As used herein, "Unknown Attack" means an attack method that has not been published by the Security Technology Industry as of the most recent update to the Customer's Edge Appliance.

12. TERMINATION CHARGES

12.1 In the event that SD-WAN Service under this Agreement is terminated by Customer for convenience or for reasons other than CBTS's breach of this Agreement prior to the expiration of the then-current Term, 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 Customer had not terminated prior to the expiration of the then-current Term. Customer may also be obligated to pay Equipment Non-Return or Equipment Removal fees and any out-of-pocket third party charges CBTS incurs as a result of the termination.

13. THIRD PARTY TERMS

13.1 To the extent that any products or Services provided under this Supplement are governed by any third party terms (e.g. an end user license agreement), then such terms shall be in addition to the terms of this Supplement and Customer shall be responsible for complying with those terms.

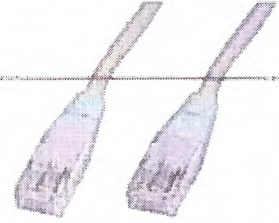
EXHIBIT 1.1. SITE READINESS REQUIRMENTS

Site Readiness:

Any and all construction at the location should be completed. The location where the equipment is to be located must be secured from public accessibility.

Internet Connectivity:

Internet connectivity needs to be installed and tested at the site prior to installation. This includes providing results from a basic speed test using <http://speedtest.cincinnati.com> or similar. Results should be provided as part of the completed checklist in the form of a screen shot from a web browser. The internet handoff is required to be an Ethernet, copper RJ45 and within 6 feet of the location of the Cloud Networking Equipment.

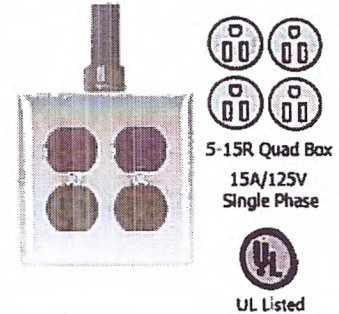


Power:

Site Power Requirements:

- Dedicated Circuit
- Surge Protection

A minimum of a 15A dedicated circuit will be required for basic installation. In addition ample surge protection will be provided whether it be building wide or direct plug in. If a direct plug in model is used it should be properly mounted and labeled. A power port must be available for each MX and MS device to be installed. The power ports cannot be further than 4 feet away from the location where the MX and MS devices will be installed.



Mounting: (Wall or Rack):

Mounting requirements:

- Structured Rack/Cabinet
- Wall board (Plywood)

A plywood wall board of adequate size should be installed at the location where the equipment is to be installed. The exception to this is when a freestanding rack or cabinet will be utilized. If a rack/cabinet is to be used then a rack shelf will need to be provided for specified models. If no rack/cabinet is used then a wall mount rack (4U preferred) must be provided.

Cabling:

Site cabling requirements:

- Cat6 or Cat5E
- Patch Panel

Whenever possible Cat6 cable will be utilized. If Cat6 is not available then a minimum of Cat5E must be installed. The patch panel terminating the cabling needs to be installed in the same rack, cabinet, or wall board that will be utilized for installation. The location also needs to be within a reasonable distance (3ft) from where the switches will be installed.



Site Access:

Site access information should be provided in advanced of the installation date. If any special requirements for access are required this information also needs to be provided in advance. This includes but not limited to:

- Non first floor install.
- Installation location has limited space to work.
- Security clearance is required in advance.
- Escorted access only.
- Ladder is required to reach equipment.

Cincinnati Bell SD-WAN Service End User Subscription Agreement

This End User Subscription Agreement ("Agreement") is made by and between Cincinnati Bell, Inc. ("Cincinnati Bell SD-WAN") or its authorized reseller (collectively referred to as "we," "us," or "our") and you, as an end user ("End User," "you," or "your") of the Cincinnati Bell SD-WAN cloud network service ("Cincinnati Bell SD-WAN Service"), and sets forth the terms and conditions under which the Cincinnati Bell SD-WAN Service will be provided to you. You will have accepted this Agreement and shall be bound by its terms if you indicate your affirmative acceptance of such terms, either by acknowledgement in a writing (including by incorporation by reference) or by electronic "click through" as may be required for use of the Cincinnati Bell SD-WAN Service.

1. Entire Agreement.

This Agreement, together with all ordering documents referencing this Agreement and entered into and validly executed between us and you (each, a "Purchase Order"), and any other documents incorporated herein, constitute the entire agreement between us and you relating to your purchase of subscription(s) to use the Cincinnati Bell SD-WAN Service and to use Cincinnati Bell's hardware products ("Equipment") provided to you for use in connection with the Cincinnati Bell SD-WAN Service (together, the "Service"); provided that no conflicting terms or conditions set forth on any Purchase Order or other ordering document (to which notice of objection is hereby given), or in any future correspondence between us and you, shall alter or supplement this Agreement unless Cincinnati Bell agrees in writing to such terms. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose. This Agreement may only be amended or modified by a writing signed by both parties.

2. Delivery, Subscription Start Date.

All deliveries of Equipment are FCA our facility. Delivery dates are estimates only and are not of the essence. The start date of your subscription to the Cincinnati Bell SD-WAN Service shall be the earlier of (i) the date of your activation of the Cincinnati Bell SD-WAN Service, and (ii) the date that is 30 days after the date of shipment by Cincinnati Bell of the Equipment associated with the subscription.

3. Invoicing, Payments and Taxes.

You agree to pay the prices for the Service as set forth in the Purchase Order, together with shipping charges (if applicable) and any taxes, duties, excises and other charges, including VAT, due in connection with the sale, installation, provisioning or use of the Service. Payment is due thirty (30) days from the date of the invoice. All payments are to be made in U.S. dollars. In the event of late payment, we may charge you interest on the unpaid amount at the rate of 1.5% per month or the maximum amount permitted under applicable law, whichever is less; and you agree to pay our collection costs and expenses, including reasonable attorney fees.

4. Cancellation Policy.

ALL EXECUTED PURCHASE ORDERS ARE NON-CANCELLABLE AND ALL AMOUNTS PAID ARE NONREFUNDABLE.

5. Use of Service and Equipment.

You agree to abide by any terms of use for the Cincinnati Bell SD-WAN Service published by Cincinnati Bell. You may install and use the Equipment solely for the purposes of accessing and using the Cincinnati Bell SD-WAN Service during the subscription period purchased by you. You agree not to disable or defeat any capacity-limiting feature of the Equipment, or otherwise use the Equipment at a greater capacity rate than the rate for which you have subscribed. You agree not to use the Equipment with any unsupported hardware or software (as described in the applicable documentation provided by Cincinnati Bell); or use the Service other than as described in the

documentation provided therewith; or use the Cincinnati Bell SD-WAN Service for any unlawful purpose.

6. No Life Support.

The Service is not designed, intended, authorized, or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury; any such use or inclusion by you is fully at your own risk, and you shall indemnify and hold us and our suppliers harmless from all resulting or related costs, loss, liability, and expense (including without limitation court and reasonable attorneys fees).

7. Protection of Equipment; Return Upon Expiration.

The Equipment belongs to us. You may not sell, lease, abandon, or give away the Equipment; allow anyone other than Cincinnati Bell or its agents to service the Equipment; or permit any other person to use the Equipment, other than on your behalf in connection with your use of the Cincinnati Bell SD-WAN Service. You will be directly responsible for loss of the Equipment. Upon expiration or termination of this Agreement, you must return the Equipment to us in the same condition as when delivered to you, reasonable wear and tear excepted; and if we have not received the Equipment in such condition within 10 days thereafter, you will be deemed to have purchased the Equipment at Cincinnati Bell's list price, and will pay us upon invoice as provided in Section 3 above.

8. Our Right to Audit; Use of Data.

You grant us the right to audit your use of the Cincinnati Bell SD-WAN Service, in order to confirm compliance with this Agreement and other agreements you have with us. You acknowledge and agree that Cincinnati Bell may use, on an aggregated, non-individually-identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in the use of the Cincinnati Bell SD-WAN Service.

9. Changes.

You acknowledge that Cincinnati Bell may change the Cincinnati Bell SD-WAN Service, and may change the Equipment, either by physical replacement or by remote changes to its software or firmware, at its discretion at any time. Such change may interrupt your Cincinnati Bell SD-WAN Service.

10. Proprietary Rights.

Except as explicitly set forth in this Agreement, you do not acquire any rights in or license to any component of the Service or any Cincinnati Bell intellectual property rights. You shall not, and shall not encourage any third party to: (a) modify, adapt, alter, disassemble, reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Service (including the Equipment), except to the extent that such activities are required to be permitted under applicable law; or (b) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of Cincinnati Bell or its suppliers affixed or contained on or within any Equipment. Without limiting the foregoing, any software provided to you or made available for your use ("Software") is licensed only, is subject to any license agreement provided therewith, and Cincinnati Bell retains title in all copies of the Software, and you do not obtain title to, or ownership of, any intellectual property rights in the Software or any copies thereof. Cincinnati Bell reserves all rights not expressly granted by this Agreement.

11. Confidential Information.

You agree to treat any confidential information regarding the Service and any other information provided to you by us that would reasonably be understood to be confidential ("Confidential Information") as strictly confidential, and use such Confidential Information only for the purposes of using the Service as permitted hereunder.

12. Limited Warranty.

Cincinnati Bell warrants to you that the Equipment shall be free from defects in material and workmanship (the "Exclusive Warranty") during your subscription of the Cincinnati Bell SD-WAN Service. With respect to the Equipment, the Exclusive Warranty shall apply only to the extent it has been installed, used and maintained in the conditions specified by Cincinnati Bell or, in absence thereof, at least in conditions consistent with generally accepted practices for this type of product; and not been subject to any unauthorized modification or repair or attempts thereto; and not been connected to or used in combination with other incompatible equipment or systems. If any Equipment fails to meet the Exclusive Warranty, then upon your written request and pursuant to any warranty procedure published by Cincinnati Bell, Cincinnati Bell shall, at Cincinnati Bell's sole option and expense, promptly either repair or replace the Equipment in question. The remedies specified in this Section shall constitute YOUR sole and exclusive remedy and Cincinnati Bell's sole and exclusive liability for EQUIPMENT and Cincinnati Bell's breach of the Exclusive Warranty hereunder.

WE make NO other warranties or representations, express or implied, and WE expressly exclude and disclaim any and all warranties which may be implied or otherwise created by operation of law including without limitation all implied warranties of uninterrupted or error-free use or operation, AND merchantability, NON-INFRINGEMENT AND fitness for a particular purpose.

13. Indemnification.

Cincinnati Bell will defend or at its option settle, any claim, suit or proceeding brought against you by any third party for infringement or misappropriation of a valid U.S. patent, copyright or trade secret by the Equipment ("Claim"), subject to the provisions herein. Cincinnati Bell shall have sole control of any such action or settlement negotiations, and Cincinnati Bell agrees to pay, subject to the limitations herein, any final judgment entered against you or settlement entered into in any such Claim. Further, should such final judgment or settlement require that Equipment be returned and/or the purchase price refunded to End Users, Cincinnati Bell will pay such related costs. You agree that Cincinnati Bell, at its sole option, shall be relieved of the foregoing obligations unless you (a) give prompt, written notice to Cincinnati Bell of all Claims, (b) cooperate reasonably with Cincinnati Bell (at Cincinnati Bell's reasonable expense), and (c) allow Cincinnati Bell the sole right to defend, or at Cincinnati Bell's option settle, all such Claims. If Cincinnati Bell becomes aware of a Claim, Cincinnati Bell may, in its sole discretion, obtain the right for you to continue to use the Equipment, modify the Equipment so that it is no longer infringing or misappropriating, or accept return of Equipment from you and refund to you a pro rata amount paid for the Service. Cincinnati Bell shall have no liability for any Claim resulting from: (i) use or combination of the Equipment with any other incompatible goods or services; or (ii) any modification or alteration of Equipment, where such Claim would not have arisen except for such use, combination, modification or alteration. The foregoing expresses your sole remedy, and Cincinnati Bell's sole liability, for any claim of infringement or misappropriation.

14. LIMITATION OF LIABILITY.

(A) IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(B) IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY PURCHASE ORDER OR PRODUCT OR THIS AGREEMENT EXCEED, AND YOU RELEASE ALL CLAIMS AGAINST US (AND ANY OF OUR LIABILITY) IN EXCESS OF, THE AMOUNTS PAID BY YOU TO US IN RELATION TO THE PRODUCT IN CONNECTION WITH WHICH THE LIABILITY ~~ARISES. THE EXISTENCE OF ONE OR MORE SUCH CLAIMS SHALL NOT RAISE OR~~ EXTEND THIS LIMIT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

15. **Cincinnati Bell as Beneficiary.**

If this Agreement is entered into between you and Cincinnati Bell's authorized reseller, THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE LIMITED WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, ARE EXPRESSLY INTENDED TO INURE TO THE BENEFIT OF CINCINNATI BELL, AND CINCINNATI BELL SHALL BE A THIRD PARTY BENEFICIARY TO SUCH TERMS.

16. **Export.**

You shall comply with all applicable export laws and all applicable restrictions and regulations of any agency or authority, and shall not export, nor permit the export or re-export of any confidential or proprietary information or the Equipment in violation of any such laws, restrictions and regulations, or without all required licenses and authorizations, to any country to which such export laws, restrictions and regulations prohibit exportation.

17. **Governing Law; Forum.**

The parties agree that this Agreement shall be construed and regulated under and by the laws of the State of California, without giving effect to provisions related to choice of laws or conflict of laws, and with venue proper in the state and federal courts located in San Francisco County, State of California regardless of the place this Agreement may have been executed or where performance hereunder takes place and the parties submit to the personal jurisdiction of such courts. All disputes between the parties arising out of or related to this Agreement, other than claims arising out of non-payment by you, shall be brought within one (1) year after the accrual of the dispute.

18. **Term and Termination.**

The term of this Agreement shall be the period for which you have purchased a subscription to the Cincinnati Bell SD-WAN Service, beginning on the subscription start date determined as set forth above. We may terminate this Agreement with immediate effect upon notice to you if any of the following occurs: (i) a petition in bankruptcy is filed by or against you, you are declared bankrupt, or proceedings are initiated by or against you seeking appointment of a receiver, reorganization, liquidation, dissolution, or other similar relief, or (ii) you materially breach this Agreement and fail to cure such breach within thirty (30) days after written notice thereof, provided, however, that no cure period shall apply to your failure to make timely payments hereunder. In the event of any of the foregoing, we shall be entitled, without prejudice to any other remedies, to terminate your use of the Cincinnati Bell SD-WAN Service without being in breach of this Agreement. Upon expiration or termination, all terms and provisions herein which by their nature should survive expiration or termination of this Agreement shall so survive. Without limiting the foregoing, Sections 8 (Our Right to Audit; Use of Data), 10 (Proprietary Rights), 11 (Confidential Information), 12 (Limited Warranty), 13 (Indemnification), 14 (Limitation of Liability), 15 (Cincinnati Bell as Beneficiary), 16 (Export) and 17 (Governing Law; Forum) shall survive any expiration or termination of this Agreement.

19. **Force Majeure.**

Other than for any payment obligations hereunder, neither party shall be liable to the other for default or delay in the performance of any of its obligations hereunder due to events beyond the

reasonable control of such party, including without limitation acts of God or of public enemy (collectively, "Force Majeure"). In the case of a Force Majeure event, the affected party's performance is excused for a period equal to the time lost by reason of Force Majeure.

20. Assignment.

You may not, without prior written consent of Cincinnati Bell, assign or otherwise transfer to a third party this Agreement, except to an entity that acquires all or substantially all of your business or assets. The contract shall be binding and shall inure to the benefit of the permitted legal successors of either party hereto.

21. Miscellaneous.

Failure by either party to enforce any provisions of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. If any part of this Agreement is found to be unenforceable, the remaining portions of this Agreement will remain in full force and effect.

Hosted UC -- Business - TERMS AND CONDITIONS SUPPLEMENT

1. TERM.

1.1. After expiration of the Initial Term as stated on the Services Agreement, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods ("Renewal Term") unless either Party terminates this Agreement by providing thirty (30) days advance written notice of termination to the other Party prior to the expiration of the then-current Term. Hereinafter "Term" shall mean collectively Initial and/or Renewal Term. Notwithstanding the foregoing, CBTS 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 notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

2. DEFINITIONS.

2.1. For purposes of this Agreement, the "Service" shall mean the Hosted UC service, including all other related features, products and services provided by CBTS under the pricing plan that Customer has selected. Hosted UC is an enhanced voice communications and collaboration service that uses a data network (like the Internet) to transport voice communications that have been converted to data packets. The "Service" does not include the electrical power or data network connection that is required for Customer to operate the Service and which Customer is responsible to provide.

3. BILLING.

3.1. CBTS 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. Pricing on Services Agreement does not include charges for taxes, fees, and surcharges, which shall be included in the invoices. CBTS reserves the right to examine Customer's credit record and to require a deposit or other security, including payment by credit card, before it provides or continues Service to Customer. CBTS will determine, at its discretion, how Customer's deposit or other security will be allocated to satisfy outstanding amounts owed by Customer to CBTS. By subscribing to the Service, Customer authorizes CBTS to investigate Customer's creditworthiness and agrees, from time to time, to provide appropriate authorizations and financial information as CBTS may reasonably request for this purpose.

4. INTERSTATE/INTRASTATE LONG DISTANCE USAGE RATE.

4.1. In consideration for Customer's Service, CBTS will provide a block of domestic outbound minutes commensurate with the Service at no charge as set forth in the Services Agreement. The interstate/intrastate voice usage rate stated on the Services Agreement applies to Customer's interstate/intrastate long distance service terminating in the continental United States that is in excess to those minutes included in the monthly recurring rate for the tier selected.

5. INTERNATIONAL VOICE USAGE RATES.

5.1. CBTS's international voice service usage rates, which vary by country, are subject to change upon three (3) days written notice. To view the international voice service usage rates, please visit [CincinnatiBell.com](http://www.cincinnatiBell.com) or the specified web address as follows: http://www.cincinnatiBell.com/business/long_distance/international_rates/.

6. CALL INCREMENTS AND ROUNDING.

6.1. Non-calling card interstate and intrastate outbound and inbound calls are billed in thirty (30) second increments with six (6) second additional increments thereafter. International outbound with the exception of Mexico will be billed in thirty (30) second increments with six (6) second additional increments thereafter. Calls to Mexico will be billed in sixty (60) second increments with sixty (60) second additional increments thereafter. All calls are rounded up to the nearest cent.

7. SCOPE.

7.1. CBTS (i) shall use reasonable commercial efforts to commence provisioning of services to Customer on or before the Service Activation Date, which is scheduled to be the first date of order activation; and (ii) is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested. Usage charges shall be based on (i) the rates for services set forth herein, as applicable; and (ii) actual usage of CBTS's network from establishment of a connection between the calling telephone and the called telephone to termination, as determined in CBTS's sole discretion.

8. SHORT DURATION CALL PENALTY.

8.1. Notwithstanding anything to the contrary herein, if the percentage of the Customer's completed calls are equal to or less than six (6) seconds in length for any billing cycle meets or exceeds ten percent (10%), CBTS may charge an additional \$0.02 for each Short Duration Call during such billing cycle (excluding those Short Duration Calls under the Short Duration Percentage Threshold).

9. NO RESALE.

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

10. AUTOMATIC DIALER DEVICES.

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

11. MAINTENANCE CHARGES AND ANCILLARY FEES.

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

12. DISCLAIMER OF EMERGENCY 9-1-1 SERVICES.

12.1. Customer is hereby advised that the service, including Emergency 9-1-1 Service, will not function if the customer handset or equipment is moved from the physical address/registered location where service was installed by CBTS. Customer is hereby advised that Emergency 9-1-1 Service will not function or be available to customer with the loss of electrical power or if the Internet Access connection is not operational. Depending on the Customer's location, the type of handsets and other equipment Customer uses, the type of equipment used by the public safety access point or other applicable emergency services provider, and the circumstances and conditions of a particular call, Customer may not be connected or Customer's phone number and/or location may not be identifiable to emergency service providers. Customer signature to this contract will serve as acknowledgement that CBTS has advised customer of these limitations and that Customer accepts the services with these limitations. In addition to the limitations of liability contained in Federal Law and relevant State Statutes, CBTS shall not be liable for any damages or other relief arising out of delays, mistakes, omissions, interruptions, misrouting of 9-1-1 calls, errors or defects in performance (including, but not limited to, problems with or outages of equipment) hereunder.

13. CUSTOMER OBLIGATIONS.

13.1. Customer acknowledges billing for Service will commence, in accordance with Section 3 above, when service has been activated and Customer has received the onboarding confirmation from CBTS.

13.2. Customer will furnish, at its expense, such space, electrical power, and environmental conditioning at Customer's premises as CBTS may reasonably require in connection with performing its obligations hereunder.

13.3. The Customer is responsible for communicating with its Phone and IT Vendors about any Service change and ensuring the Phone and IT Vendors are present at the proposed time and date of the Service cutover. CBTS will give the Customer five (5) days prior notice of the actual cutover date to ensure enough time is given to the Customer to coordinate with their Phone and IT Vendors. CBTS is not responsible for any configuration to the Customer's phone system or any data network re-configuration. The cost of phone and network re-configuration will be the sole responsibility of the Customer. If the Customer does not have an IT or Phone Vendor, CBTS will provide a quote to perform services or will assist with referring the Customer to a CBTS approved Vendor. A late fee of \$150.00 will be billed to the Customer for cutover date changes made by the Customer that are not communicated in writing (email) and received by CBTS forty-eight (48) hours in advance of scheduled cutover date.

13.4. 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 CBTS's Hosted UC - Business Solution.

13.5. Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth in Section 13.6, above. Customer shall furnish any additional equipment or facilities necessary to comply with such standards at their expense.

13.6. Without the prior written consent of CBTS, Customer will not access, or attempt to access, any equipment or facilities furnished by CBTS in connection with this Agreement.

13.7. Prior to requesting repair service from CBTS, 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 Service reasonably requested by CBTS.

13.8. Client agrees to comply with CBTS's policies respecting the Service as provided from time to time, or to which Customer is directed when using the Service. While using the Service, Client shall not transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or CBTS's policies. In addition, without incurring liability, CBTS may immediately and without notice: (i) discontinue or suspend the Services; (ii) cancel a request for Services; or (iii) temporarily block Service to a particular authorization code, if it deems such action is necessary, either to prevent Improper Use or to protect against fraud or the commission of suspected illegal activities, or to otherwise protect its personnel, agents, facilities or services.

14. PROCEDURES REGARDING THIRD PARTY COMPLAINTS.

14.1. If CBTS receives a complaint that any content provided by Customer through the use of the Service, or provided by any party using Customer's account as permitted by this Agreement, 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; CBTS 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 Service, and/or (iii) terminating Customer's Subscription, with or without prior notice to Customer.

15. TITLE TO EQUIPMENT AND FACILITIES.

15.1. All equipment and facilities used by CBTS in providing Service hereunder will remain the sole property of CBTS, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.

16. ACCEPTABLE USE.

16.1. If CBTS 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, CBTS shall have the right, but not the responsibility, to immediately remove such Content and/or to terminate Service without notice. This policy applies to any Content made available by Customer, Customer's clients, 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 the Customer Account and/or make available on or through the Customer Web site or any of the Customer's clients web sites.

17. SUSPENSION OR RESTRICTION OF SERVICE.

17.1. CBTS may suspend or restrict the use of Service (i) upon prior notification if the operations or efficiency of the Service is impaired by the use of the Account; or (ii) at any time any amount is past due from Customer to CBTS; or (iii) at any time there has been or is any breach of these Terms and Conditions. CBTS shall have no responsibility to notify any third party of such termination or suspension.

17.2. CBTS reserves the right to immediately terminate or modify Customer's service if it is determined by CBTS in its sole discretion that Customer has used the Service for any prohibited or unauthorized purpose or activity. In such instances, Customer is responsible for the Termination Fees as outlined in section 21 of this Supplement.

18. SERVICE LEVEL AGREEMENT.

18.1. The standards described herein do not include periods of non-attainment resulting in whole or in part from one or more of the following causes: (i) Any act or omission by Customer, its contractors, agents, or any other entity over which Customer exercises control or has the right to exercise control; (ii) Scheduled maintenance; (iii) Labor strikes; (iv) Force Majeure events; (v) Any act or omission on the part of a third party; (vi) First month of Service for this particular service element.

18.2. CBTS guarantees that the VoIP Core network is reachable 99.9%. For each 0.1% below the 99.9% stated availability, CBTS will credit Customer 10% of monthly recurring charges up to 30% in total.

18.3. CBTS will use its best efforts to respond to any inoperable phone equipment within four (4) hours after Customer has notified CBTS that such device is inoperable by opening a trouble ticket with Advanced Technical Services Team. If such device remains inoperable for more than two (2) business days after Customer has notified CBTS that such device is inoperable, CBTS will ship a new device to the Customer at no additional charge.

18.4. 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 CBTS's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.

19. MOVE/CHANGE OF SERVICE LOCATION.

19.1. If a Customer moves their business to another location prior to the expiration of the then current Term, the Agreement will move with them, however, the Customer will be responsible for the movement of the provided equipment unless they pay for all standard installation and Service charges associated with moving the Service ("Move Charges"). The Agreement will continue with the original expiration date and rate structure. Termination charges will apply if Customer terminates any of the existing Service. In the event the Customer is in the Agreement for more than twelve (12) months prior to requested move.

19.2. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to the Hosted UC – Business Solution prior to completion thereof, Customer will reimburse CBTS for the actual expenses incurred by CBTS in connection with such modification prior to CBTS'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.

20. TERMINATION CHARGES.

20.1. If Customer terminates the Hosted UC – Business solution for convenience or for reasons other than CBTS's breach of this Agreement prior to the end of the then-current Term, Customer shall (i) reimburse CBTS for all waived costs of the implementation of such Service(s) and (ii) 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 then-current Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

1.1. The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Supplements. 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 Supplement.

1.2. **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.

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

1.4. **Party** - means (i) Cincinnati Bell parent company, its affiliates and subsidiaries (collectively "Cincinnati Bell") or (ii) Customer; and "Parties" means (i) and (ii).

1.5. **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.

2. SERVICES.

2.1. The applicable rates, fees, commissions and charges for a particular service to be provided by Cincinnati Bell pursuant to the Supplement(s) will be on the Services Agreement sheet. Any other regulated services not listed on the Supplements which are provided by Cincinnati Bell to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Supplement Service. The specific terms and conditions applicable to the particular services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth in the Supplement(s). Any future Supplements 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 Supplement, the terms of the Supplement shall prevail.

3. EQUIPMENT WARRANTY, USE AND MAINTENANCE.

3.1. If applicable, Cincinnati Bell will maintain the equipment used to provide service under the applicable Supplements, in good working order during the term specified on the Services Agreement sheet, except CPE provided as part of any Ethernet service, 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 supplements, 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 of fitness for a particular purpose.

5. TITLE OR RISK OF LOSS OF EQUIPMENT.

5.1. For equipment sold to Customer and installed 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 Supplements, 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. GOVERNING LAW.

6.1. 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 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.

7. CONFIDENTIAL INFORMATION.

7.1. 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".

8. RESOLUTION OF DISPUTES.

8.1. 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.

8.2. 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.

8.3. 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. The arbitrator may, as part of the arbitration award, permit the substantially prevailing Party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.

9. TERMS OF PAYMENT.

9.1. Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due 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.

9.2. Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on Cincinnati Bell's net income.

10. TERMINATION.

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

10.2. In the event Customer provides timely notice to Cincinnati Bell that it does not intend to renew an automatically renewing contract, Cincinnati Bell will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.

10.3. In the event that one Party breaches any material obligation provided hereunder, excluding payment obligations, or in such Supplement (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 Supplement, 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.

10.4. A Party may, at its option, terminate a Supplement 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 subjectation 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.

10.5. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell'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.

10.6. Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. The termination charge will be considered 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 Supplement 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.

10.7. One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

11. INDEMNIFICATION.

11.1. Customer shall indemnify, defend and hold harmless Cincinnati Bell 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 Customer's 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. Customer may undertake the defense of any such claim or action and permit Cincinnati Bell to participate therein. The settlement of any such claim or action by Customer without Cincinnati Bell's prior written consent, shall release the Cincinnati Bell from its obligations hereunder with respect to such claim or action so settled.

12. RESPONSIBILITIES OF EACH PARTY.

12.1. 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 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 such Party's obligations hereunder.

13. LIMITATIONS OF LIABILITY.

13.1. Cincinnati Bell's liability arising out of the provision of: (i) 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, 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's parent company, and its respective affiliates and subsidiaries, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of each of them.

13.2. 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. SECURITY AND ACCESS.

14.1. 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.

15. WORK ON CUSTOMER'S PREMISES.

15.1. In performance of its obligations hereunder, 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 this Agreement involves operations by Cincinnati Bell on the premises of Customer, Cincinnati Bell shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent an injury to person or property 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 directly and proximately caused by negligent or willful conduct of Cincinnati Bell's employees, agents or subcontractors.

16. CUSTOMER OBLIGATIONS.

16.1. 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.

17. SYSTEM MAINTENANCE.

17.1. 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.

18. SUBCONTRACTING.

18.1. Cincinnati Bell may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

19. CHANGES IN LAWS.

19.1. 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.

20. FORCE MAJEURE.

20.1. No Party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Supplement, caused by a force majeure condition, including fires, pandemics, 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.

21. GOOD FAITH PERFORMANCE.

21.1. 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.

22. NO LICENSE.

22.1. Except as expressly provided in this Agreement or a Supplement, 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.

23. AMENDMENTS; WAIVERS.

23.1. 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.

24. NOTICES.

24.1. 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 Supplement, 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 and shall be deemed effective upon receipt; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Notices shall be addressed to the parties at the addresses set forth on the Services Agreement sheet.

24.2. 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.

25. NO RIGHTS TO THIRD PARTIES.

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

26. SEVERABILITY.

26.1. 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.

27. ASSIGNMENT.

27.1. 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. Cincinnati Bell shall not be required to obtain consent in the case of a sale of all or substantially all the assets of Cincinnati Bell 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, Cincinnati Bell shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of Cincinnati Bell.

28. ENTIRE AGREEMENT; CONTINUING OBLIGATIONS.

28.1. The Agreement, which includes the Services Agreement, Terms & Conditions and Supplements, 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.

28.2. Irrespective of any provision contained in this Agreement or in any Supplement to the contrary, Articles 6 through 9 and Articles 11 through 30 of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) heretofore or hereinafter executed by the Parties unless such Article, including any subsection thereof, is expressly identified as the subject of an amendment that is in writing and agreed upon by a representative of each Party having authority to agree to such amendment.

28.3. 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 7 hereof regarding Confidential Information, Article 8 hereof regarding resolution of disputes, Articles 11 and 15 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.

28.4. 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.

28.5. 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 to new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

29. REGULATORY APPROVAL; TARIFFS.

29.1. This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling. 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.

30. EXECUTED IN COUNTERPARTS.

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

31. HEADINGS.

31.1. 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.