

SWITCHED LONG DISTANCE - 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. BILLING.

2.1. Cincinnati Bell 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. Surcharges and fees are billed at rates specified on Cincinnati Bell's website.

3. INTERSTATE/INTRASTATE SWITCHED VOICE USAGE RATE.

3.1. In consideration for Customer's Term Commitment, Cincinnati Bell will provide a per minute rate as set forth on the Services Agreement for Customer's interstate/intrastate switched outbound and inbound voice service usage. The interstate-switched voice usage rate applies to Customer's interstate long distance service originating and terminating in the continental United States.

4. MINIMUM MONTHLY VOICE COMMITMENT (AS STATED ON SERVICES AGREEMENT).

4.1. Beginning with the first month after the Service Activation Date, Customer's Minimum Monthly Voice Commitment ("Minimum Commitment") usage of Cincinnati Bell's voice services will be measured after application of all discounts and in accordance with the Term. Calling card, non-recurring charges, feature charges, taxes, fees, and other surcharges do not contribute to Customer's Minimum Commitment. If during any month of the then current Term Customer's usage of Cincinnati Bell voice services are less than the Minimum Commitment, Customer will pay to Cincinnati Bell the difference between Customer's Minimum Commitment and Customer's actual usage of Cincinnati Bell voice services.

4.2. Rates for Hawaii, Alaska and the US Virgin Islands are as follows (regardless of the Minimum Commitment): 12 Month Term: \$0.22/minute; 24 Month Term: \$0.20/minute; 36 Month Term: \$0.18/minute

5. INTERNATIONAL VOICE USAGE RATES.

5.1. Cincinnati Bell'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 or the specified web address as follows: http://www.cincinnatiBell.com/business/long_distance/international_rates/

6. OPTIONAL SERVICES.

6.1. 800 Numbers: 12 Month Term: \$7.50 per number; 24 Month Term: \$5.00 per number; 36 Month Term: \$7.50 per number

6.2. 800 Directory Assistance Listing: 12/24/36 Month Term: \$25.00 per number

6.3. Toll Free Payphone Blocking: 12/24/36 Month Term: \$25.00 per number. Additional \$200.00 one-time set-up charge. This feature will block all calls to the Customer's toll free number(s) listed below from payphones when the LEC/CLEC sends the payphone indicator in the call setup message. If the LEC/CLEC does not provide the payphone indicator Cincinnati Bell cannot block the payphone calls. Therefore, the Customer is responsible for all payphone surcharges for all calls made from payphones to their toll free number(s) that couldn't be blocked by Cincinnati Bell. Cincinnati Bell agrees to add the toll free "payphone blocking" feature on the following Customer toll free numbers to be determined.

7. CALL INCREMENTS AND ROUNDING.

7.1. 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.

7.2. Customer can view billing call detail records at the following link: <https://care.anydistance.com>.

8. SCOPE.

8.1. Cincinnati Bell (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 Cincinnati Bell's network from establishment of a connection between the calling telephone and the called telephone to termination, as determined in Cincinnati Bell's sole discretion.

9. SHORT DURATION CALL PENALTY.

9.1. 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%), Cincinnati Bell may charge an additional \$0.03 for each Short Duration Call during such billing cycle (excluding those Short Duration Calls under the Short Duration Percentage Threshold).

10. NO RESALE.

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

11. AUTOMATIC DIALER DEVICES.

11.1. 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. Cincinnati Bell 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.

12. MAINTENANCE CHARGES AND ANCILLARY FEES.

12.1. Cincinnati Bell shall maintain its network; however, if Customer requests Cincinnati Bell 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.

13. RATE ADJUSTMENT.

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

14. TERMINATION CHARGES.

14.1. If Customer terminates Switched Long Distance service prior to the end of the then-current Term, Customer shall reimburse Cincinnati Bell for all costs of the implementation of such service(s). If Customer terminates any service prior to the expiration of the then-current Term after service is activated, Customer shall pay the following fees: (a) all unpaid charges for service previously rendered; and (b) fifty percent (50%) of the Cincinnati Bell minimum monthly commitment and monthly recurring charges multiplied by the number of months remaining in the then current Term.