



MANAGED DIGITAL FIBER SERVICE AGREEMENT

This Managed Digital Service Agreement (the "Agreement") is entered into by and between **Cincinnati Bell Telephone Company LLC**, an Ohio limited liability company, on behalf of its' affiliates and subsidiaries, having its' principal place of business at 221 East Fourth Street, Cincinnati, Ohio 45202 ("CBT" or "Cincinnati Bell"), and **Boone County Schools**, having its principal place of business at 8330 US 42, Florence, Kentucky 41042 ("Customer").

WITNESSETH

WHEREAS, CBT and Customer desire a long term business relationship covering the provision of a Managed Digital Fiber Service (hereinafter "Service") for Customer's locations on a contractual basis;

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

WHEREAS, CBT and Customer wish to set forth in this Agreement certain terms and provisions that will govern the CBT and Customer relationship and the Exhibit(s);

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

1. **DEFINITIONS.**

The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Exhibit(s). 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 Exhibit.

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

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

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

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

2. SERVICES.

The specific terms and conditions applicable to the Service to be provided by CBT pursuant to this Agreement, including the description of the Service to be provided and the obligations of each Party in connection therewith, applicable rates, fees, commissions and charges, termination rights, performance obligations and Service parameters are or shall be set forth in the Exhibit(s). Any future Exhibits 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 an Exhibit, the terms of the Exhibit shall prevail.

3. EQUIPMENT WARRANTY, USE AND MAINTENANCE.

CBT will maintain the equipment used to provide service under the applicable Exhibits, in good working order during the term specified in the applicable Exhibit, except CPE provided as part of the Service in the Exhibits, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit CBT access to equipment on Customer's premises used to provide service hereunder and CBT 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 CBT. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of CBT 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 CBT'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-CBT equipment; and (c) abuse, misuse or negligent acts. CBT may perform services in such instances on a time and materials or contract basis.

4.2 CBT 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 EXHIBITS, CBT, ITS SUBCONTRACTORS AND SUPPLIERS (EXCEPT AS EXPRESSED IN WRITING BY THEM) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. TITLE OR RISK OF LOSS OF EQUIPMENT.

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

6. TERM.

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

7. GOVERNING LAW.

The laws of the Commonwealth of Kentucky shall govern the validity, performance, construction, interpretation and the effect of this Agreement. Customer operates within the Kentucky model procurement code Chapter 45(a) which applies to this Agreement. The parties hereby agree to submit themselves to exclusive jurisdiction of the courts located within Boone County, Kentucky in connection with any cause of action arising out of this Agreement. Any legal action between the parties arising under this Agreement must be filed within two (2) years after the cause of the action arises.

8. INTENTIONALLY OMITTED.

9. RESOLUTION OF DISPUTES.

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 legal redress..

10. TERMS OF PAYMENT.

Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date (Invoice Due Date"). Payments not received within thirty (30) days of invoice date are considered past due. In addition to CBT undertaking any of the actions set forth in this Agreement, if any invoice is not paid when due, CBT may: (i) apply a late charge equal to 2% (or the maximum legal rate, if less) of the unpaid balance per month and/or (ii) take any action in connection with any other right or remedy CBT may have under this Agreement in law or in equity. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any CBT invoice, Customer shall submit to CBT by the Invoice Due Date, full payment of the undisputed portion of any CBT invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. CBT and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after CBT receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to CBT shall be due within (10) days of resolution of the dispute.

11. TERMINATION.

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

11.1 In the event that one party breaches any material obligation provided hereunder, excluding payment obligations, or in such Exhibit (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 Exhibit, effective upon five (5) days prior written notice to the breaching party ("Termination Notice"). The right of CBT and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may have hereunder or at law or in equity.

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

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

11.4 As long as there is at least one Exhibit remaining, one or more Exhibits may be terminated by the Parties without causing a termination of this Agreement or the other Exhibit(s).

12. INDEMNIFICATION.

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

13. LIMITATIONS OF LIABILITY.

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

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

14. RESPONSIBILITIES OF EACH PARTY.

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

15. SECURITY AND ACCESS.

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

16. WORK ON CUSTOMER'S PREMISES.

CBT 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 CBT's noncompliance with any such laws. If CBT's work under any Exhibit involves operations by CBT on the premises of Customer, CBT shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent such injury is the result of Customer's negligence or willful misconduct, CBT shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are proximately caused

by CBT's employees or agents against Customer, or which are due from any negligent act or omission of CBT, including its employees, agents and subcontractors.

17. CUSTOMER OBLIGATIONS.

Prior to requesting repair service from CBT, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the 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 CBT.

18. SYSTEM MAINTENANCE.

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

19. SUBCONTRACTING.

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

20. CHANGES IN LAWS.

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

21. FORCE MAJEURE.

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

22. GOOD FAITH PERFORMANCE.

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

23. NO LICENSE.

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

24. AMENDMENTS; WAIVERS.

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

25. NOTICES.

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

To CBT:

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

and

Cincinnati Bell Telephone Company LLC
Attn: Acct Rep (Boone County Schools)
M/S 103-1100
221 East Fourth Street
Cincinnati, OH 45202

To Customer:

Boone County Schools
Attn: _____
8330 US 42
Florence, KY 41042

and

Boone County Schools
Attn: _____
8330 US 42
Florence, KY 41042

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

26. NO RIGHTS TO THIRD PARTIES.

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

27. SEVERABILITY.

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

28. ASSIGNMENT.

Customer will not resell or permit any third party to use any of the services provided by CBT hereunder. Neither Customer nor CBT may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Neither party shall be required to obtain consent in the case of a sale of all or substantially all the assets of itself or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning party. Notwithstanding the foregoing, each party shall retain the right to terminate this Agreement without further

obligation or liability to the other party, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by the one party is to be made to a competitor of the other party.

29. BUSINESS DOWNTURN OR TECHNOLOGY UPGRADE.

In the event of change in e-rate funding beyond Customer's control, a technology upgrade or a network optimization using other services provided by CBT, any of which significantly reduces the volume of services required by Customer, with the result that Customer will be unable to meet its volume commitments under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), CBT and Customer will use reasonable efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. By way of example, and not limitation, such alternative proposal may include changes in pricing, non-recurring charges, revenue and/or volume commitments, discounts, or multi-year service commitments.

30. ENTIRE AGREEMENT; CONTINUING OBLIGATIONS.

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

30.2 Irrespective of any provision contained in this Agreement or in any Exhibit to the contrary, the following provisions of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) in each of the Exhibits heretofore or hereinafter executed by the parties: Articles 9 through 10 and Articles 12 through 32.

30.3 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 9 hereof regarding resolution of disputes, Articles 12 and 19 hereof regarding indemnification, and Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.

30.4 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.

30.5 Under federal law, Customer has a right, and CBT has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from CBT, including the amount, type, and destination of Customer's service usage; the way CBT provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information (CPNI). Customer hereby consents to CBT sharing its CPNI with CBT affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the CBT parent company as well as CBT agents and authorized sales representatives, to develop or bring new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

31. REGULATORY APPROVAL; TARIFFS.

This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement (including any Exhibit(s)) and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling, except with respect to the rates and any termination charges agreed to in any Exhibit. The obligations of CBT 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 CBT's tariffs on file with regulatory agencies.

32. EXECUTED IN COUNTERPARTS.

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

33. HEADINGS

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

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

BOONE COUNTY SCHOOLS

By: _____

Printed Name: _____

Title: _____

Date: _____

CINCINNATI BELL TELEPHONE COMPANY LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

MANAGED DIGITAL FIBER SERVICE

1. TERM

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Exhibit A shall begin on **September 1, 2020**, or upon tariff approval by the relevant governmental authority, whichever is later, and shall continue for seventy (70) months until **June 30, 2026 ("Term")**.

2. DEFINITIONS

2.1 Managed Digital Fiber Service ("Service") - the engineering, installation, maintenance and repair services provided by CBT to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.

2.2 Customer's location - a location specified by the customer for the purposes of terminating network such as the customer's premises or the building where the off-premises extension terminates.

2.3 Demarcation Point - the point of physical separation of CBT's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Service presented by CBT to Customer.

2.4 Local Area Network (LAN) - a network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.

2.5 Metropolitan Area Network (MAN) - a network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region.

2.6 Permanent Virtual Circuits (PVC) - a static logical connection used in packet and cell switched networks between two end points. Permanent Virtual Circuits support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent circuit in the network.

3. SERVICES AND RATES

3.1 Subject to the terms and conditions of the Managed Digital Fiber Service Agreement and this Exhibit A, CBT shall provide Customer with the Service and Customer shall pay CBT for the Service at the applicable monthly rate and any optional features selected by the Customer, as indicated on Managed Digital Fiber Service Customer Agreement ("Attachment 1") to Exhibit A. In addition, Customer shall pay to CBT the applicable nonrecurring charge(s) set forth on Attachment 1. All prices and rates herein are exclusive of any surcharges, taxes, additional charges, optional features and any one-time nonrecurring charges unless otherwise noted. Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. CBT shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Service.

3.2 Customer may move the location of its Service to a location where sufficient central office capacity and outside plant facilities are available and retain the current contract term and monthly rates, but initial nonrecurring charges will be reapplied. The termination charges outlined in Exhibit A are applicable if Customer terminates this Service because of a move to a location where sufficient central office capacity or outside plant facilities are not available.

4. PROVISIONING

4.1 CBT will provision Service in proper working order on CBT's side of the Demarcation Point by the agreed upon installation date.

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

4.3 CBT will furnish Customer with a telephone number, which Customer will use to report any trouble with the Service.

4.4 Unless otherwise agreed in writing, CBT will provide the Service for data transmission only.

4.5 An initial port is required in order to provide the Service to a Customer's location. Additional ports are only available to a Customer's location with at least one initial port.

4.6 Additional port discounts do not apply to different customers at the same location.

4.7 The Customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a Customer's location, then all the Service will be terminated at that location unless Customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a Customer's location.

4.8 If the Customer subsequently orders an additional port and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional ports.

5. REPAIR – RESPONSE TIME

CBT will use its best efforts to repair any inoperable Service port within eight (8) hours or next business day after a reactive or proactive trouble ticket is opened with CBT that such port is inoperable.

6. MAINTENANCE

When a Customer reports a trouble to CBT and the problem is not found in the CBT's facilities, the Customer is responsible for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges are based on a time and material basis subject to the then current labor rates.

7. TERMINATION CHARGES

7.1 In the event that the Service under this Exhibit A is terminated by Customer for convenience or for reasons other than CBT's breach of this Exhibit A prior to the expiration of the Term, the Customer will pay a termination charge based on prorated charges of fiber and equipment.

7.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to the Service under this Exhibit A prior to completion thereof, Customer will reimburse CBT for the actual expenses incurred by CBT in connection with such modification prior to CBT's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

7.3 If Customer removes one or more ports from service under this Exhibit A prior to the expiration of term hereof, Customer will pay CBT a termination charge based on prorated fiber and equipment charges per the terminated port.

EXHIBIT A – ATTACHMENT 1

MANAGED DIGITAL FIBER SERVICE® Customer Agreement
Between
Cincinnati Bell Telephone Company LLC and Boone County Schools

This Exhibit details the Managed Digital Fiber Service ("Service") offering to the Boone County Schools. The monthly price for this service is **\$400.00**. The Service includes the following component(s).

A pair of single mode fiber from Board of Education located 8330 US 42 to each location shown below.

SITE LISTING	SITE ADDRESS	UPLOAD / DOWNLOAD SPEEDS	MONTHLY PRICE	ONE-TIME CHARGE
Boone County Schools Preschool	7627 Ewing Dr., Florence, KY 41042	3072 mbps/3072 mbps	\$400.00	\$0.00
	MONTHLY TOTAL		\$400.00	\$0.00
	LUMP SUM BID (BASED ON 70 MONTHS)		\$28,000.00	\$0.00

NOTES:

- Customer will be supplied with one (1) 10 Gig Link between Cincinnati Bell's core and Customer's Core.
- Cincinnati Bell agrees to provide maintenance and monitoring services for equipment provided by Cincinnati Bell during the Term of the Agreement.
- Additional services provided by Cincinnati Bell, which may become available and are desirable to Customer, are to be offered with specifications and pricing to be determined at the time of offering/need.