

## Section 1: FiOptics TV Service Terms and Conditions Supplement

### 1.1 Term.

- 1.1.1 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.

### 1.2 Definitions.

- 1.2.1 FiOptics Standard TV Service - A tier of around 24 channels consisting primarily of local broadcast stations & community access.
- 1.2.2 FiOptics Preferred TV Service - A tier of around 75 channels, including basic, consisting of major cable networks.
- 1.2.3 FiOptics Elite TV Service – A tier of over 99 channels, including basic, deluxe, interactive program guide, high definition content, music, and video on demand. A set top box is required to receive all programming.
- 1.2.4 FiOptics TV is available for Public and Non-Public establishments.  
**Public** - A location where the TV(s) is viewable by customers in an establishment that serves food and/or drink.  
**Non-Public** – A location where the TV(s) is viewable by customers in a business that does not serve food and/or drink OR a location NOT viewable by customers.

### 1.3 Services and Rates.

- 1.3.1 FiOptics TV service will be provided as specified on the attached Services Agreement. There is a minimum of thirty (30) days charged for each TV service provided.
- 1.3.2 Cincinnati Bell may pass to the Customer and Customer agrees to pay for any increase in franchise fees, programming inflation adjustments, taxes, or other regulatory fees associated with the delivery of the TV service. Increases will not exceed six percent (6%) in a calendar year.
- 1.3.3 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to TV 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.
- 1.3.4 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.
- 1.3.5 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 TV service.
- 1.3.6 If Customer contracts Non-Public FiOptics TV services and it is discovered that Customer is viewed as a Public location Cincinnati Bell reserves the right to change Customer's programming to a Public FiOptics TV service rate.

### 1.4 Provision of Service.

- 1.4.1 Cincinnati Bell shall make every commercially reasonable effort to provide TV service to every Customer who applies for such service in the shortest period of time practicable, and where TV service is readily available.

## 1.5 **Ownership of Equipment and Materials.**

- 1.5.1 All equipment and materials, unless purchased from Cincinnati Bell, or unless such property is incorporated in, becomes an integral part of, or is permanently attached to the Customer's premises shall remain the property of Cincinnati Bell.

## 1.6 **Responsibility for Cincinnati Bell's Property.**

- 1.6.1 The Customer agrees not to tamper with any of Cincinnati Bell's wiring or equipment, to extend lines, or alter in any manner any Cincinnati Bell property. The Customer also shall receive Cincinnati Bell's TV service with the understanding that Customer will adequately safeguard all Cincinnati Bell properties upon the Customer's premises from alteration and abuse by others, and that the Customer will not hire or permit anyone other than authorized Cincinnati Bell personnel to perform any work on Cincinnati Bell's property, equipment, and facilities.

## 1.7 **Equipment Return.**

- 1.7.1 Whenever service is terminated, the Customer shall return any equipment to Cincinnati Bell's office. If the returned equipment is received by Cincinnati Bell and is found to be in satisfactory working condition, and the Customer has paid all service charges and any other applicable fees or charges, the Customer shall be entitled to the original amount of the deposit for the equipment, without interest or earnings. If the returned equipment is received by Cincinnati Bell and is not found to be in satisfactory working condition, or if said equipment has been opened, tampered with, defaced, or damaged (normal wear and tear excepted) said equipment deposit shall not be returned to the Customer, but shall be retained by Cincinnati Bell and applied toward the cost of its repair or replacement. The Customer understands, notwithstanding any other provision contained in these rules and regulations to the contrary, that any equipment provided is and shall remain the property of Cincinnati Bell, and must be returned to Cincinnati Bell at any time service is terminated or discontinued. Failure to return equipment within fifteen (15) days after service is terminated or discontinued will result in a charge being assessed to Customer's account.

## 1.8 **Wiring Requirements.**

- 1.8.1 No wiring will be installed by Cincinnati Bell within any wall or attic space unless specifically requested by Customer and agreed to by both Parties. The Customer, at his option, may choose to install the wiring within walls and/or attic spaces at Customer's own expense; but, in such instance, the Customer shall install such wiring to specifications and satisfaction of Cincinnati Bell and the National Electrical Code. If the Customer does not own the premises at which TV service is to be installed, the Customer represents it has obtained necessary permission from the premise owner to install Cincinnati Bell's equipment (including, without limitation, equipment attached to the outside of the premises). The Customer further agrees to indemnify Cincinnati Bell from all claims of the owner in connection with the installation and provision of TV services.

## 1.9 **Right of Access.**

- 1.9.1 The Customer, upon acceptance of application for TV service by Cincinnati Bell, grants permission for Cincinnati Bell, its agents and employees, to enter upon the property of the Customer for the purpose of installation, inspection, maintenance, testing, and repair of the TV service to the Customer's premises and, upon TV service being cancelled for any reason, the Customer grants permission for Cincinnati Bell, during reasonable hours, to enter upon the premises and remove all equipment and material belonging to Cincinnati Bell and to discontinue TV service thereto.

## 1.10 **Penalties for Unauthorized Service.**

- 1.10.1 If unauthorized service is discovered by Cincinnati Bell, the cost will be billed to the Customer for an estimate of TV services delivered, including the cost of inspection, investigation, reconnection, and cost of repair to Cincinnati Bell's facilities, all of which must be paid in full before TV service can be reestablished or restored.

## 1.11 **Interruption or Discontinuance of Service Due to Use of Non-Cincinnati Bell Facilities.**

1.11.1 In order to provide service, Cincinnati Bell shall occasionally make use of poles owned in whole or in part by other utilities, both power and telephone, the continued use of which is in no way guaranteed. In the event the continued use of such poles is denied for any reason, Cincinnati Bell will make every reasonable effort to provide TV service over alternative routes and facilities. The Customer agrees that it will make no claims or undertake any action against any utility, including Cincinnati Bell, if the TV service provided to the Customer is interrupted or discontinued for this reason.

**1.12 Programming Content or Changes Disclaimer.**

1.12.1 The Customer shall not hold Cincinnati Bell responsible or liable for programming content, nor for any changes, additions, or deletions in its programming or time schedule associated therewith.

**1.13 Programming Reproduction.**

1.13.1 The Customer shall not record or tape any of the programming provided by Cincinnati Bell, nor shall the Customer allow any other person to do so, except for the personal use of the Customer. Customer agrees that the programs and other services provided by Cincinnati Bell will be utilized solely for Customer's personal use and will not be duplicated except in compliance with applicable law.

**1.14 Exhibition of Service.**

1.14.1 Customer shall not authorize or permit the exhibition of the Service in locations where an admission fee, cover charge, minimum or like sum is charged.

**1.15 Termination Charges.**

1.15.1 In the event that TV 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.