

**CINCINNATI BELL TELEPHONE COMPANY LLC**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 19 – Ethernet Service**

A. SERVICE DESCRIPTION

Ethernet Service is an end-to-end high-speed data transport service which customers use for LAN interconnection and/or high-speed Internet access.

B. DEFINITIONS OF TERMS

1. "Asynchronous Transfer Mode" is defined as high-speed, cell-based, connection-oriented, packet transmission protocol for handling data with varying bursts and bit rates.
2. "Customer's location" is defined as 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.
3. "Demarcation Point" is defined as 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 Ethernet Service presented by CBT to Customer.
4. "Diverse Route" is an optional service that offers an additional level of security to Ethernet Service by providing a transmission path to the customers serving central office that is different from the standard transmission path for the customer Ethernet Service. Both paths go to the customers serving central office.
5. "Diverse Central Office - different path" is an optional service that offers an additional level of security to Ethernet Service by providing a transmission path that takes a different route from the standard transmission path for the customer's Ethernet Service and goes to an alternative central office.
6. "Diverse Central Office – same path" is an optional service that offers an additional level of security to Ethernet Service by providing a transmission path that takes the same route as the customers Ethernet Service but travels through the customers serving central office to an alternative central office.
7. "Emulated LAN" (ELAN) is defined as a software-defined association of network elements whereby a connectionless network topology is emulated over a connection-oriented network topology. ELANs are defined in the ATM Forum's LAN Emulation (LANE) 1.0 specification.
8. "Ethernet LAN" is defined as a type of LAN whereby a workstation on the LAN, prior to sending a message to another workstation on the LAN, "listens" to determine if any other workstation is sending a message. If the first workstation "hears" no other messages being sent, it is permitted to send a message. If two or more workstations begin sending messages simultaneously, then each workstation ceases sending the message and a pre-set amount of time must elapse before either workstation may attempt to send again. Ethernet LAN meets IEEE standards 802.3 and 802.3u and operates at a variety of speeds.
9. Ethernet Service is defined as the engineering, configuration, installation, maintenance and repair services provided by CBT to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.

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10. "Local Area Network (LAN)" is defined as 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.
11. "Metropolitan Area Network (MAN)" is defined as 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.
12. "Native Mode" is defined as the operating speed of the communication on the originating or terminating LAN.
13. "Permanent Virtual Circuit" (PVC) is defined as a static logical connection used in packet and cell switched networks between two end points. PVCs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent virtual circuit in the network.
14. "Protected Port" is defined as a primary and secondary port in both the central office and at the customer's location, which enables traffic to recover to a secondary route automatically in the event of a primary route failure, therefore protecting all of the customer's data.
15. "Unprotected Ethernet Service" is defined as the standard Ethernet Service.
16. "Virtual LAN (VLAN)" is defined as a static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network.

**C. REGULATIONS**

1. CBT will provide Ethernet Service for one or more of the following types of LANs: Ethernet LANs operating at a variety of speed.
2. Regulations in this section are applicable to Ethernet Service, and are in addition to regulations in other sections of the Service Agreement.
3. A special educational offering under Ethernet Service, called Regional MultiMedia Educational Network, is available for municipal, county, and state public schools and to parochial and private schools. Qualifying institutions are in Section 5 of the Service Agreement. Regulations in this section of the Service Agreement are applicable to the Regional MultiMedia Educational Network Service.
4. Ethernet Service will be available 24 hours per day, 7 days per week, except as required to update, enhance, maintain and/or repair Ethernet Service. CBT reserves the right to perform these tasks, as needed, during off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m.
5. If a major outage to CBT's network occurs, including Ethernet Service, CBT will use reasonable efforts to restore Ethernet 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.

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6. CBT will furnish Customer with a telephone number which Customer will use to report any trouble with Ethernet Service.
7. Unless otherwise agreed in writing, CBT will provide Ethernet Service for data transmission only.
8. The electrical signals of Ethernet Service operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards: for Ethernet LANs operating at speeds of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, 100 Mbps and 1000 Mbps (Gigabit), IEEE Standards 802.3 and 802.3u (Carrier Sense Multiple Access with Collision Detection (SMA/CD) Access Method and Physical Layer Specifications).
9. Ethernet Service supports the following interfaces: (i) RJ45 10 base T and 100 base T connections, for Ethernet LAN's operating at a variety of speeds, and (ii) SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (Gigabit).
10. CBT will use its best efforts to repair any inoperable Ethernet Service port within 4 hours after Customer has notified CBT that such port is inoperable. If such port remains inoperable for more than 8 hours after Customer has notified CBT that such port is inoperable, CBT will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional 8-hour period that the port remains inoperable. The total amount of all credits for any one inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be CBT's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.
11. CBT will not be responsible for damages, malfunctions or failures caused by (a) Customer's failure to follow any operation or maintenance instructions provided by CBT to Customer; (b) Customer's repair, modification to or relocation of equipment used to provide service hereunder, or attachment of equipment not approved by CBT; and (c) abuse, misuse or negligent acts of Customer. Customer may request CBT to perform repair service for Customer in such instances on a time-and-materials basis.
12. The rates and charges set forth for Ethernet Service provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply.
13. At locations where Customer provides power to CBT, CBT is not responsible for out of service conditions caused by power outages.
14. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Ethernet Service 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.
15. Ethernet Service is offered under the Variable Term Payment Plan as outlined in Section 23 of this Service Agreement.
16. Early contract termination charges apply to Ethernet Service as outlined in Section 23 of this Service Agreement.

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17. Within like service types, customer may upgrade to a higher speed service or downgrade to a lower speed service without incurring termination charges.
18. Customer may add additional ports to its Ethernet Service or to its Ethernet Service Regional MultiMedia Education Network Service at the rates in effect at the time of such addition pursuant to the Ethernet Service section of the Service Agreement, respectively, provided CBT has sufficient existing equipment. If sufficient equipment capacity or outside plant facilities are not available, Customer will be responsible for any special construction or other charges required to add such additional port(s) to its Ethernet Service.
19. If the customer adds additional ports to its Ethernet Service 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 to 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 port.
20. 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 Ethernet 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, early contract termination charges may apply.
21. An initial port is required in order to provide Ethernet Service to a customer's location. Additional ports are only available to a customer's location with at least one initial port.
22. Additional port discounts do not apply to different customers at the same location.
23. Customer may move the location of its Ethernet Service to a location where sufficient central office capacity and outside plant facilities are available and retain the current monthly rates, but initial nonrecurring charges will be reapplied. The termination charges outlined in Section 4 of this Service Agreement, are applicable if Customer terminates because of a move to a location where sufficient central office capacity or outside plant facilities are not available.
24. Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on CBT's net income), imposed upon or relating to the provision or use of the products and services provided hereunder.
25. Customer's Obligations
  - a. Customer will furnish, at its expense, such space, electrical power and environmental conditioning at Customer's premises as CBT may reasonably require in connection with performing its obligations hereunder. Customer will permit CBT reasonable access to Customer's premises, in accordance with Customer's normal security procedures, in connection with providing service hereunder.
  - b. Customer will provide, install and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the Customer's side of the Demarcation Point. Customer shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with CBT's Ethernet Service and conform to the Technical Reference Specifications furnished by CBT to Customer in connection with this Service Agreement.

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- c. Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards. Any additional equipment or facilities necessary to comply with such standards shall be furnished by Customer at its expense.
- d. Without the prior written consent of CBT, Customer will not access, or attempt to access, any equipment or facilities furnished by CBT in connection with this Service Agreement. Customer will indemnify and hold harmless CBT, its officers, directors, employees and agents, from and against any loss or expense, of whatever nature, arising out of any unauthorized access to any equipment or facilities furnished by CBT in connection with this Agreement.
- e. 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 Ethernet 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 Ethernet Service reasonably requested by CBT.

26. Title to Equipment and Facilities

All equipment and facilities used by CBT in providing Ethernet Service hereunder will remain the sole property of CBT, whether or not attached to or embedded in reality, unless otherwise agreed to in writing by the parties with respect to specific equipment.

27. Ownership of Information

Customer agrees that any technical, financial or business information of CBT furnished to Customer in connection with this Agreement is confidential and proprietary to CBT, shall remain the property of CBT at all times and shall be returned to CBT upon request.

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D. RATES AND CHARGES

I. Electrical Port Type (Per Port)

II.

<u>Type of Service</u>	<u>Nonrec Charge</u>	<u>Monthly Rate</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>60 Mo.</u>	<u>USOC</u>
384 Kbps Ethernet LAN							
(Per Initial port)	\$ 250.00	\$ 350.00	\$ 350.00	\$ 339.50	\$ 325.50	\$ 308.00	LVZAG
(Per Add'l port)	250.00	350.00	350.00	339.50	325.50	308.00	LVZBG
768 Kbps Ethernet LAN							
(Per Initial port)	250.00	400.00	400.00	388.00	372.00	352.00	LVZAA
(Per Add'l port)	250.00	400.00	400.00	388.00	372.00	352.00	LVZBA
1.544 Mbps Ethernet LAN							
(Per Initial port)	250.00	500.00	500.00	485.00	465.00	440.00	LVZAH
(Per Add'l port)	250.00	500.00	500.00	485.00	465.00	440.00	LVZBH
3 Mbps Ethernet LAN							
(Per Initial port)	1000.00	700.00	700.00	679.00	651.00	616.00	LVZAS
(Per Add'l port)	1000.00	700.00	700.00	679.00	651.00	616.00	LVZBS
4.5 Mbps Ethernet LAN							
(Per Initial port)	1000.00	850.00	850.00	824.50	790.50	748.00	LVZAV
(Per Add'l port)	1000.00	850.00	850.00	824.50	790.50	748.00	LVZBV
6 Mbps Ethernet LAN							
(Per Initial Port)	1000.00	1200.00	1200.00	1164.00	1116.00	1056.00	LVZAW
(Per Add'l port)	1000.00	1200.00	1200.00	1164.00	1116.00	1056.00	LVZBW
10 Mbps Ethernet LAN							
(Per Initial port)	1000.00	900.00	900.00	873.00	837.00	792.00	LVZAU
(Per Add'l port)	500.00	250.00	250.00	242.50	232.50	220.00	LVZBU
100 Mbps Ethernet LAN							
(Per Initial port)	1000.00	1800.00	1800.00	1746.00	1674.00	1584.00	LVZA1
(Per Add'l port)	500.00	750.00	750.00	727.50	697.50	660.00	LVZB1
1 Gbps Ethernet LAN							
(Per Initial port)	1500.00	3500.00	3500.00	3395.00	3255.00	3080.00	LVZAO
(Per Add'l port)	1500.00	3500.00	3500.00	3395.00	3255.00	3080.00	LVZBO

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Regional MultiMedia Educational Network							
10 Mbps Ethernet LAN (Note 1)							
(Per Initial port)	\$1000.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	LVZGU
(Per Second port)	500.00	400.00	400.00	400.00	400.00	400.00	LVZHU
(Per ports 3 - 11)	500.00	---					LVZJU
100 Mbps Ethernet LAN (Note 1)							
(Per Initial port)	1000.00	1300.00	1300.00	1300.00	1300.00	1300.00	LVZG1
(Per Second port)	500.00	800.00	800.00	800.00	800.00	800.00	LVZH1
(Per ports 3 - 11)	500.00	---					LVZJ1
1 Gbps Ethernet LAN							
(Per Initial port)	1500.00	2500.00	2500.00	2425.00	2325.00	2200.00	LVZG2
(Per Add'l port)	1500.00	2500.00	2500.00	2425.00	2325.00	2200.00	LVZH2
Video Emulated LAN (Video ELAN)							
Per port (Note 2)	100.00	250.00	250.00	250.00	250.00	250.00	LVZKX
Protected Ports							
10 Mbps Ethernet LAN							
(Per Initial port)	1000.00	1500.00	1500.00	1455.00	1395.00	1320.00	WZEJ4
(Per Add'l port)	500.00	250.00	250.00	242.50	232.50	220.00	WZEJ5
100 Mbps Ethernet LAN							
(Per Initial port)	1000.00	2500.00	2500.00	2425.00	2325.00	2200.00	WZEJ6
(Per Add'l port)	500.00	750.00	750.00	727.50	697.50	660.00	WZEJ7
1 Gbps Ethernet LAN							
(Per Initial port)	1500.00	4500.00	4500.00	4365.00	4185.00	3960.00	WZEJ8
(Per Add'l port)	1500.00	4500.00	4500.00	4365.00	4185.00	3960.00	WZEJ9

**Note 1:** Requests for additional ports greater than eleven will be provided on an individual case basis (ICB). Rates and charges will be based on the current cost methodology.

**Note 2:** Nonrecurring charge applies when ELAN is installed subsequent to a port installation.

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II. Optional Features

<u>Type of Service</u>	<u>Nonrec Charge</u>	<u>Monthly Rate</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>60 Mo.</u>	<u>USOC</u>
Permanent Virtual Circuit/Virtual LAN (Note 1)	\$100.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	LVZLX
Permanent Virtual Circuit/Virtual LAN, Per Port (Note 1)							
LAN Connection	100.00	40.00	40.00	40.00	40.00	40.00	LVZMX
ISP Connection	100.00	100.00	100.00	100.00	100.00	100.00	LVP
Network Address Reconfiguration (Note 2)	110.00	---	---	---	---	---	N5WSM
Ethernet Service to Frame Relay Connection	110.00	---	---	---	---	---	NHCLA
Diverse Route	---	500.00	500.00	485.00	465.00	440.00	DCOXX
Diverse Central Office							
Same Path	---	1000.00	1000.00	970.00	930.00	880.00	DIVSP
Different Path	---	1250.00	1250.00	1213.00	1163.00	1100.00	DIVDP

Note 1: Nonrecurring charge applies when PVC/VLAN is installed subsequent to a port installation.

Note 2: A network address reconfiguration charge applies whenever a customer requests software modifications to a specific Ethernet Service port subsequent to the establishment of a port.