

CINCINNATI BELL TELEPHONE COMPANY LLC
Local Telephone Service Agreement - Kentucky

Section 12 – Ethernet Service

A. DEFINITIONS

1. Asynchronous Transfer Mode

A high-speed, cell-based, connection-oriented, packet transmission protocol for handling data with varying bursts and bit rates.

2. Customer 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.

3. Demarcation Point

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

4. Diverse Route

An optional service that offers an additional level of security to Ethernet Service by providing a transmission path to the Customer's serving central office that is different from the standard transmission path for the Customer's Ethernet Service. Both paths go to the Customer's serving central office.

5. Diverse Central Office - Different Path

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

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 Customer's Ethernet Service but travels through the Customer's serving central office to an alternative central office.

7. Emulated LAN (ELAN)

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.

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A. DEFINITIONS (Continued)

8. Ethernet LAN

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

The engineering, configuration, installation, maintenance and repair services provided by the Company under this section of the Agreement to the Customer necessary to interconnect multiple LANs to form a MAN for data transmission.

10. 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.

11. 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.

12. Native Mode

The operating speed of the communication on the originating or terminating LAN.

13. Permanent Virtual Circuit (PVC)

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

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.

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A. DEFINITIONS (Continued)

15. Unprotected Ethernet Service

The Company's standard Ethernet Service.

16. Virtual LAN (VLAN)

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.

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B. TERMS AND CONDITIONS

1. General

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

The Company will provide Ethernet Service for Ethernet LANs operating at a variety of speed.

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 defined in Section 20 Part H.2. of this Agreement. Terms and conditions in this section of the Agreement are applicable to the Regional Multimedia Educational Network Service.

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. The Company 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.

If a major outage to the Company's network occurs, including Ethernet Service, the Company 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.

The Company will furnish the Customer with a telephone number which the Customer will use to report any trouble with Ethernet Service.

Unless otherwise agreed in writing, the Company will provide Ethernet Service for data transmission only.

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).

Ethernet Service supports the following interfaces:

- a. RJ45 10 base T and 100 base T connections, for Ethernet LAN's operating at a variety of speeds
- b. SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (Gigabit).

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B. TERMS AND CONDITIONS (Continued)

The Company will use its best efforts to repair any inoperable Ethernet Service port within 4 hours after Customer has notified the Company that such port is inoperable. If such port remains inoperable for more than 8 hours after the Customer has notified the Company that such port is inoperable, the Company 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 the Company's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.

The Company will not be responsible for damages, malfunctions or failures caused by:

- a. Customer's failure to follow any operation or maintenance instructions provided by the Company to the Customer
- b. Customer's repair, modification to, or relocation of equipment used to provide service hereunder, or attachment of equipment not approved by the Company
- c. Abuse, misuse, or negligent acts of the Customer.

The Customer may request the Company to perform repair service for the Customer in such instances on a time-and-materials basis.

At locations where Customer provides power to the Company, the Company is not responsible for out of service conditions caused by power outages.

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 the Company for the actual expenses incurred by the Company in connection with such modification prior to the Company'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.

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 this section of the Agreement, respectively, provided the Company has sufficient existing equipment capacity and outside plant facilities to support such addition. 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.

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.

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B. TERMS AND CONDITIONS (Continued)

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.

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

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.

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

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.

2. Customer's Obligations

Customer will furnish, at its expense, such space, electrical power and environmental conditioning at Customer's premises as the Company may reasonably require in connection with performing its obligations hereunder. Customer will permit the Company reasonable access to Customer's premises, in accordance with Customer's normal security procedures, in connection with providing service hereunder.

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 the Company's Ethernet Service and conform to the Technical Reference Specifications furnished by the Company to the Customer in connection with this Agreement.

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.

Without the prior written consent of the Company, the Customer will not access, or attempt to access, any equipment or facilities furnished by the Company in connection with this Agreement. Customer will indemnify and hold harmless the Company, 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 the Company in connection with this Agreement.

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B. TERMS AND CONDITIONS (Continued)

Prior to requesting repair service from the Company, the 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 the Company.

3. Title to Equipment and Facilities

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

4. Ownership of Information

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

5. Expedite Charge

When placing an order for service(s) a Customer may request a service date that is sooner than the standard interval service date. If the Company agrees to and meets the requested expedite date, an expedite charge will apply and will be in addition to installation charges and all other nonrecurring charges. This charge will apply per circuit.

6. Service Order Due Date Change Charge

If a Customer requests a change to the service order due date for the installation of new services or rearrangements of existing services after 2 days of receiving the due date but before 5 days prior to the due date; a Service Order Due Date Change Charge will apply. If the request to change the date is within 5 days or less of the due date, this charge will triple. This charge will apply, per order, per occurrence, for each service order due date change.

C. RATES AND CHARGES

The rates and charges for Ethernet Service are shown in the Price List Section of this Agreement.