



## SERVICE GUIDE ETHERNET POINT-TO-POINT PRODUCT AND PRICING

### 1. SERVICE PRICES

| <u>Type of Service</u> | <u>MTM</u> | <u>Monthly Rates</u> |               |               |               |               |               | <u>USOC</u> |
|------------------------|------------|----------------------|---------------|---------------|---------------|---------------|---------------|-------------|
|                        |            | <u>12 Mo.</u>        | <u>24 Mo.</u> | <u>36 Mo.</u> | <u>48 Mo.</u> | <u>60 Mo.</u> | <u>84 Mo.</u> |             |
| 50 Mbps Ethernet       | 3000.00    | 2000.00              | 1250.00       | 1175.00       | 1138.00       | 1108.00       | 715.00        | LVZFA       |
| 100 Mbps Ethernet      | 3600.00    | 2400.00              | 1635.00       | 1493.00       | 1478.00       | 1445.00       | 915.00        | LVZFB       |
| 150 Mbps Ethernet      | 3712.50    | 2475.00              | 1705.00       | 1559.00       | 1541.00       | 1508.00       | 970.00        | LVZFC       |
| 200 Mbps Ethernet      | 3825.00    | 2550.00              | 1775.00       | 1625.00       | 1605.00       | 1570.00       | 1025.00       | LVZFD       |
| 250 Mbps Ethernet      | 3937.50    | 2625.00              | 1844.00       | 1691.00       | 1669.00       | 1632.00       | 1070.00       | LVZFE       |
| 300 Mbps Ethernet      | 4050.00    | 2700.00              | 1914.00       | 1756.00       | 1733.00       | 1694.00       | 1115.00       | LVZFF       |
| 350 Mbps Ethernet      | 4162.50    | 2775.00              | 1983.00       | 1822.00       | 1796.00       | 1756.00       | 1155.00       | LVZFG       |
| 400 Mbps Ethernet      | 4275.00    | 2850.00              | 2053.00       | 1888.00       | 1860.00       | 1818.00       | 1195.00       | LVZFH       |
| 450 Mbps Ethernet      | 4387.50    | 2925.00              | 2122.00       | 1953.00       | 1924.00       | 1879.00       | 1230.00       | LVZFJ       |
| 500 Mbps Ethernet      | 4500.00    | 3000.00              | 2191.00       | 2019.00       | 1988.00       | 1941.00       | 1265.00       | LVZFK       |
| 550 Mbps Ethernet      | 4612.50    | 3075.00              | 2261.00       | 2084.00       | 2051.00       | 2003.00       | 1305.00       | LVZFL       |
| 600 Mbps Ethernet      | 4725.00    | 3150.00              | 2330.00       | 2150.00       | 2115.00       | 2065.00       | 1345.00       | LVZFM       |
| 650 Mbps Ethernet      | 4837.50    | 3225.00              | 2399.00       | 2216.00       | 2179.00       | 2127.00       | 1385.00       | LVZFN       |
| 700 Mbps Ethernet      | 4950.00    | 3300.00              | 2469.00       | 2281.00       | 2243.00       | 2189.00       | 1425.00       | LVZFO       |
| 750 Mbps Ethernet      | 5062.00    | 3375.00              | 2538.00       | 2347.00       | 2306.00       | 2251.00       | 1473.00       | LVZFP       |
| 800 Mbps Ethernet      | 5175.00    | 3450.00              | 2608.00       | 2413.00       | 2370.00       | 2313.00       | 1520.00       | LVZFQ       |
| 850 Mbps Ethernet      | 5287.50    | 3525.00              | 2677.00       | 2478.00       | 2434.00       | 2374.00       | 1558.00       | LVZFR       |
| 900 Mbps Ethernet      | 5400.00    | 3600.00              | 2746.00       | 2544.00       | 2498.00       | 2436.00       | 1595.00       | LVZFS       |
| 950 Mbps Ethernet      | 5456.25    | 3638.00              | 2810.00       | 2611.00       | 2561.00       | 2502.00       | 1608.00       | LVZFT       |
| 1 Gbps Ethernet        | 5512.50    | 3675.00              | 2874.00       | 2679.00       | 2625.00       | 2568.00       | 1620.00       | LVZFU       |

Special Construction charges may apply

|   |            |             |
|---|------------|-------------|
| Expedite Charge, per order:                                   | \$1,500.00 | USOC: CX4GX |
| Design Change Charge, per order:                              | \$ 100.00  | USOC: H28   |
| Service Date Change Charge, per order:                        | \$ 100.00  | USOC: OMC   |
| Design Management Charge,<br>per request circuit level moved: | \$1,150.00 | USOC: PCC10 |
| Circuit Identification Charge,<br>per occurrence:             | \$ 300.00  | USOC: NRTAG |

## 2. DESCRIPTION:

2.1 Ethernet Point-to-Point Service is a SONET-based Special Access Service that provides high volume optical transport in a point-to-point circuit configuration between one customer-designated premises to another customer-designated premises, or between a customer-designated premises, and a Telephone Company location.

2.2 Ethernet Point-to-Point Service provides a customer a dedicated custom network. The network is in a architecture designed to provide increased reliability and functionality connecting multiple customer-designated locations and specified Telephone Company central Offices.

2.3 When any additional services are added, such installations may cause a service interruption to existing channels.

2.4 Services with time-delay sensitive protocols have facility length limitations and may affect the design/availability of Ethernet Point-to-Point Service. The Telephone Company will work cooperatively with the customer to determine if the desired services can operate between the customers designated premises.

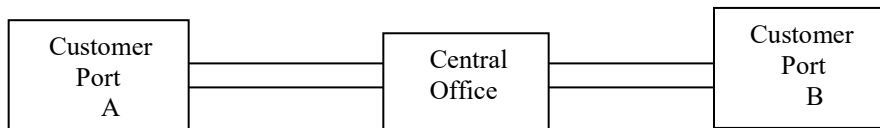
2.5 The minimum configuration would be two ports either at a serving wire center or at a customer premises site. If the ports are not in a serving wire center, a central office management site for monitoring is required. An optical amplifier located at a serving wire center can be used as a monitoring site.

2.6 Ethernet Point-to-Point Service is configured with diversely routed fiber whenever possible. Routing of fiber may be diversified from the customer premises to their serving wire center or alternate serving wire center as determined by the Telephone Company, and where facilities are available, to ensure that loop fibers follow separate paths to the serving wire center or alternate serving wire center. Special construction costs may be incurred to ensure diverse routing of the fiber. In addition, IOF (interoffice facility) fiber paths may be diversified to ensure that at any serving wire center drop node, the fibers do not egress and ingress at the same location. In cases where the serving wire center does not have multiple entrance fiber facilities, the section of the fiber from the manhole closest to the serving wire center will be routed within the same duct structure.

2.7 At the customer's request, additional protection to the customer premises nodes can be provided via dual entrance facilities. This special request will cause the customer to incur special construction costs. Without this special request, diverse fiber is provided to the manhole closest to the customer premises. The customer or building owner is responsible for providing the conduit.

2.8 In the case where dual entrance facilities are not established at the customer premises, collapsed facilities from the customer premises to the building equipment location are not diverse.

#### Ethernet Point-to-Point Service



THIS CINCINNATI BELL SERVICES AGREEMENT IS SUBJECT TO CINCINNATI BELL GENERAL TERMS AND CONDITIONS. BY SUBMITTING AN ACCESS SERVICE REQUEST, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS.

### 3. SERVICE AND RATES

3.1 In addition to the Service Prices, Customer will incur any and all charges that may be mandated by any regulatory Commission with jurisdiction over Cincinnati Bell or Ethernet Point-to-Point Service .

3.2 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Ethernet Point-to-Point Service prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual time and material expenses incurred by it 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.

3.3 Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and Cincinnati Bell accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order may be canceled by Cincinnati Bell and reissued with the appropriate cancellation charges applied unless the customer indicates that billing for the service is to commence.

3.4 If nonrecurring charges associated with the installation of Ethernet Point-to-Point Service are waived and the Ethernet Point-to-Point Service is then terminated

prior to the expiration of the Initial Term, the Customer will become liable for payment of the waived charges.

#### 4. TERM

4.1 Ethernet Point-to-Point Service available for a minimum term of 12 months, or under a term payment plan of 24, 36, 48, 60 or 84 months. If a Customer terminates a service, without cause, prior to the expiration of the term, the Customer will pay to Cincinnati Bell 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 end of the applicable 12, 24, 36, 48 60, or 84-month term payment plan.

4.2 The initial term for the individual services covered under this Supplement shall be specified in the applicable Access Service Request.

4.3 Following expiration of the term of a service covered under this Supplement, the service will automatically renew on a month-to-month term at the then-current rate in the rate schedule, unless either party provides written notice to terminate at least thirty (30) days prior to expiration of the initial or any renewal term.

#### 5 . OUTAGE ADJUSTMENTS

5.1 An interruption of service will start when an inoperative Ethernet Point-to-Point Service is reported to Cincinnati Bell and end when the service is operative. In any month, as a result of an interruption or series of interruptions, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element and are the complete remedy to the Customer for service interruptions.

5.2 Any service interruptions greater than 30 consecutive minutes will result in a credit equal to 1/1440 of the applicable monthly charge for the service involved. The same credit will apply for each additional 30-minute period that the service remains inoperative.