

## ACCESS SERVICE

8. Billing Name and Address (BNA) Service8.1 General Description

Billing Name and Address Service, hereinafter referred to as BNA, is the provision of a name and address within the Telephone Company records to which billing is rendered. BNA is normally associated with a telephone number assigned to a customer and can have one or more telephone numbers consolidated with the BNA for billing purposes. BNA may or may not be the listed name and address or the location of the customer's exchange telephone service.

8.2 Undertaking of the Telephone Company

The Telephone Company will, subject to procedures established for Customer Account Record Exchange, hereinafter referred to as CARE, furnish the BNA except as described below; (1) when available in the Telephone Company data base and (2) whenever a customer initiates a request through such procedures. (C)

The Telephone Company will provide a copy(ies) of the CARE publication, as revised or amended, to each customer upon request or when notification to the Telephone Company is made regarding establishment of a presence within its operating territory.

The Telephone Company will not provide BNA information for unlisted and nonpublished end users who request nondisclosure. Unlisted and nonpublished end users who request nondisclosure of their BNA information will be excluded from making third party or receiving collect calls. (C)

8.3 Liability of the Telephone Company

Approval of language by the FCC does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of any exculpatory clauses.

Notwithstanding the provisions of Section 2 of this tariff regarding liability, no liability for damages to the customer or any other person or entity shall attach to the Telephone Company for its action or conduct of its employees in providing BNA in the absence of willful misconduct.

(This page filed under Transmittal No. 651)

Issued: February 23, 1994

Effective: April 9, 1994

Senior Vice President  
201 East Fourth Street  
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8. Billing Name and Address (BNA) Service (Cont'd)8.4 Obligations of the Customer

The customer shall order BNA through the established Telephone Company CARE procedures, as amended or revised. (C)

The customer shall accord proprietary treatment to listings. Anyone acquiring BNA access from the Telephone Company must use BNA only for billing and collecting and it may not be used for marketing purposes. Customers are prohibited from disclosing BNA except to governmental law enforcement agencies, authorized billing and collection agents and as described above.

8.5 Rate Regulations

For each customer BNA request, indicated through the CARE procedure, the rate set forth in 8.6 following applies. The charge applies for all inquiries including but not limited to record not found, duplicate request, invalid request, and invalid information.

The minimum charge for BNA service usage during a month is \$50.00 (C)  
For example:

1. A customer submits 3 BNA requests in a given month (3 x \$0.97 = \$2.91). The customer would pay the minimum charge of \$50.00.
2. A customer submits 112 BNA requests in a given month. The monthly charge would be \$99.16. ((100 x \$.97) + (12 x \$.18)) = \$99.16. The minimum charge would not be assessed since the per BNA cost is greater than \$50.00.

If BNA service is not used during the month, no charges are assessed. (C)

8.6 Rates and Charges

	<u>Nonrecurring Charge</u>
Start Up Charge	\$ 500.00(R)
<u>Requests per Month*</u>	<u>Rate per Customer Request</u>
1 - 100	\$ 0.97
101 - 500	0.18
501 - 1000	0.064
over 1000	0.04

\* \$50.00 Minimum Monthly charge if BNA service used. (C)  
(This page filed under Transmittal No. 784)

Issued: August 7, 2003

Effective: August 22, 2003

Vice President  
201 East Fourth Street  
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CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35  
3rd Revised Page 111  
Cancels 2nd Revised Page 111

ACCESS SERVICE

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35  
3rd Revised Page 112  
Cancels 2nd Revised Page 112

ACCESS SERVICE

(D)  
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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35  
2nd Revised Page 112.1  
Cancels 1st Revised Page 112.1

ACCESS SERVICE

(D)  
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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35  
2nd Revised Page 112.2  
Cancels 1st Revised Page 112.2

ACCESS SERVICE

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35  
2nd Revised Page 113  
Cancels 1st Revised Page 113

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35  
3rd Revised Page 114  
2nd Revised Page 114

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35  
2nd Revised Page 114.1  
Cancels 1st Revised Page 114.1

ACCESS SERVICE

Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

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TARIFF FCC NO. 35  
3rd Revised Page 115  
Cancels 2nd Revised Page 115

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
2nd Revised Page 116  
Cancels 1st Revised Page 116

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35  
2nd Revised Page 116.1  
Cancels 1st Revised Page 116.1

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35  
4th Revised Page 117  
Cancels 3rd Revised Page 117

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
2nd Revised Page 118  
Cancels 1st Revised Page 118

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
2nd Revised Page 119  
Cancels 1st Revised Page 119

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
2nd Revised Page 119.1  
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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
3rd Revised Page 120  
Cancels 2nd Revised Page 120

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
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TARIFF FCC NO. 35  
2nd Revised Page 121  
Cancels 1st Revised Page 121

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Issued: November 26, 1986

Effective: January 1, 1987

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201 East Fourth Street  
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TARIFF FCC NO. 35  
2nd Revised Page 122  
Cancels 1st Revised Page 122

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Issued: November 26, 1986

Effective: January 1, 1987

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2nd Revised Page 123  
Cancels 1st Revised Page 123

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Issued: November 26, 1986

Effective: January 1, 1987

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TARIFF FCC NO. 35  
1st Revised Page 123.1  
Cancels Original Page 123.1

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Issued: November 26, 1986

Effective: January 1, 1987

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2nd Revised Page 124  
Cancels 1st Revised Page 124

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Issued: November 26, 1986

Effective: January 1, 1987

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201 East Fourth Street  
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2nd Revised Page 125  
Cancels 1st Revised Page 125

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Issued: November 26, 1986

Effective: January 1, 1987

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1st Revised Page 125.1  
Cancels Original Page 125.1

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Issued: November 26, 1986

Effective: January 1, 1987

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2nd Revised Page 126  
Cancels 1st Revised Page 126

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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2nd Revised Page 127  
Cancels 1st Revised Page 127

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Issued: November 26, 1986

Effective: January 1, 1987

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201 East Fourth Street  
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1st Revised Page 127.1  
Cancels Original Page 127.1

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Issued: November 26, 1986

Effective: January 1, 1987

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201 East Fourth Street  
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2nd Revised Page 128  
Cancels 1st Revised Page 128

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Issued: November 26, 1986

Effective: January 1, 1987

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201 East Fourth Street  
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2nd Revised Page 129  
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Issued: November 26, 1986

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1st Revised Page 129.1  
Cancels Original Page 129.1

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Issued: November 26, 1986

Effective: January 1, 1987

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201 East Fourth Street  
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2nd Revised Page 130  
Cancels 1st Revised Page 130

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Effective: January 1, 1987

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201 East Fourth Street  
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1st Revised Page 130.1  
Cancels Original Page 130.1

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2nd Revised Page 131  
Cancels 1st Revised Page 131

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Effective: January 1, 1987

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201 East Fourth Street  
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2nd Revised Page 132  
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Effective: January 1, 1987

Vice President  
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2nd Revised Page 133  
Cancels 1st Revised Page 133

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Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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2nd Revised Page 134  
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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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2nd Revised Page 135  
Cancels 1st Revised Page 135

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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2nd Revised Page 136  
Cancels 1st Revised Page 136

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
3rd Revised Page 137  
Cancels 2nd Revised Page 137

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

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TARIFF FCC NO. 35  
2nd Revised Page 138  
Cancels 1st Revised Page 138

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

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TARIFF FCC NO. 35  
1st Revised Page 138.1  
Cancels Original Page 138.1

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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2nd Revised Page 139  
Cancels 1st Revised Page 139

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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2nd Revised Page 140  
Cancels 1st Revised Page 140

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

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2nd Revised Page 141  
Cancels 1st Revised Page 141

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35  
1st Revised Page 141.1  
Cancels Original Page 141.1

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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2nd Revised Page 142  
Cancels 1st Revised Page 142

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
2nd Revised Page 143  
Cancels 1st Revised Page 143

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
1st Revised Page 143.1  
Cancels Original Page 143.1

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(D)

Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
2nd Revised Page 144  
Cancels 1st Revised Page 144

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(D)

Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
2nd Revised Page 145  
Cancels 1st Revised Page 145

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
1st Revised Page 145.1  
Cancels Original Page 145.1

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(D)

Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
2nd Revised Page 146  
Cancels 1st Revised Page 146

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(D)

Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
2nd Revised Page 147  
Cancels 1st Revised Page 147

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(D)

Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
2nd Revised Page 148  
Cancels 1st Revised Page 148

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(D)

Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
2nd Revised Page 149  
Cancels 1st Revised Page 149

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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1st Revised Page 149.1  
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ACCESS SERVICE

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(D)

Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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2nd Revised Page 150  
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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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2nd Revised Page 151  
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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
4th Revised Page 152  
Cancels 3rd Revised Page 152

ACCESS SERVICE

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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TARIFF FCC NO. 35  
3rd Revised Page 152.1  
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ACCESS SERVICE

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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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3rd Revised Page 153  
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(D)

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Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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4th Revised Page 154  
Cancels 3rd Revised Page 154

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(D)

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Issued: November 26, 1986

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Vice President  
201 East Fourth Street  
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3rd Revised Page 154.1  
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Reserved for future use.

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Issued: November 26, 1986

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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4th Revised Page 155  
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Issued: November 26, 1986

Effective: January 1, 1987

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201 East Fourth Street  
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2nd Revised Page 156  
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Issued: November 26, 1986

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Issued: November 26, 1986

Effective: January 1, 1987

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Issued: November 26,

Effective: January 1, 1987

Vice President  
201 East Fourth Street  
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## ACCESS SERVICE

9. Directory Assistance Service

The Telephone Company will provide Directory Assistance (DA) Service to a customer from Directory Assistance Service locations (DA location).

9.1 General Description

DA Service provides Directory Access Service to DA locations, use of DA access equipment, and use of DA operators to provide telephone numbers.

9.2 Undertaking of the Telephone Company

- (A) A Telephone Company DA operator, when furnished a name and locality, will provide or attempt to provide the telephone number listed in the Telephone Company DA records associated with the name given at the rates and charges as set forth in 9.6 following. The Telephone Company's contact with the customer's end user shall be limited to that effort necessary to process a customer's end user's request for a telephone number; and the Telephone Company will not transfer, forward or redial a customer's end user call to any other location for any purpose other than provision of DA Service.
- (B) A maximum of two (2) requests for telephone numbers will be accepted per call to the DA operator.
- (C) A telephone number which is not listed in DA records will not be available to the customer's end user.
- (D) The Telephone Company will specify the DA location which provides the DA Service for each numbering plan area code (NPA). The DA locations are as shown in NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF F.C.C. No. 4. (T)

When it becomes necessary, as determined by the Telephone Company, to change a DA location, the Telephone Company will notify the involved customers six months prior to the change. For such changes, the regulations as set forth in 2.1.7 preceding apply.

- (E) When DA Service is ordered, Directory Access Service will be provided between the customer premises and the DA location by the Telephone Company at rates and charges as set forth in 9.6 following, as follows.

## ACCESS SERVICE

9. Directory Assistance Service (Cont'd)9.2 Undertaking of the Telephone Company (Cont'd)

(E) (Cont'd)

(1) General

Each Directory Access Service will consist of the following:

- An Interface Group equipped with an available Premises Interface Code at the customer's premise.
- Directory Transport between the premise of the ordering customer and the DA switch location.

When required by the Telephone Company, a separate Directory Access Service trunk group will be provided for DA Service for each NPA. Separate trunk groups will be required when the Telephone Company notifies the customer that the mechanized search of its data base and its mechanized operator practices require a mechanized identification of the NPA code for which the customer's end user desires DA information.

Further, when an access tandem is available and is provided, the Directory Access Service will be provided, at Telephone Company choice, either as a separate Directory Access Service trunk group or in combination with Feature Group B or D Switched Access Service.

(C)

(2) Interface Group and Premise Interface Code

Interface Groups 2, 6 and 9 as set forth in 6.1.3(B)(5) preceding are available for Directory Access Service. When only Directory Access Service is provided, only the following Premise Interface Codes are available:

4DS9-15	6EA2-E	4RV2-O
4DS6-44	6EA2-M	
	4SF3	

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Issued: August 1, 1995

Effective: September 15, 1995

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

9. Directory Assistance Service (Cont'd)9.2 Undertaking of the Telephone Company (Cont'd)

## (E) (Cont'd)

(2) Interface Group and Premise Interface Code (Cont'd)

Such Premise Interface Codes are described in 6.1.3(B)(2) preceding. When Directory Access Service is combined with Feature Group B or D Switched Access Service, the Premise Interface Code for the combination will be the available Premise Interface Code provided for the Feature Group B or D Switched Access Service ordered by the customer. Except as set forth in 9.4(A) following, the Interface Groups and Premises Interface Codes provided under a Special Order for Directory Access Service are subject to the order conditions as set forth in 5. preceding. For purposes of applying the order regulations, a DA switch location is considered to be a customer end user serving wire center. (C)

(3) Directory Transport

Directory Transport provides the transmission facilities and transport termination between the premises of the ordering customer and the DA switch location. For purposes of determining Directory Transport mileage, distance will be measured from the wire center that normally serves the customer premises to the DA location(s).

Directory Transport is a two-way voice frequency transmission path composed of Switched Access transport facilities as set forth in 6.1.3 preceding. The two-way voice frequency path transports calls in the terminating direction (from the premises of the ordering customer to the DA switch location). The following rate elements, which are more fully described in 6.1.3 preceding, are applicable.

## ACCESS SERVICE

9. Directory Assistance Service (Cont'd)9.2 Undertaking of the Telephone Company (Cont'd)

(E) (Cont'd)

(3) Directory Transport (Cont'd)

- Entrance Facility for the transport of the DA call from the customer's premises to the serving wire center of that premises over dedicated facilities. (N)
- Direct Trunked Transport for the transport of the DA call from the customer's serving wire center to the DA switch location over dedicated facilities.
- Tandem Switched Transport (i.e., Tandem Switched Transmission, and Tandem Switching) for the transport of the DA call from the customer's serving wire center to the DA switch location with switching at a tandem.
- Interconnection Charge for the Switched Transport costs that are not recovered by the Entrance Facility, Direct Trunked Transport, Tandem Switched Transport, Multiplexing or CCSAC Link and port rates.
- Multiplexing DS3 to DS1 Multiplexing charges apply when a High Capacity DS3 Entrance Facility or Direct Trunked Facility is connected with High Capacity DS1 Direct Trunked Transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

DS1 to Voice Grade Multiplexing charges apply when a High Capacity DS1 Entrance Facility or Direct Trunked Facility is connected with Voice Grade Direct Trunked Transport. The DS1 to voice multiplexer will convert a 1.544 Mbps channel to 24 Voice Grade channels.

Multiplexing is only available at wire centers identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4, WIRE CENTER INFORMATION. (N)

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(This page filed under Transmittal No. 634)

Issued: September 1, 1993

Effective: December 1, 1993

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## ACCESS SERVICE

9. Directory Assistance Service (Cont'd)9.2 Undertaking of the Telephone Company (Cont'd)

(E) (Cont'd)

(3) Directory Transport (Cont'd)

The customer will determine whether the Directory Service is to be routed directly to a DA switch location or through an access tandem switch appropriately equipped for DA measurement and served by DA trunks to the DA switch location when such an access tandem switch is available. The combination of Feature Group B or D Switched Access Service with DA Service will only be provided at such available and appropriately equipped access tandem switches. (C)

When Directory Transport is provided using Direct Trunked Transport DA switch location, no address signaling is provided. When Directory Transport is provided with the use of an access tandem switch, wink start-start pulsing signaling is provided at the access tandem switch. When access tandem routing is provided, the customer shall address each call to the DA switch location using NPA + 555 + 1212 or when required by the Telephone Company, 555-1212. Only NPA codes handled by the DA switch location served by the access tandem switch will be processed.

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(This page filed under Transmittal No. 684)

Issued: August 1, 1995

Effective: September 15, 1995

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ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.2 Undertaking of the Telephone Company (Cont'd)

(E) (Cont'd)

(3) Directory Transport (Cont'd)

The number of Directory Transport transmission paths provided is based on the customer's order and is determined by the Telephone Company in a manner similar to Switched Access Service transmission paths as set forth in 6.5.5 preceding.

(T)  
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(T)

Except as set forth in 9.4 (A) following, Directory Transport provided under a Special Order is subject to the order conditions as set forth in 5. preceding.

(T)  
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(T)

(4) Special Facilities Routing

A customer may request that Directory Access service be provided via Special Facilities Routing. The regulations, rates and charges for Special Facility Routing (Avoidance, Diversity and Cable Only) are as set forth in 11. following.

## ACCESS SERVICE

9. Directory Assistance Service (Cont'd)9.2 Undertaking of the Telephone Company (Cont'd)

(E) (Cont'd)

(5) Design Layout Report

The Telephone Company will provide to the customer the makeup of the facilities and services provided under this section as Directory Access Service. This information will be provided in the form of a Design Layout Report similar to that as set forth in 6.1.5. Design Layout Reports for Directory Access Service will be provided only when specifically requested by the customer. The Design Layout Report will be provided to the customer at no charge, and will be reissued or updates whenever the facilities provided for the customer's use are materially changed.

(6) Transmission Specifications

Directory Access Service is provided with either Type A or B Transmission Specification. The specifications associated with the parameters are guaranteed to the DA switch location, whether routed directly or via an access tandem. Type B Transmission Specification is provided with Interface Groups 2, 6, and 9 when routed direct to a DA switch location. Type A Transmission Specification is provided with Interface Groups 2, 6, and 9 when routed via an access tandem switch.

When DA Service is combined with Feature Group D Switched Access Service, Type A Transmission Specification is provided. When DA Service is combined with Feature Group B Switched Access Service, Type B Transmission Specification is provided for Interface Groups 2, 6 and 9.

(D)

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(D)

Type A and B Transmission Specifications are set forth in 6.4.1 preceding.

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(This page filed under Transmittal No. 684)

Issued: August 1, 1995

Effective: September 15, 1995

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## ACCESS SERVICE

9. Directory Assistance Service (Cont'd)9.2 Undertaking of the Telephone Company (Cont'd)

(E) (Cont'd)

(7) Acceptance Testing and Testing Capabilities

The acceptance testing and testing capabilities for Directory Access Service traffic routed through an access tandem are the same as those for the associated Feature Group D end office switching. The acceptance testing for Directory Access Service traffic routed directly to or routed in a separate trunk group through an access tandem to the DA location will be as set forth in 6.1.6 preceding. The testing capabilities for Directory Access Service traffic routed directly to or routed in a separate trunk group through an access tandem to the DA location will be as set forth for cooperative scheduled testing or manual scheduled testing in 13. following. (C)

- (F) Trunk side switching is provided at the DA Service access location. The DA Service access location will provide trunk answer and disconnect supervisory signaling.
- (G) The Telephone Company will distribute the calls received over the Directory Access Services to the DA operators using the DA location access equipment.
- (H) In the event that the telephone number is unavailable to the DA operator, no credit applies for the charge for the call to the DA operator. When the DA location or DA operator equipment or terminals are out of service due to a Telephone Company equipment failure or an incorrect number is provided, a credit as set forth in 9.4(H) following will apply.
- (I) DA Service may, at the option of the customer, be provided for interstate and intrastate communications. When the customer requests such mixed access, the interstate DA Service charges will be determined by the Telephone Company using the data furnished by the customer as set forth in 2.3.14 preceding.
- (J) The Telephone Company does not provide Directory Assistance Service for 500 NXX, 800 NXX or 900 NXX Access Service.

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(This page filed under Transmittal No. 684)

Issued: August 1, 1995

Effective: September 15, 1995

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ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.3 Obligations of the Customer

- (A) The customer shall determine and order the trunks and interface (C)  
type of Directory Access Service it needs for DA Service. (C)
- (B) When DA Service is initially ordered, the customer shall order  
the service for at least six months. Thereafter, additional  
service may be ordered for a minimum of six months. Not later  
than three months prior to the end of the six month period, the  
customer shall notify the Telephone Company if the service is  
to be discontinued at the end of the six month period. If no  
notice is received from the customer the Telephone Company will  
automatically extend the service for another six months and all  
appropriate charges as set forth in 9.6 following for another six  
months will apply.
- (C) The customer facilities at the premises of the ordering customer  
shall provide the necessary on-hook and off-hook supervision.
- (D) When requested by the Telephone Company, the customer shall order  
a separate trunk group for DA Service for each NPA. The conditions  
when the customer will be requested to order separate trunk groups  
for each NPA are set forth in 9.2(E)(1) preceding.
- (E)
- (F) The customer understands that DA operators will respond to only (T)  
two (2) telephone number requests per call and will not  
transfer, forward or redial the call to another location for  
any purposes other than the provision of DA Service.

(This page filed under Transmittal No. 634)

Issued: September 1, 1993

Effective: December 1, 1993

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**9. Directory Assistance Service (Cont'd)**

(A) Minimum Periods

If DA Service is discontinued prior to the end of each six month period, the charges that apply for the remaining months are the non-recoverable costs. Such costs include the non-recoverable cost of equipment and material ordered, provided or used, plus the non-recoverable cost of installation and removal including the costs of engineering, labor supervision, transportation, rights-of-way and other associated costs less estimated net salvage.

The minimum monthly charge for Directory Assistance Service calls is the charge as set forth in 9.6 following for the actual usage for the month.

(D)

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(D)

CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35  
18th Revised Page 207.9  
Cancels 17th Revised Page 207.9

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.4 Payment Arrangements (Cont'd)

(D)

(D)

(This page filed under Transmittal No. 634)

Issued: September 1, 1993

Effective: December 1, 1993

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## ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

(M)

9.4 Payment Arrangements (Cont'd)(D) Cancellation of a Special Order

A customer may cancel a Special Order for DA Service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the Special Order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

When a customer cancels a Special Order for DA Service after the order date but prior to the start of service, the appropriate charges as set forth in 5. preceding apply for the Directory Access Service cancelled. In addition, a charge equal to any unrecoverable capital costs incurred by the Telephone Company will apply to the customer.

(E) Changes to Special Orders

When a customer requests changes to a pending order for DA Service, such changes will be undertaken if they can be accommodated by the Telephone Company. The appropriate charges as set forth in 5. preceding apply for the Directory Access Service changed. In addition, a charge equal to any other costs incurred by the Telephone Company because of the change will apply.

(M)

Certain regulations on this page formerly appeared in ECA Tariff F.C.C . No. 1 on 3rd Revised Page 599.

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Issued: July 2, 1985

Effective: October 1, 1985

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## ACCESS SERVICE

9. Directory Assistance Service (Cont'd)9.4 Payment Arrangements (Cont'd)(F) Moves

A move involves a change in the physical location of the point of termination at the customer premises or of the customer premises. Moves will be treated as set forth in 6.7.7 preceding and all associated nonrecurring charges will apply. Minimum period requirements will be established at the new location as set forth in 6.7.7 preceding. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

(G) DA Service Rearrangements

Nonrecurring charges apply for service arrangements. Service rearrangements are as set forth in 6.7.1(C)(3) preceding. The Service Rearrangement Charges are as set forth in 6.7.1(C)(3) for the type of change provided by the Telephone Company.

(H) Credit Allowance for DA Service

- (1) When the DA location or DA operator equipment or terminals are out of service due to a Telephone Company equipment failure or an incorrect number is provided and a customer DA call has been answered or forwarded to a DA operator, a credit allowance for a call answered or forwarded to the DA operator equal to the rate for a Directory Assistance Service Call as set forth in 9.6 following will be applied to the customer's charges. (C)

(C)

|  
(C)

- (2) In addition to the credit as set forth in (1) preceding, when a DA operator or DA equipment provides an incorrect number for a call and the customer reports such occurrences to the Telephone Company, a credit allowance for such DA call will apply. The credit will be as set forth in (3) following. When the customer reports such a call and the number requested, the number provided and the reason the number provided is incorrect, the number of calls for which a credit will apply will be developed by the Telephone Company in cooperation with the customer.

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(This page filed under Transmittal No. 634)

Issued: September 1, 1993

Effective: December 1, 1993

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## ACCESS SERVICE

9. Directory Assistance Service (Cont'd)9.4 Payment Arrangements (Cont'd)(H) Credit Allowance for DA Service (Cont'd)

- (3) When a DA call is not completed due to the failure of Directory Access Service to DA locations, DA access equipment or DA operator activities, a credit allowance for the Switched Access Service portion in the originating LATA of such DA call will apply. When the customer reports such a call and DA number dialed, time of the call and the date of the call, the number of calls for which a credit will apply will be developed by the Telephone Company in cooperation with the customer. The credit will be as set forth following:

a)		(D)
		(D)
b) Credit per call when Feature Group A and/or B Switched Access Service is billed	0.0097	(C)
c) Credit per call when Feature Group D Switched Access Service is billed	0.0097	(C)

- (4) Credit allowances for other service interruptions will be provided as set forth in 2.4.4 preceding.

9.5 Rate Regulations

- (A) The Directory Assistance service call charge as set forth in 9.6 (A) following, applies for each call to DA Service. A call is a call which has been answered by or forwarded to a DA operator. The charge applies whether or not the DA operator provides the requested telephone number. The number of calls answered or forwarded to DA operators will be accumulated by Telephone Company measuring equipment. A credit for the provision of an incorrect telephone number will be applied as set forth in 9.4(H) preceding.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.5 Rate Regulations (Cont'd)

- (B) The mileage for Directory Transport is measured from the serving wire center for the premises of the ordering customer to the DA switch location. Title Page notwithstanding, these two wire centers may be in different LATAs. In addition, the premises of the ordering customer must be in the LATA where DA service is requested or in the LATA where the DA switch location is located. The measurement will be performed as set forth in 6.7.13 preceding.
- (C) The charge per call for Directory Transport, as set forth in 9.6 (B) following, applies for each call to DA service. A call is as set forth in (A) preceding. The number of calls will be accumulated as set forth in (A) preceding.

9.6 Rates and Charges

The rates and charges are:

- (A) Directory Assistance  
Service call, each \$0.3000(I)
- (B) Directory Access Service
  - Directory Access Installation Charges are the same  
Charge as those set forth in 6.8.2(c) preceding
  - Directory Transport

The following Switched Transport charges set forth in 6.8.2 preceding are also applicable to Directory Transport Service and will be assessed on the same basis as the Switched Transport rate regulations described in 6.1.3 preceding:

- Entrance Facility
- Direct Trunked Transport
- Multiplexing

(This page filed under Transmittal No. 706)

Issued: June 16, 1997

Effective: July 1, 1997

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## ACCESS SERVICE

9. Directory Assistance Service (Cont'd)9.6 Rates and Charges (Cont'd)(B) Directory Access Service (Cont'd)

The following Switched Transport charges will be assessed on a per call basis unlike switched transport which is assessed on a minute-of-use basis. However, all other terms and conditions, as set forth in 6.1.3, will apply.

	<u>Rate Per Call</u>
Tandem - Switched Transmission	
Fixed	\$0.0002
Per Mile	\$0.0001
Tandem - Switching	\$0.001168
Interconnection Charge	\$0.000000 (R)
Multiplexing Charge	\$0.000001 (I)

(This page filed under transmittal No. 722)

Issued: June 16, 1998

Effective: July 1, 1998

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## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements10.1 General

This section covers Access Services that are provided to a customer (C)  
for use only by agencies or branches of the Federal Government and  
other users authorized by the Federal Government Federal  
Government. Services provided to state emergency operations  
control communications, including communications for national  
security, emergency preparedness and presidential requirements.  
They are required to assure continuity of Government in emergency  
and crisis situations and to provide for national security. In  
addition, this section covers Telecommunications Service Priority (N)  
(TSP) System services and procedures as set forth in 10.8.1(D) |  
since it is administered by the Federal Government. (N)

Services for command and control communications and for national  
security and emergency preparedness sometimes require short notice and  
short duration service provisions. These provisions are especially  
man-made, or declared emergencies. Requirements of this type cannot be  
forecasted and are usually needed for a relatively short period. The  
provision of service under these conditions may require the  
availability of facilities, such as portable microwave equipment, which  
are provided on a temporary basis by the Telephone Company or Customer.

10.2 Emergency Conditions

These services will be provided on the date requested or as soon as  
possible thereafter when the emergency falls into one of the following  
categories:

- (A) State of crisis declared by the National Command Authorities  
(includes commitments made to the National Communications System in  
the "National Plan for Emergencies and Major Disasters").

ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)

10.2 Emergency Conditions (Cont'd)

- (B) Efforts to protect endangered U.S. personnel or property both in the U.S. and abroad. (Includes space vehicle recovery and protection efforts.)
- (C) Communications requirements resulting from hostile action, a major disaster or a major civil disturbance.
- (D) The director (Cabinet level) of a Federal department, Commander of a Unified/Specified Command, or head of a military department has certified that a communications requirement is so critical to the protection of life and property or to the National Defense that it must be processed immediately.
- (E) Political unrest in foreign countries which affect the national interest.
- (F) Presidential Service.

10.3 Intervals to Provide Service

Certain services provided under the provisions of this section of tariff are provided on an individual case basis. Therefore, orders for such service shall be placed under the Negotiated Interval provisions set forth in 5.2.1(B) preceding. (C)

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10.4 Safeguarding of Service10.4.1 Facility Availability

In order to insure communications during periods of emergency, the Telephone Company will, within the limits of good management, make available the necessary facilities to restore service in the event of damage or to provide temporary emergency service as set forth in 10.8.1(D) and 10.8.3(D) following. (C)

10.4.2 Utilization of Government Owned Facilities

In order to meet the requirements of agencies or branches of the Federal Government, the Telephone Company may utilize government-owned facilities, when necessary to provide service.

10.5 Federal Government Regulations

In accordance with Federal Government Regulations, all service provided to the Federal Government will be billed in arrears. However, this provision does not apply to other customers that obtain services under the provisions of this tariff to provide their services to the Federal Government.

10.6 Mileage Application

Mileage, when used for rate application in this section of the tariff, shall be determined by the V and H Coordinates Method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., WIRE CENTER AND INTERCONNECTION INFORMATION, TARIFF F.C.C. No. 4 and administered as set forth in 7.4.6 preceding. (C)

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10.7 Move Charges

When service without a maximum termination liability charge associated with it, as set forth in 10.8.1 and 10.8.2 following, is moved to a new location within the same building or to a different building, all associated nonrecurring charges apply. (C)  
(C)

When service with a maximum termination liability charge associated with it, as set forth in 10.8.1 and 10.8.2 following, is moved and is reinstalled at a new location, the customer may elect:

- to pay the unexpired portion of the maximum termination liability charge for the service, if any, with the application of a nonrecurring charge and the establishment of a new maximum termination liability charge for such service at the new location, or
- to continue service subject to the unexpired portion of the maximum termination liability charge, if any, and pay the estimated costs of moving such service, provided that the customer requests these charges be quoted prior to ordering the service move. Charges for moving such service will be based on estimated costs attributable to the move.

Move charges include the estimated costs of removal, restoration of services or facilities necessitated by the move, transportation, storage, reinstallation, engineering, labor, supervision, materials, administration, and any other specific items of cost directly attributable to the move.

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10.8 Service Offerings

The following unique services are provided to a customer for use only by agencies or branches of the Federal Government, other authorized users and state emergency operations centers. The rates and charges for certain services shall be developed on an individual case basis and shall be consistent with the rates and charges for services offered in other sections of this tariff. (C)

10.8.1 Type and Description(A) Voice Grade Special Access Services(1) Voice Grade Secure Communications Type I

Approximate bandwidth of 10-50,000 Hertz. Furnished for two-point secure communications on two-wire or four-wire metallic facilities between IC premises and end user's premises. Services are conditioned as follows:

T-3 Conditioning - The absolute loss (referenced to 1 milliwatt) with respect to frequency shall not exceed:

15 dB at 10 Hz  
13 dB at 100 Hz  
9 dB at 1,000 Hz  
20 dB at 10,000 Hz  
30 dB at 50,000 Hz

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd) (C)(x)10.8 Service Offerings (Cont'd) (T)(x)10.8.1 Type and Description (Cont'd)(A) Voice Grade Special Access Services (Cont'd)(1) Voice Grade Secure Communications Type I (Cont'd)

Additional conditioning (available in one or two directions on four-wire facilities only) to provide the following characteristics:

The absolute loss (referenced to one milliwatt) with respect to frequency shall not exceed:

0 db at 1,000 Hz  
+ 1 dB between 1,000 Hz and 40,000 Hz  
+ 2 dB between 10 Hz and 50,000 Hz  
- (+ means more loss)

The net loss of the conditioned service (with or without additional conditioning) shall not vary by more than four dB at 1,000 Hz from the levels specified above. Voice frequency signaling or supervisory tones can be transmitted.

(2) Voice Grade Secure Communications Type II

Approximate bandwidth 10-50,000 Hz. Furnished on four-wire metallic facilities for duplex operation for two-point secure communications between an IC premises on an end user's premises and an end user's premises. Services are conditioned as follows:

G-1 Conditioning - The absolute loss with respect to frequency and the net loss variation shall be the same as Voice Grade Secure Communications Type I services without additional conditioning. Voice frequency signaling or supervisory tones can be transmitted.

(x) Filed under authority of Special Permission No. 86-246 of the Federal Communications Commission.

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Issued: April 15, 1986

Effective: April 22, 1986

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## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd) (C)(x)10.8 Service Offerings (Cont'd) (T)(x)10.8.1 Type and Description (Cont'd)(A) Voice Grade Special Access Services (Cont'd)(3) Voice Grade Secure Communications Type III

Approximate bandwidth 10-50,000 Hz. Furnished on four-wire metallic facilities for duplex operation for two-point secure communications between an IC premises switch and an end user's premises. Services are conditioned as follows:

G-2 Conditioning - The absolute loss with respect to frequency and the net loss variation from the switch to an end user's premises shall be the same as Voice Grade Secure Communications Type I services without additional conditioning; from an end user's premises to the switch shall be the same as Voice Grade Secure Communications Type I services with additional conditioning. Voice frequency signaling or supervisory tones can be transmitted.

(4) Voice Grade Secure Communications Type IV

Approximate bandwidth 10-50,000 Hz. Furnished on four-wire metallic facilities for duplex operation for two-point secure communication between two IC premises switches. Services are conditioned as follows:

G-3 Conditioning - The absolute loss with respect to frequency and the net loss variation shall be the same in both directions of transmission as Voice Grade Secure Communications Type I services with additional conditioning. Voice frequency signaling or supervisory tones can be transmitted.

(x) Filed under authority of Special Permission No. 86-246 of the Federal Communications Commission.

---

Issued: April 15, 1986

Effective: April 22, 1986

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## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd) (C)(x)10.8 Service Offerings (Cont'd) (T)(x)10.8.1 Type and Description (Cont'd)(B) Wideband Digital Special Access Service

Service arrangements for secured communications to accommodate the transmission of binary digital baseband signals in a random polar format.

(1) Wideband Secure Communications Type I

For transmission at the rate of 18,750 bits per second.

(2) Wideband Secure Communications Type II

For transmission at the rate of 50,000 bits per second.

(3) Wideband Secure Communications Type III

To accommodate the transmission of restored polar two-level facsimile signals with a minimum signal element width of twenty microseconds at a rate of 50,000 bits per second.

To accommodate the transmission of binary digital baseband signals in a random polar format at the rate of 50,000 bits per second.

(C) Special Routing Access Service

(N)(x)

Special Routing Access Service is furnished only to an IC for an agency or branch of the Federal Government. This service provides the customer's end users the ability to originate and terminate calls to or from the customer's premises utilizing a Special Routing Plan. (N)(x)

Certain regulations previously found on this page can now be found on page 208.2.

(x) Filed under authority of Special Permission No. 86-246 of the Federal Communications Commission.

Issued: April 15, 1986

Effective: April 22, 1986

Vice President  
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## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10.8 Service Offerings (Cont'd)10.8.1 Type and Description (Cont'd)(C) Special Routing Access Service (Cont'd)

This service is an optional service which operates in conjunction with Trunk Side Premium Access Service furnished to an IC under provisions of this tariff.

The Telephone Company will record Special Routing Access Service Active Mode Trunk Usage, and will bill the customer in accordance with these records. The hours for each trunk ordered will be summed and then rounded to the nearest hour, except that when the total is less than one hour, one hour will be used to determine the charge.

(D) Telecommunications Service Priority (TSP) System

(N)

- (1) Priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" (NCS) H 3-1-2 dated July 9, 1990, and "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual" (NCS) H 3-1-1.

(x)

(x)

The TSP System is a service, developed to meet the requirements of the Federal Government, as specified in the Service Vendor's Handbook and Service User's Manual which provides the regulatory, administrative and operational framework for the priority installation and/or restoration of NSEP telecommunications services. These include both Switched and Special Access Services. The TSP System applies only to NSEP telecommunications services, and requires and authorizes priority action by the Telephone Company providing such services.

(N)

(x) Issued under authority of Special Permission No. 90-674 of the Federal Communications Commission.

Issued: July 27, 1990

Effective: September 10, 1990

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## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10.8 Service Offerings (Cont'd)10.8.1 Type and Description (Cont'd)(D) Telecommunications Service Priority (TSP) System  
(Cont'd)

(N)

- (2) The TSP System's applicability is limited to Switched Access Services which the Telephone Company can discreetly identify for priority provisioning and/or restoration.
- (3) Some of the elements required for the TSP System are included in other sections of this tariff as general service offerings. They have been referenced in this section to reflect the complete TSP System with appropriate references to those other sections of the tariff for regulations, rates and charges.
- (4) The customer for TSP System Service also must be the same customer for the Access Service with which it is associated.
- (5) Under certain conditions it may be necessary to preempt one or more customer services with a lower or no Priority Restoration in order to install or restore NSEP telecommunications service(s) of a higher priority. If such preemption is necessary, and if circumstances permit, the Telephone Company will make reasonable effort to notify the preempted service customer of the action to be taken. Credit allowance for such service preemption shall be made in accordance with the provisions set forth in 2.4.4(E) preceding concerning Temporary Surrender of a Service.
- (6) The customer, in obtaining TSP System service, acknowledges and consents to the provision of certain customer service record information by the Telephone Company to the Federal Government, as specified in the TSP Service Vendor Handbook, in order for the Government to maintain and administer its overall TSP System. This customer service record information will include only TSP Authorization Code and Telephone Company Circuit/Service ID.

(N)

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10.8 Service Offerings (Cont'd)10.8.1 Type and Description (Cont'd)(D) Telecommunications Service Priority (TSP) System  
(Cont'd)

(N)

- (7) When Priority Restoration Maintenance and Administration, as defined in the TSP Service Vendor Handbook, is discontinued (Revocation of Assigned Priority Restoration), and the associated Access Service is continued in service, the charge specified in 10.8.2(D)(2)(C) will not apply for such a discontinuance.
- (8) Credit allowance for service interruption for Priority Restoration Maintenance and Administration shall be the same as for the Access Service with which it is associated as set forth in 2.4.4 preceding.
- (9) Certain activities performed by the Telephone Company in association with the TSP System are as follows:
- (a) Priority Installation Invocation includes System Development, Verification, Confirmation and Preemption.
  - (b) Priority Restoration Level Implementation includes System Development, Verification and Confirmation.
  - (c) Priority Restoration Level Change includes Verification and Confirmation.
  - (d) Priority Restoration Maintenance and Administration includes Reconciliation and Preemption.
- (10) The customer, in obtaining a Priority Installation and/or Restoration, recognizes that quoting charges and obtaining permission to proceed with the installation or restoration of certain Access Services will cause unnecessary delays and, as a result, would be contrary to the aforementioned Rules and Regulations. In subscribing to Priority Installation and/or Restoration service the customer recognizes this condition and grants the Telephone Company the right to quote charges after the restoration has been completed.

(N)

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10.8 Service Offerings (Cont'd)10.8.1 Type and Description (Cont'd)(D) Telecommunications Service Priority (TSP) System  
(Cont'd)

- (11) Existing Restoration Priority (RP), as delineated in 13.3.2 following, will remain in effect for thirty (30) months (until March 10, 1993). If RP Service is converted to TSP the customer will incur the Priority Restoration Level Implementation Nonrecurring Charge as specified in 10.B.2(D)(2)(a) following.

(E) Government Emergency Telecommunications Service (GETS)

(N)

The Government Emergency Telecommunications Service (GETS) provides authorized federal government end users with a National Security and Emergency Preparedness (NSEP) switched voice and data communications service utilizing the public switched network through a special code(s) in the Telephone Company's end offices. GETS is activated at the request of the Federal Government or its authorized agent. GETS facilities may not be used for non-national security or non-emergency government telecommunications, non-GETS services or by unauthorized end users.

GETS operates in conjunction with Switched Access Services provided under other provisions of this tariff. GETS charges will have a PIU of 100%. The credit allowances for service interruption for GETS is the same as for the Access Service with which it is associated as set forth in 2.4.4 (Credit Allowance for Service Interruptions) and 2.4.5 (Service Assurance Warranty Schedule).

(N)

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10. 8 Service Offerings (Cont'd)10.8.1 Type and Description (Cont'd)(E) Government Emergency Telecommunications Service (GETS)

(N)

## Features

## (1) Alternate Carrier Routing (ACR) Feature

GETS Alternate Carrier Routing (ACR) is an advanced network feature and is available where facilities exist in suitably equipped end offices. The GETS ACR feature provides for the routing of the GETS universal access number to a sequence of GETS carriers. GETS ACR allows NSEP end users to use the public switched network to provide enhanced call completion capability on calls made during times of national emergencies or disaster. GETS ACR provides alternate route capability on calls originated from lines served by end offices equipped with the GETS ACR feature to the GETS universal access number.

When the presubscribed carrier is a participating GETS carrier, GETS ACR enables calls first to be routed for completion to the presubscribed carrier of the originating line. When the presubscribed carrier is not a participating GETS carrier, then a table (Selection Order Data Set) determines the GETS carrier. The Selection Order Data Set contains three alternatives for a GETS carrier and is preselected on a per end office basis using data provided by the Federal Government or its authorized agent.

The ACR feature will apply to the originating CBT segment of a GETS call. The GETS access number will cause the activation of a trigger in the applicable end office, using Advanced Intelligent Network (AIN) capabilities to provide a GETS caller with alternate routing in CBT's network to an ordered set of interexchange carrier (IXC) access routes.

(N)

(This page filed under Transmittal No. 708)

Issued: July 9, 1997

Effective: July 24, 1997

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10. 8 Service Offerings (Cont'd)10.8.1 Type and Description (Cont'd)(E) Government Emergency Telecommunications Service (GETS)  
(Cont'd)Features (Cont'd)

An ACR-equipped office can offer up to three IXC route choices to GETS callers. At non-ACR-equipped end offices, GETS calls will be routed to the caller's subscribed carrier or carrier designated by the IC Subscription override code, if dialed. (C)

(2) GETS Calling Party Number (CPN) Overlay Feature

Where technically feasible and facilities permit, the GETS Calling Party Number (CPN) Overlay Feature is included with GETS ACR in suitably equipped GETS ACR End offices. The CPN feature will not be offered separate from the ACR feature, but may be excluded. The Federal Government or its authorized agent will determine the unique GETS CPN. The GETS CPN Overlay Feature allows the network CPN information to be changed from the value of the actual calling party to a unique GETS number for all GETS ACR calls. The unique GETS CPN, not the actual calling party, is passed to the participating GETS carrier. (C)

(This page filed under Transmittal No. 755)

Issued: November 13, 2000

Effective: November 28, 2000

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)

10.8 Service Offerings (Cont'd)

10.8.1 Type and Description (Cont'd)

(E) Government Emergency Telecommunications Service (GETS)  
(Cont'd)

(3) Reports

There are two reports available with GETS: (C)  
Call Data Report and Service Control Point (SCP) Data. (T)  
Data. (D)  
(D)

(a) Call Data Report

The Call Data Report provides call detail associated with GETS ACR usage. The Call Data Report is populated with data from recordings of GETS calls.

(b) Service Control Point (SCP) Data Report

The SCP Data Report tables a count of the GETS carrier selection order list sent to the GETS ACR end offices for GETS calls that were processed. This report provides an aggregated total of each of the call categories by end office.

(D)

(D)

ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)

10.8 Service Offerings (Cont'd)

10.8.1 Type and Description (Cont'd)

(E) Government Emergency Telecommunications Service (GETS)  
(Cont'd)

(D)

(D)

Cancellation

Prior to deployment of the GETS service, the Government may terminate performance of work, in whole or in part, if termination is in the Government's interest. Cincinnati Bell Telephone, upon receiving a Notice of Termination, will immediately stop work as specified in the notice; place no further subcontracts or orders for materials, services or facilities except to complete continued portion of the contract; terminate all subcontracts to the extent related to the work terminated; settle all outstanding liabilities and termination settlement proposals; transfer title and deliver to the Government work in progress, plans, information, and any other material which would normally be furnished to the Government if the GETS service had been completed;

(This page filed under Transmittal No. 709)

Issued: November 6, 1997

Effective: November 21, 1997

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)  
10.8 Service Offerings (Cont'd)10.8.1 Type and Description (Cont'd)(E) Government Emergency Telecommunications Service (GETS)  
(Cont'd)Cancellation (Cont'd)

complete performance of work not terminated; protect property related to GETS service which Government has interest; and submit a final termination settlement proposal no later than one year from the effective date of termination, unless extended in writing by the Government within the one-year period.

System Modification Charge

Following customer acceptance of the GETS system, any customer-initiated system modifications and enhancements or customer support at the customer's request and not due to system defect, will be billed to the customer with a minimum of one hour.

Billing

CBT shall invoice for the applicable services, in arrears, as follows:

Nonrecurring Charges:

- . ACR-CDR Implementation - Initial Development Charge upon acceptance of service.
- . CDR End Office Setup and Activation or Deactivation upon activation or deactivation. Invoice should include written confirmation of activation/deactivation.

Recurring Charges:

Billed on monthly or annual basis:

- . ACR (per end office)

(D)  
|  
(D)

(This page filed under Transmittal No. 709)

Issued: November 6, 1997

Effective: November 21, 1997

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10.8 Service Offerings (Cont'd)10.8.1 Type and Description (Cont'd)(E) Government Emergency Telecommunications Service (GETS)  
(Cont'd)

(N)

A single monthly charge which covers all of the end offices and may be billed on a monthly or annual basis:

- . Call Data Report
- . SCP Data Report

In the event that a customer request results in system modification charges, the associated maintenance charges will be accumulated and billed monthly.

(N)

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd) (C)(x)10.8 Service Offerings (Cont'd) (T)(x)10.8.2 Rates and Charges (T)(x)(A) Voice Grade Special Access Service

The provision of T-3 and G conditioned services contemplates station and tandem switching operations, using customer provided equipment, as well as Special Access Service. Separate narrowband or voice grade services, where required by the customer provided equipment or switching operation, are furnished in accordance with the applicable sections of this tariff.

Voice Grade Secure Communications	USOC	Monthly Nonrecurring Termination	
		Rates	Charges
Type I, each			
T-3 Conditioning,	GCA++	ICB rates and charges apply	
Additional Conditioning, per service termination	GTO++	ICB rates and charges apply	
Type II, each			
G-1 Conditioning,	GCB++	ICB rates and charges apply	
Type III, each			
G-2 Conditioning,	GCC++	ICB rates and charges apply	
Additional Conditioning, per service termination	G20++	ICB rates and charges apply	

(x) Filed under authority of Special Permission No. 86-256 of the Federal Communications Commission.

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Issued: April 15, 1986

Effective: April 22, 1986

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd) (C)(x)10.8 Service Offerings (Cont'd) (T)(x)10.8.2 Rates and Charges (Cont'd) (T)(x)(A) Voice Grade Special Access Service (Cont'd)

<u>Voice Grade Secure Communications</u>	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	<u>Termination Charges</u>
Type IV, each G-3 Conditioning, Additional, Conditioning, per service termination	GCD++	ICB rates and charges apply		
	G30++	ICB rates and charges apply		

(B) Wideband Digital Special Access Service

<u>Wideband Secure Communications</u>	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	<u>Termination Charges</u>
Type I, each	GW1++	ICB rates and charges apply		
Type II, each	GW2++	ICB rates and charges apply		
Type III, each	GW3++	ICB rates and charges apply		

(C) Special Routing Access Service

(N)(x)

The following rates and charges are in addition to all other rates and charges that may be applicable for other services that may be furnished under the provisions of this tariff to operate in conjunction with this service:

	<u>USOC</u>	<u>Rates</u>	<u>Nonrecurring Charges</u>	
(1) Special Routing Access Service Special Routing Plan Setup, per Switching System	G1B	-	\$288.45	(N)(x)

Certain regulations previously found on this page can now be found on page 208.2.1.  
(x) Filed under authority of Special Permission No. 86-246 of the Federal Communications Commission.

Issued: April 15, 1986

Effective: April 22, 1986

Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)

(N)

10.8 Service Offerings (Cont'd)10.8.2 Rates and Charges (Cont'd)(C) Special Routing Access Service (Cont'd)

	<u>USOC</u>	<u>Rates</u>	<u>Nonrecurring Charges</u>
(2) Special Routing Access Service Trunk Group Setup, per End Office or Tandem Office Switching Systems, per occurrence			
- Telephone Company Selection	G1D	-	\$442.15
- Customer Selection	G1S++	Rates and Charges Will Be Developed   On Individual Case Basis	
(3) Special Routing Access Service Mode Selection (Active or Deactive), per Switching System, per occurrence			
	G1E	-	73.46
(4) Special Routing Access Service Trunk Usage, when in an active mode, per trunk, per hour	G1T	\$0.54*	

\* This rate is in addition to Trunk Side Premium Access Service rates, as set forth in 6. preceding, that apply on an ongoing basis regardless of the mode selected as set forth in (3) preceding.

(N)

(x) Filed under authority of Special Permission No. 86-246 of the Federal Communications Commission.

Issued: April 15, 1986

Effective: April 22, 1986

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10.8 Service Offerings (Cont'd)10.8.2 Rates and Charges (Cont'd)(C) Special Routing Access Service (Cont'd)

	<u>USOC</u>	<u>Rates</u>	<u>Nonrecurring Charges</u>
(5) Special Routing Access Service Maintenance and Administration, per Switching System, per month	G1M	\$144.75	-

(D) Telecommunications Service Priority (TSP) System

The following rates and charges are in addition to all other rates and charges that may be applicable for other services that may be furnished under the provisions of this tariff which operate in conjunction with the TSP System. This includes, but is not limited to, Maintenance of Service as set forth in 13.3.1 following.

	<u>USOC</u>	<u>MONTHLY Rates</u>	<u>Nonrecurring Charges</u>
(1) Priority Installation (PI) of an Access Service - Invocation includes System Development, Verifica- tion, Confirmation and Preemption*			
Prime Service Vendor	PIAPX	-	\$944.69
Subcontractor	PIASX	-	944.69

\* When an Access Service is ordered with both PI and PR, the associated nonrecurring charge for PR applies.

Issued: July 27, 1990

Effective: September 10, 1990

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10.8 Service Offerings (Cont'd)10.8.2 Rates and Charges (Cont'd)(D) Telecommunications Service Priority (TSP) System (N)  
(Cont'd)

## (1) Priority Installation (Cont'd)

- (a) Expedited (Emergency or Essential) Regulations, rates and charges are the same as those set forth in 5.2.2(D) preceding for the Switched or Special Access Service for which PI is required.

- (b) Utilizing Specially Constructed Regulations, rates and Facilities charges are the same as those set forth in this Company's Tariff F.C.C. No. 39 for Special Construction of the facilities for Switched or Special Access Service for which PI is required.

	USOC	MONTHLY Rates	Nonrecurring Charges
(2) Priority Restoration (PR) Level Implementation on an Access Service			
(a) When PR level is implemented - includes System Development Verification and Confirmation*,			
Prime Service	PR5PX	-	\$944.69
Vendor			
Subcontractor	PR5SX	-	\$944.69

\* When an Access Service is ordered with both PI and PR, the associated nonrecurring charge for PR applies.

(N)

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10.8 Service Offerings (Cont'd)10.8.2 Rates and Charges (Cont'd)(D) Telecommunications Service Priority (TSP) System  
(Cont'd)

(N)

	<u>USOC</u>	<u>MONTHLY Rates</u>	<u>Nonrecurring Charges</u>	
(2) Priority Restoration (PR) (Cont'd)				
(b) When the PR level is changed on an associated working Access Service - includes Verification and Confirmation				
Prime Service	PR8PX	-	\$61.81	
Vendor				
Subcontractor	PR8SX	-	61.81	
(c) Administrative and maintenance of PR Service - includes Reconciliation and Preemption				
Prime Service	PR9PX	\$1.22	-	
Vendor				
Subcontractor	PR9SX	1.22	-	(N)

## ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements (Cont'd)10.8 Service Offerings (Cont'd)10.8.2 Rates and Charges (Cont'd)(E) Government Emergency Telecommunications Service (GETS)

	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	
ACR Implementation - Initial Development Charge		\$211,350.00	
End Office Setup and Activation or Deactivation (per end office)		\$ 1,250.00	
ACR (per end office)	\$ 13.00		(C)
Call Data Report (for all end offices)	\$ 35.00		
Service Control Point (SCP) Data Report (for all end offices)	\$ 115.00		
			(D)
			(D)
	<u>Hourly Rate</u>		
System Modification Charge (minimum billed time of one hour)	\$ 125.00/hour		

(This page filed under Transmittal No. 709)

Issued: November 6, 1997

Effective: November 21, 1997

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

11. Special Facilities Routing of Access Services11.1 Description of Special Facilities Routing of Access Services

The services provided under this tariff are provided over such routes and facilities as the Telephone Company may elect. Special Facilities Routing is involved when, in order to comply with requirements specified by the customer, the Telephone Company provides Switched Access Service, Special Access Service or Federal Government Specialized Service or Arrangements in a manner which includes one or more of the following conditions: (T)  
(T)

11.1.1 Diversity

Two or more services, or portions thereof, must be provided over not more than two different routes, e.g., physical geographical routes, separate cable sheaths, different carrier transmission systems, different microwave systems, etc. (T)  
(T)

11.1.2 Avoidance

A service must be provided on a route which avoids specified geographical locations.

11.1.3 Cable-Only Facilities

Certain Voice Grades services are provided on Cable-Only Facilities to meet the particular needs of a customer.

Service is provided subject to the availability of Cable-Only facilities. In the event of service failure, restoration will be made through the use of any available facilities as selected by the Telephone Company.

Avoidance and Diversity are available on Switched Access Service as set forth in 6. preceding, Special Access Services as set forth in 7. preceding and Federal Government Specialized Service or Arrangements as set forth in 10.8 preceding. (C)  
Cable-Only Facilities are available for Switched Access (T)  
Service as set forth in 6. preceding; Voice GradeSpecial Access Services as set forth in 7.2.3 preceding and Federal Government Specialized Service or Arrangements as set forth (T)  
in 10.8 preceding.

## ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd) (M)11.1 Description of Special Facilities Routing of Access Services (Cont'd)

In order to avoid the compromise of special routing information, the Telephone Company will provide the required routing information for each specially routed service to only the ordering customer. If requested by the customer, this information will be provided when service is installed and prior to any subsequent changes in routing. (M)

The offering of Special Facilities Routing of Access Services contemplates the use of existing facilities. Should facilities not be available, it may be necessary to construct such facilities, either as (1) normal or (2) Special Construction. If Special Construction is involved, the regulations, as set in the CINCINNATI BELL TELEPHONE COMPANY'S SPECIAL CONSTRUCTION TARIFF F.C.C. No. 39 apply. However, the applicable rates and charges shall be filed in this section of this tariff, not the Special Construction tariff. In either case of (1) or (2) preceding, the rates and charges for administration and any other specific items of cost directly attributable to the provision of this service shall be filed in this section also. (N)

The rates and charges for Special Facilities Routing of Access Services as set forth in 11.2 following are in addition to all other rates and charges that may be applicable for services provided under other sections of this tariff. (M)

11.2 Rates and Charges for Special Facilities Routing of Access Service (T)

The rates and charges for Special Facilities Routing of Access Services are as follows: (T)

11.2.1 Diversity (M)

For each service provided in accordance with 11.1.1 preceding, the rates and charges will be developed on an individual case basis and filed following:

USOC

SYD++ (M)

Certain regulations on this page formerly appeared in ECA Tariff F.C.C. No. 1 on 1st Revised Page 614.

Issued: July 2, 1985

Effective: October 1, 1985

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd) (N)11.2.1 Diversity (Cont'd)  
Customer

## AT&amp;T Communications

To provide local loop conduit diverse routing of two circuits, XHGS 318331 CB and XHGS 318332 CB, from AT&T Communications POP located at 229 West Seventh Street, to 644 Linn Street. Due to common conduit systems, diverse routing does not exist for the following: 1) from the office manhole (Manhole # 163) to the W. 7th St. Central Office, and 2) from the Linn Street complex manhole (Manhole # 9817) to the customer building in the complex.

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
- Total System	SYDEA	\$40.00	\$5,157.00

Minimum Period: 60 Months

(N)

Issued: March 1, 1988

Effective: April 15, 1988

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd) (M)
- 11.2 Rates and Charges for Special Facilities Routing of Access Service  
(Cont'd)
- 11.2.2 Avoidance
- For each service provided in accordance with 11.1.2 preceding, the rates and charges will be developed on an individual case basis and filed following:
- USOC  
SYA++
- 11.2.3 Diversity and Avoidance Combined
- For each service provided in accordance with 11.1.1 and 11.1.2 preceding, combined, the rates and charges will be developed on an individual case basis and filed following:
- USOC  
SYB++
- 11.2.4 Cable-Only Facilities
- For each service provided in accordance with 11.1.3 preceding, the rates and charges will be developed on an individual case basis and filed following:
- USOC  
SYC++ (M)

Certain regulations on this page formerly appeared in ECA Tariff F.C.C. No. 1 on 1st Revised Page 614 and 615.

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Issued: July 2, 1985

Effective: October 1, 1985

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

ACCESS SERVICE

12. Specialized Service Or Arrangements

12.1 General

Specialized Service or Arrangements may be provided by the Telephone Company, at the request of a customer, on an individual case basis if such service or arrangements meet the following criteria:

- (A) The requested service or arrangements are not offered under other sections of this tariff.
- (B) The facilities utilized to provide the requested service or arrangements are of a type normally used by the Telephone Company in furnishing its other services.
- (C) The requested service or arrangements are provided within a LATA.
- (D) The requested service or arrangements are compatible with other Telephone Company services, facilities, and its engineering and maintenance practices.
- (E) This offering is subject to the availability of the necessary Telephone Company personnel and capital resources.

12.2 Move Charges

- (A) When service without a maximum termination liability charge associated with it is moved to new location within the same building or to a different building, all associated nonrecurring charges will apply. (C)  
(C)

(This page filed under Transmittal No. 612)

Issued: October 29, 1992

Effective: December 13, 1992

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

ACCESS SERVICE

12. Specialized Service Or Arrangements (Cont'd) (T)

12.2 Move Charges (Cont'd)

- (B) When service with a maximum termination liability charge associated with it is moved and is reinstalled at a new location, the customer may elect:
- to pay the unexpired portion of the maximum termination liability charge for the service, if any, with the application of a nonrecurring charge and the establishment of a new maximum termination liability charge for such service at the new location, or
  - to continue service subject to the unexpired portion of the maximum termination liability charge, if any, and pay the estimated costs of moving such service, provided that the customer requests these charges be quoted prior to ordering the service move. Charges for moving such service will be based on estimated costs attributable to the move.

Move charges include the estimated costs of removal, restoration of service or facilities necessitated by the move, transportation, storage, reinstallation, engineering, labor, supervision, materials, administration, and any other specific items of cost directly attributable to the move.

12.3 Rates and Charges

Rates and charges, and additional regulations if applicable, for specialized service or arrangements provided on an individual case basis are filed following:

(Z)

## ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)12.3 Rates and Charges (Cont'd))12.3.1 Hillshire Farms & Kahn's

(N)

To provide additional entrance facilities from the customers  
building location to CBT's serving manhole.

	<u>USOC</u>	<u>Non-Recurring Charge</u>
Entrance Facilities	93PHF	\$13,305.00

(N)

## ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)12.3 Rates and Charges (Cont'd)12.3.2 General Cable

To provide additional entrance facilities from the customer building location to CBT's serving manhole.

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
Entrance Facilities	VCZGC	\$1,400.00	\$1,000.00

(N)

(N)

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(This page filed under Transmittal No. 624)

Issued: April 8, 1993

Effective: May 22, 1993

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)12.3 Rates and Charges (Cont'd)12.3.3 Fidelity Investments

To provide additional entrance facilities from the  
customer building location to CBT's serving manhole.

	<u>USOC</u>	<u>Non-Recurring Charge</u>	(N)
Entrance Facilities	93PF1	\$ 37,000.00	(N)

(This page filed under Transmittal No. 633)

Issued: August 18, 1993

Effective: October 4, 1993

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)12.3 Rates and Charges (Cont'd)12.3.4 MCI

To provide special construction for additional facilities and equipment to maintain two complete diverse routes from MCI POP locates in Cincinnati, Ohio to FAA Tower (Greater Cincinnati Airport) in Northern Kentucky.

	<u>USOC</u>	<u>Nonrecurring Charge</u>
Facilities and Equipment	93PMC	\$70,930.60

(N)

(N)

## ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)12.3 Rates and Charges (Cont'd)12.3.3 Fidelity Management and Research Company

To provide a 622.08 Mbps of protected bandwidth facility in a Ring Architecture to the following addresses: 100 Magellan and 200 Magellan, Covington, KY, WS CO., Blue Ash, OH., and EV C.O.

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
622.08 Mbps Facility	1ZZ1X	\$63,030.00	\$14,000.00

(N)

(N)

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(This page filed under Transmittal No. 683)

Issued: June 16, 1995

Effective: July 31, 1995

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)12.3 Rates and Charges (Cont'd)12.3.4 Fidelity Management and Research Company

Provide OC3 to DS3 Multiplexing on a temporary basis

	<u>USOC</u>	<u>Monthly Rate *</u>
OC3 to DS3 Multiplexing	WZCF3	\$ 3,030.00

(N)

(N)

- \* Should a general tariff offering for this service become available prior to the end of the minimum service period, the customer will be required to convert to the general tariff serviced and rates, or discontinue service without termination liability.

(This page filed under Transmittal No. 748)

Issued: April 18, 2000

Effective: May 3, 2000

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services

In this section normally scheduled working hours applies to the period Monday through Friday from 8:00 a.m. up to and including 5:00 p.m.

Overtime applies to Monday through Friday after 5:00 p.m. and up to but not including 8:00 a.m. and all day Saturday. Premium Overtime applies to all day Sunday and any Telephone Company Scheduled holiday. (Z)

13.1 Additional Engineering

Additional Engineering will be provided by the Telephone Company at the request of the customer only when:

- (A) A customer requests additional technical information after the Telephone Company has already provided the technical information normally included on the Design Layout Report (DLR) as set forth in 6.1.5 and 7.1.6 preceding.
- (B) Additional engineering time is incurred by the Telephone Company to engineer a customer's request for a customized service as set forth in 7.2.1 preceding.

The Telephone Company will notify the customer that additional engineering charges, as set forth in 13.1.1 following, will apply before any additional engineering is undertaken.

13.1.1 Charges For Additional Engineering

The charges for additional Engineering are as follows:

Additional Engineering Periods	USOC	First Half	Each Add'l
		Hour or Fraction Thereof	Half Hour or Fraction Thereof
(A) Basic Time (Monday through Friday from 8:00 a.m. up to and including 5:00 p.m.) #	AEH	\$100.00 (I)	\$75.00 (I)

# If more than one engineer is involved with the same additional engineering project, the total amount of time for all engineers involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.1 Additional Engineering (Cont'd)13.1.1 Charges for Additional Engineering (Cont'd)

Additional Engineering Periods	USOC	First Half	Each Additional
		Hour or Fraction Thereof	Half Hour or Fraction Thereof
(B) Overtime (all day Saturday; Monday through Friday, after 5:00 p.m. and up to but not including 8:00 a.m.)#	AEH	\$100.00 (I)	\$75.00 (I)

13.2 Additional Labor

Additional labor is that labor requested by the customer on a given service and agreed to by the Telephone Company as set forth in 13.2.1 through 13.2.5 following. The Telephone company will notify the customer that additional labor charges as set forth in 13.2.6 following will apply before any additional labor is undertaken.

13.2.1 Overtime Installation

Overtime installation is that Telephone Company installation effort outside of normally scheduled working hours (as specified in the beginning of Section 13 of this tariff).

13.2.2 Overtime Repair

Overtime repair is that Telephone Company maintenance effort performed outside of normally scheduled working hours (as specified in the beginning of Section 13 of this tariff).

13.2.3 Stand by

Stand by includes all time in excess of one-half (1/2) hour during which Telephone Company personnel stand by to make cooperative tests with a customer to verify facility repair on a given service.

# If more than one engineer is involved with the same additional engineering project, the total amount of time for all engineers involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.2 Additional Labor (Cont'd)13.2.4 Testing and Maintenance with Other Telephone Companies

Testing and Maintenance with Other Telephone Companies is that additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, which is in addition to normal effort required to test, maintain or repair facilities provided solely by the Telephone company.

13.2.5 Other Labor

Other labor is that additional labor not included in 13.2.1 through 13.2.4 preceding and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

13.2.6 Charges For Additional Labor

The charges for additional labor are as follows:

<u>Additional Labor</u> <u>Periods</u>		<u>USOC</u>	<u>First Half</u> <u>Hour or</u> <u>Fraction</u> <u>Thereof</u>	<u>Each Additional</u> <u>Half Hour or</u> <u>Fraction</u> <u>Thereof</u>
(A) Installation or Repair				
- Overtime (all day Saturday; Monday through Friday, after 5:00 p.m. and up to but not including 8:00 a.m.)#		ALH	\$60.00* (I)	\$60.00* (I)
- Premium Time, (all day day Sunday and any Telephone Company Scheduled holiday.)#		ALH	74.00* (I)	74.00* (I)

# If more than one technician is involved with the same additional labor project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.2 Additional Labor (Cont'd)13.2.6 Charges For Additional Labor (Cont'd)

<u>Additional Labor Periods</u>	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>First Billable Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
(B)Stand by				
- Basic time (Monday through Friday from 8:00 a.m. up to and including 5:00 p.m.)#	ALT	None	\$50.00 (I)	\$50.00 (I)
- Overtime (all day Saturday; Monday through Friday, after 5:00 p.m. and up to but not including 8:00 a.m.)#	ALT	None	60.00*(I)	60.00 * (I)
- Premium Time (all day Sunday and any Telephone Company Scheduled Holiday.) #	ALT	None	74.00*(I)	74.00 * (I)

# If more than one technician is involved with the same additional labor project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Billable Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.2 Additional Labor (Cont'd)13.2.6 Charges For Additional Labor (Cont'd)

The charges for additional labor are as follows:

<u>Additional Labor Periods</u>	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
(C) Testing and Maintenance with other telephone companies, or Other Labor			
- Basic time (Monday through Friday from 8:00 a.m. up to and including 5:00 p.m.)#	ALK	\$50.00 (I)	\$50.00 (I)
- Overtime (all day Saturday; Monday through Friday, after 5:00 p.m. and up to but not including 8:00 a.m.) #	ALK	60.00*(I)	60.00 * (I)
- Premium Time (all day Sunday and any Telephone Company Scheduled holiday.) #	ALK	74.00*(I)	74.00 * (I)

# If more than one technician is involved with the same additional labor project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services13.3.1 Maintenance of Service and Diagnostic Service

(T)

- (A) When a customer reports a trouble to the Telephone Company for clearance and no trouble is found in the Telephone Company's facilities, the customer shall be responsible for payment of a Maintenance of Service charge for the period of time from when Telephone Company personnel are dispatched to when the work is completed.

Diagnostic Service is an optional network-based monitoring, (N) testing and maintenance service designed to assist customers of regulated services to identify and correct telecommunications problems that have been determined not to be in the Telephone Company network. Diagnostic Service provides remote Telephone Company assistance in which a technician is not dispatched to the customer's premise.

Diagnostic Service charges also apply when a customer is not reporting trouble but is requesting remote Telephone Company assistance.

(N)

Failure of Telephone Company personnel to find trouble in Telephone Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

- (B) When the trouble is in the equipment or communications systems provided by other than the Telephone Company or in detariffed CPE provided by the Telephone Company, the customer shall be responsible for payment of a Maintenance of Service charge when the Telephone Company dispatches personnel or a Diagnostic Service charge when the Telephone Company provides personnel at its office location for remote assistance.

(N)

(N)

In either (A) or (B) preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service charge or Diagnostic Service charge (N) applies.

Certain regulations previously found on this page can now be found on Page 211.6.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.1 Maintenance of Service and Diagnostic Service (Cont'd) (T)

(C) The charges for Maintenance of Service and Diagnostic Service are as follows: (M)(N)  
(M)(N)

Maintenance of Service And Diagnostic Service Periods	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof	(N)
- Basic time (Monday through Friday from 8:00 a.m. up to and including 5:00 p.m.)#	MVV	\$50.00 (I)	\$50.00 (I)	(M)
- Overtime (all day Saturday; Monday through Friday, after 5:00 p.m. and up to but not including 8:00 a.m.) #	MVV	60.00* (I)	60.00* (I)	
- Premium Time (all day Sunday and any Telephone Company Scheduled holiday.) #	MVV	74.00* (I)	74.00* (I)	

# If more than one technician is involved with the same trouble report, the total amount of time for all technicians dispatched involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

Certain regulations on this page formerly appeared on Page 211.5.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.2

13.3.3 Interexchange Carrier (IC) Subscription (C)

IC Subscription is furnished in accordance with the detailed (C)  
provisions of the Federal Communications Commission's  
Memorandum Opinion and Order, CC Docket No. 83-1145, Phase I,  
adopted May 31, 1985, and released June 12, 1985. The  
Allocation Plan as outlined in Appendix B of this Order, is  
available for inspection in the Public Reference Room of the  
Tariff Division at the Federal Communications Commission's  
Washington D.C. location or may be obtained from the  
Commission's commercial contractor.

Principal provisions of IC Subscription are as follows: (C)

- (A) IC Subscription is the process by which end user customers (C)  
may select and designate to the Telephone Company an IC to  
access, without an access code, for interLATA and intraLATA (C)  
calls. This IC is referred to as the end user's  
subscribed IC. (C)

(This page filed under Transmittal No. 755)

Issued: November 13, 2000

Effective: November 28, 2000

Vice President  
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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.2

13.3.3 Interexchange Carrier (IC) Subscription (C)

IC Subscription is furnished in accordance with the detailed (C)  
provisions of the Federal Communications Commission's  
Memorandum Opinion and Order, CC Docket No. 83-1145, Phase I,  
adopted May 31, 1985, and released June 12, 1985. The  
Allocation Plan as outlined in Appendix B of this Order, is  
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Commission's commercial contractor.

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(This page filed under Transmittal No. 755)

Issued: November 13, 2000

Effective: November 28, 2000

Vice President  
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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Presubscription (Cont'd)

(D)

(D)

(This page filed under Transmittal No. 755)

Issued: November 13, 2000

Effective: November 28, 2000

Vice President  
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CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35

4th Revised Page 211.8.1(x)

In lieu of Original, 1st, 2nd and 3rd Revised Page 211.8.1

Found unlawful by the FCC

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

Certain regulations previously found on this page can now be found on page 211.7.

(x) Issued on not less than 1 day's notice under authority of Special Permission  
No. 90-64 of the Federal Communications Commission.

---

Issued: January 31, 1990

Effective: February 1, 1990

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35

4th Revised Page 211.8.2(x)

In lieu of Original, 1st, 2nd and 3rd Revised Page 211.8.2

Found unlawful by the FCC

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

Certain regulations previously found on this page can now be found on page 211.7.1.

(x) Issued on not less than 1 day's notice under authority of Special Permission No. 90-64 of the Federal Communications Commission.

---

Issued: January 31, 1990

Effective: February 1, 1990

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35

4th Revised Page 211.8.3(x)

In lieu of Original, 1st, 2nd and 3rd Revised Page 211.8.3

Found unlawful by the FCC

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

Certain regulations previously found on this page can now be found on page 211.8.

(x) Issued on not less than 1 day's notice under authority of Special Permission  
No. 90-64 of the Federal Communications Commission.

---

Issued: January 31, 1990

Effective: February 1, 1990

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35

4th Revised Page 211.8.4(x)

In lieu of Original, 1st, 2nd and 3rd Revised Page 211.8.4

Found unlawful by the FCC

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

(x) Issued on not less than 1 day's notice under authority of Special Permission  
No. 90-64 of the Federal Communications Commission.

---

Issued: January 31, 1990

Effective: February 1, 1990

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35

4th Revised Page 211.8.5(x)

In lieu of Original, 1st, 2nd and 3rd Revised Page 211.8.5

Found unlawful by the FCC

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

(x) Issued on not less than 1 day's notice under authority of Special Permission  
No. 90-64 of the Federal Communications Commission.

---

Issued: January 31, 1990

Effective: February 1, 1990

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35

4th Revised Page 211.8.6(x)

In lieu of Original, 1st, 2nd and 3rd Revised Page 211.8.6

Found unlawful by the FCC

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

(x) Issued on not less than 1 day's notice under authority of Special Permission  
No. 90-64 of the Federal Communications Commission.

---

Issued: January 31, 1990

Effective: February 1, 1990

Vice President  
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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

Certain regulations previously found on this page can now be found on page  
page 211.9.

(x) Issued on not less than 1 day's notice under authority of Special Permission  
No. 90-64 of the Federal Communications Commission.

---

Issued: January 31, 1990

Effective: February 1, 1990

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE COMPANY

TARIFF FCC NO. 35

4th Revised Page 211.8.8(x)

In lieu of Original, 1st, 2nd and 3rd Revised Page 211.8.8

Found unlawful by the FCC

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

Certain regulations previously found on this page can now be found on page  
page 211.10.

(x) Issued on not less than 1 day's notice under authority of Special Permission  
No. 90-64 of the Federal Communications Commission.

---

Issued: January 31, 1990

Effective: February 1, 1990

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

Certain regulations previously found on this page can now be found on page page 211.9.

(x) Issued on not less than 1 day's notice under authority of Special Permission No. 90-64 of the Federal Communications Commission.

---

Issued: January 31, 1990

Effective: February 1, 1990

Vice President  
201 East Fourth Street  
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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.3 IC Subscription (Cont'd)

(D)

(D)

(B) New end users who are served by end offices equipped with Feature Group D will be asked to subscribe to an interLATA and intraLATA IC at the time they place an order with the Telephone Company for Telephone Exchange Service. They may verbally select one of the following options. There will be no charge for this initial selection. (C)

An end user may (C)

- designate an InterLATA and IntraLATA subscribed IC for all of their lines, (C)
- designate an InterLATA and IntraLATA subscribed IC for each of its lines, or (C)
- designate that they do not want to be subscribed to any IC and chooses to dial 10XXX or 10XXXX for all calls to any IC providing service in the end office. (C)

Only one InterLATA and one IntraLATA subscribed IC may be selected per line. The Telephone Company will confirm such verbal selection by written notice included with the first bill rendered after the customer has selected a subscribed IC. Should new end users respond to confirmation notices identifying primary ICs different from those given verbally, the Telephone Company will process such selections without subscription charges. (C)

(This page filed under Transmittal No. 755)

Issued: November 13, 2000

Effective: November 28, 2000

Vice President  
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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.3 IC Subscription (Cont'd) (C)

(C) An IC obtaining service commitments from end users (C)

directly must obtain valid authorization from those end users in accordance with FCC Rules. (C)  
(D)

(D)

If an end user disputes a PIC change made by a certain IC, the following PIC Switchback provisions apply: (C)

- The end user has ninety (90) days from the billed date to dispute a PIC change.
- Once notified by an end user of an alleged unauthorized PIC change, The Telephone Company will restore the end user to their previous primary IC at no charge to the end-user.
- If the change was due to a Telephone Company error, the end user will be returned to their previous primary IC free of charge.
- If an end user disputes a PIC change the alleged unauthorized IC will then be assessed two (2) of the nonrecurring charges for a PIC change as set forth in 13.3.3 (G) following. (C)

(D)

(This page filed under Transmittal No. 755)

Issued: November 13, 2000

Effective: November 28, 2000

Vice President  
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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 IC Subscription (Cont'd)

(C)

(D) The IC is not relieved of its obligations to comply with F.C.C.'s requirements for obtaining appropriate verification and authorization for all PIC orders prior to submitting orders to the Telephone Company. In addition, the end user has the option of initiating a complaint to any appropriate governmental agency concerning unauthorized changes.

(C)

(C)

(D)

(This page filed under Transmittal No. 755)

Issued: November 13, 2000

Effective: November 28, 2000

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.3 IC Subscription (Cont'd)

- (E) If unable to make a selection at the time they place an order for Telephone Exchange Service, new end users will have thirty (30) days from the ordering date to select a primary IC without charge. If the new end user fails to designate an IC as its subscribed IC by the thirty-first (31st) day after the order was placed for Telephone Exchange Service, the Telephone Company will require the end user to dial an access code (10XXX or 10XXXX) for all interLATA calls. (C)

For any change in selection after the first (30) days from the ordering of Telephone Exchange Service, a nonrecurring charge, as set forth in 13.3.3.(G) following applies. (C)

- (F) If an IC elects to discontinue its Feature Group D service offering the IC will notify the Telephone Company of the cancellation. The IC will also notify all end users which selected them that they are canceling their service and that the end user should contact the Telephone Company to select a new primary IC. The IC will also inform the end user that it will pay the subscription change charge. The canceling IC will then be billed by the Telephone Company the appropriate charge for each end user change. (C)

In the event that an IC does not notify their end users that their service is cancelled, the Telephone Company will change residence end users to PIC-none at no charge. The Telephone Company will move then residence end users to another IC at their request at no charge. The Telephone Company will make reasonable efforts to notify affected business customers for selection of a new IC. (C)

(This page filed under Transmittal No. 755)

Issued: November 13, 2000

Effective: November 28, 2000

Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.3 IC Subscription (Cont'd)

(G) Nonrecurring charges for IC Subscription are as follows:

	<u>Nonrecurring Charge</u>	
Subscription Change		
<u>Mechanized Change</u>		(N)
- per Telephone Exchange Service line or trunk - InterLATA PIC Change or IntraLATA PIC Change only	\$1.25	
- per Telephone Exchange Service line or trunk - InerLATA and IntraLATA PIC Change at one time*	\$0.625	
<u>Manual Change</u>		
- per Telephone Exchange Service line or trunk - InterLATA PIC Change or IntraLATA PIC Change only	\$5.50	
- per Telephone Exchange Service line or trunk - InerLATA and IntraLATA PIC Change at one time*	\$2.75	(N)
		(D)
		(D)

Note: These charges are billed to the end user who is the subscriber to the Telephone Exchange Service except, as set forth in (C) and (F) preceding, when such charge(s) will be billed to an IC.

\* When both InterLATA and IntraLATA PIC's are changed at the same time, this charge will be applied to each change. The total of the two charges will be \$1.25 for mechanized changes and \$5.50 for manual changes.

(This page filed under Transmittal No. 806)

Issued: December 16, 2005

Effective: December 31, 2005

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.4 Standard Jacks - Registration Program

Standard jacks are provided by the Telephone company to connect Registered Equipment to those services that are subject to the Registration Program as set forth in Technical Reference Publication AS No. 1. The use of jacks is covered in Part 68 of the F.C.C.'s Rules and Regulations. Specific jacks are described in the document on file with the FCC entitled "Descriptions of Standard Registration Program Connection Configurations Supplementing Configurations Described in Subpart F of Part 68 of the FCC's Rules and Regulations."

These jacks are used to terminate services provided by the Telephone Company. Other services or facilities provided by the Telephone Company or by others may also be terminated in any spare capacity of the jacks remaining after installation without additional charge for the use of such capacity.

The nonrecurring charges, which include installation, for standard jacks and their typical uses are set forth following:

	<u>USOC</u>	<u>Nonrecurring Charges</u>
(A) <u>Standard Voice Jacks</u>		
(1) Miniature six-position jacks for connection of terminal equip- ment as follows:		
(a) Single line tele- phone set, sur- face or flush mounted.	RJ11C	\$00.00
(b) Single line telephone sets, wall mounted.	RJ11W	32.00 (I)

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.4 Standard Jacks - Registration Program (Cont'd)(A) Standard Voice Jacks (Cont'd)

(1)	(Cont'd)	USOC	Nonrecurring Charges
(c)	Two-line nonkey telephone sets, surface or flush mounted.	RJ14C	\$32.00(I)
(d)	Single-line, bridged 4-wire exchange, 2/RT, T1/R1.	RJ1DC	32.00(I)
(e)	Two-line nonkey telephone sets, wall mounted.	RJ14W	32.00(I)
(f)	For Connection of two exchange access lines with a sliding cover for test- ing each line with a standard single line telephone	RJ14X	32.00(I)
(g)	9DB single line data equipment with mode indi- cation and mode indication common leads. This jack is normally used in association with a series jack.	RJ16X	32.00(I)

(D)

(D)

(T)

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.4 Standard Jacks-Registration Program (Cont'd)(A) Standard Voice Jacks (Cont'd)

(1)	(Cont'd)	USOC	Nonrecurring Charges	
(h)	Three-line non-key telephone sets and ancillary devices.	RJ25C	\$38.00(I)	(T)
(i)	Single-line non-key telephone and ancillary devices connected directly to central office lines where there is a requirement for make-busy.	RJ18C	38.00(I)	(T)
(j)	Single-line, non-key telephone and ancillary devices connected directly to central office lines where there is a requirement for make-busy; wall mounted.	RJ18W	31.00(I)	(T)
(2)	50 Position Miniature Ribbon for connection of multiline terminating equipment and channel derivation devices as follows:			
(a)	For connection to 2-wire tie trunks; E&M type I signaling. (12 line capacity)	RJ2EX	96.00(R)	
(b)	For connection to 4-wire tie trunks; E&M type I signaling. (8 line capacity)	RJ2GX	96.00(R)	

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.4 Standard Jacks-Registration Program (Cont'd)(A) Standard Voice Jacks (Cont'd)

(2)	(Cont'd)	<u>USOC</u>	<u>Nonrecurring Charges</u>
(c)	For connection to 2-wire tie trunks; E&M type II signaling. (8 line capacity)	RJ2FX	\$ 96.00(R)
(d)	For connection to 4-wire tie trunks; E&M type II signaling. (6 line capacity)	RJ2HX	96.00(R)
(e)	For connection to off-premises station lines. (25 line capacity)	RJ21X	96.00(R)
(f)	For use with series devices such as toll restrictors. (12 line capacity)	RJ71C	99.00(R)
(g)	For connection of up to 12 lines, bridged 4-wire exchange, 2/RT, T1/R1.	RJ2DX	96.00(R)

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.4 Standard Jacks-Registration Program (Cont'd)(A) Standard Voice Jacks (Cont'd)

(2)	(Cont'd)	<u>USOC</u>	<u>Nonrecurring Charges</u>
(h)	For connection of 2-12 nonkey telephone and ancillary devices connected directly to central office lines where there is a requirement for make-busy.	RJ2MB	\$99.00(R)
(3)	Miniature Eight-Position Jack. Four line, non-key telephone sets, for connection to ancillary devices and key telephone systems.	RJ61X	38.00(I)
(4)	Series Jack for connection of terminal equipment as follows:		
(a)	Single line alarm reporting devices.	RJ31X	44.00(I)
(5)	Miniature Eight-Position Series Jack for connection of alarm reporting devices	RJ38X	44.00(I)
(6)	Weatherproof Jack for use with single line telephone sets used at locations such as boats and marinas.	RJ15C	140.00(R)

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.4 Standard Jacks - Registration Program (Cont'd)(B) Standard Data Jacks

	<u>USOC</u>	<u>Nonrecurring Charges</u>
(1) Up to Eight-Miniature, Eight-Position Keyed Jacks, in multiple mounting arrangements. Multiple line bridged tip and ring. Multiple installations of a fixed loss loop (FLL) or programmed (P) types of data equipment.	RJ41M	\$ 225.00(R)
(2) Universal Data Jack for use in connecting fixed loss loop (FLL) and programmed (P) types of data equipment. (1 line capacity)	RJ41S	70.00(R)
(3) Up to Eight-Miniature, Eight-Position Keyed Jacks, in multiple mounting arrangements. Multiple line bridged tip and ring. Multiple installations of programmed (P) types of data equipment.	RJ45M	225.00(R)
(4) Programmed Data Jack for use in connecting programmed data equipment. (1 line capacity)	RJ45S	75.00(I)

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.4 Standard Jacks-Registration Program (Cont'd)(B) Standard Data Jacks (Cont'd)

	<u>USOC</u>	<u>Nonrecurring Charges</u>
(5) Multiple Line Universal Data Jack for use in connecting fixed loss loop (FLL) and programmed (P) types of data equipment. This jack will terminate up to eight lines. The selection of this jack requires the use of the equipment listed following.	RJ26X	\$400.00(R)
(a) Multiple Line Universal Data Jack Circuit Cards. For use with RJ26X. One circuit card per circuit required.	RJ26S	42.00(I)
(b) Multiple Line Universal Data Jack Mounting options. For use with RJ26X. One required per RJ26X.		
- Wall Mounting with cover.	RJM3X	57.00(I)
- Rack Mounting (19 inch or 23 inch)	RJM4X	62.00(I)

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.4 Standard Jacks-Registration Program (Cont'd)(B) Standard Data Jacks (Cont'd)

	<u>USOC</u>	<u>Nonrecurring Charges</u>
(6) 50-Position Miniature Ribbon Jack, for programmed (P) types of data equipment. Single or multiple-line bridged tip and ring.	RJ27X	\$96.00(R)
(7) Miniature Eight-Position Keyed Jack for connection of local area data channels and/or Digital Data Access Services.	RJ48S	00.00
(8) Miniature Fifty-Position Ribbon Jack for connection of local area data channels and/or Digital Data Access Services.*	RJ48T	96.00(R)
(9) Miniature Eight-Position Keyed Modular Jack equipped with make busy leads, tip and ring.	RJ4MB	61.00(R)
(10) Miniature Eight-Position Keyed Jack for connection of Local Area Data Channels (Providing T-R and T1-R1).	JM8	40.00(I)

\* The Telephone Company will wire the lines to the jack in the sequence designated by the customer.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.4 Standard Jacks-Registration Program (Cont'd)

	<u>USOC</u>	<u>Nonrecurring Charges</u>
(C) <u>Standard Digital Jacks</u>		
(1) Miniature Eight-Position Jack for connection of 1.544 Mbps Digital Services.	RJ48C	40.00(I)
(2) Miniature Eight-Position Jack for connection of 1.544 Mbps Digital Services. Tip and Ring, T1-R1. Conductors 7 and 8 provide cable shield integrity. Conductors 3 and 6 are reserved for future use.	RJ48X	00.00
(3) 50-Position Miniature Ribbon Jack for connection of 1.544 Mbps Digital Services. Eight tip and ring, eight T1-R1. Conductors 25 and 50 provide cable shield integrity. 16 conductors are reserved for future use.	RJ48M	96.00(R)
(4) 50-Position Miniature Ribbon Jack connecting up to twelve 1.544 Mbps Digital lines. 12 four wire circuits, tip and ring and tip 1/ring 1.	RJ48H	96.00(R)

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Testing Services

Testing Services offered under this section of the tariff are optional and subject to rates and charges as set forth in 13.3.5(C) following. Other testing services provided by the Telephone Company in association with Access Services are furnished at no additional charge. These other testing services are described in 6.1.6 and 7.1.7 preceding.

Testing services are normally provided by Telephone Company personnel at Telephone Company locations. However, provisions are made in (A)(5) and (B)(1) and (2) following for a customer to request Telephone Company personnel to perform testing services at the customer's premises.

The offering of Testing Services under this section of the tariff is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in (A), (B) and (C) following:

(A) Switched Access Service

Testing Services for Switched Access are comprised of (a) tests which are performed during the installation of a Switched Access Service, and (b) tests which are performed after acceptance of such access services by a customer, i.e., in-service tests. These in-service tests may be further divided into two broad categories of tests: scheduled and nonscheduled.

Scheduled tests are those tests performed by the Telephone Company on a regular basis, e.g., monthly which result in the measurement of Switched Access Service. Scheduled tests may be done on an automatic basis (no Telephone (Z)

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(A) Switched Access Service (Cont'd)

Company or customer technicians involved), on a cooperative basis (Telephone Company technician(s) involved at Telephone Company office(s) and customer technician(s) involved at customer's premises), or a manual basis (Telephone Company technician(s) involved at Telephone Company office(s) and at customer's premises).

Nonscheduled tests are performed by the Telephone Company "on demand", which result in the measurement of Switched Access Services. Nonscheduled tests may involve Telephone Company technicians at Telephone Company offices and at the customer's premises.

(1) Additional Cooperative Acceptance Testing

Additional Cooperative Acceptance Testing (ACAT) or Switched Access Service involves the Telephone Company provision of a technician at its office(s) and the customer provides a technician at its premises, with suitable test equipment to perform the required tests.

Additional Cooperative Acceptance Tests may, for example, consists of the following tests:

- . Impulse Noise
- . Phase Jitter
- . Signal to C-Notched Noise Ratio
- . Intermodulation (Nonlinear) Distortion
- . Frequency Shift (Offset)
- . Envelope Delay Distortion
- . Dial Pulse Percent Break

(2) Automatic Scheduled Testing

Automatic Schedules Testing (AST) of Switched Access Services (Feature Groups B and D), (C)  
where the customer

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd) (T)13.3.5 Testing Services (Cont'd) (M)(A) Switched Access Service (Cont'd)(2) Automatic Scheduled Testing (Cont'd)

provides remote office test lines and 105 test lines with associated responders or their functional equivalent, will consist of monthly loss and C-message noise tests and annual balance test. However, the customer may specify a more frequent schedule of tests. In addition to the loss/noise/balance tests, the IC may also order, at additional charges, gain-slope and C-notched noise testing.

The Telephone Company will provide a monthly AST report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

(M)

Certain regulations on this page formerly appeared in ECA Tariff F.C.C. No. 1 on 1st Revised Page 634.

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Issued: July 2, 1985

Effective: October 1, 1985

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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(A) Switched Access Service (Cont'd)(3) Cooperative Scheduled Testing

Cooperative Scheduled Testing (CST) of Switched Access Services (Features Groups B, and D and Directory Access Service not routed through an access tandem), where the Telephone Company provides a technician at its office(s) and the customer provides a technician at its premises, with suitable test equipment to perform the required tests, will consist of quarterly loss and C-message noise tests, and annual balance tests. However, the customer may specify a more frequent schedule of tests. In addition to the loss/noise/balance measurements, the customer may also order, at additional charges, gain-slope and C-notched noise testing. (C)

The Telephone Company will provide, on a quarterly basis, a CST report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

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(This page filed under Transmittal No. 684)

Issued: August 1, 1995

Effective: September 15, 1995

Senior Vice President  
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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd) (T)13.3.5 Testing Services (Cont'd) (M)(A) Switched Access Service (Cont'd)(4) Manual Scheduled Testing

Manual Scheduled Testing (MST) of Switched Access Services (Feature Groups B, D and Directory Access Service not routed through an access tandem), where the Telephone Company provides a technician at its office(s) and at the customer's premises, will consist of quarterly loss and C-message noise tests, and annual balance tests. However, the customer may specify a more frequent schedule of tests. In addition to the loss/noise/balance tests, the customer may also order, at additional charges, gain-slope and C-notched noise testing.

The Telephone Company will provide, on a quarterly basis, an MST report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

(M)

Certain regulations on this page formerly appeared in ECA Tariff F.C.C. No. 1 on 1st Revised Page 636.

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Issued: July 2, 1985

Effective: October 1, 1985

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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd) (T)13.3.5 Testing Services (Cont'd) (M)(A) Switched Access Service (Cont'd)(5) Nonscheduled Testing

Nonscheduled Testing (NST) of Switched Access Services is where:

- the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent ("automatic testing"), or
- the Telephone Company provides a technician at its office(s) and the customer provides a technician at its premises, with suitable test equipment to perform the required test ("cooperative testing"), or
- the Telephone Company provides a technician at its office(s), and/or at the customer's premises with suitable test equipment to perform the required tests ("manual testing")

Nonscheduled Tests may consist of any tests, e.g., loss, noise, slope, envelope delay, which the customer require.

(6) Obligations of the Customer

- (A) The customer shall provide the Remote Office Test Line priming data to the Telephone Company, as appropriate, to support AST as set forth in 13.3.5(a)(2) preceding or NST as set forth in 13.3.5(A)(5) preceding.
- (B) The customer shall make the facilities to be tested available to the Telephone Company at times mutually agreed upon.

Certain regulations on this page formerly appeared in ECA Tariff F.C.C. No. 1 on 1st Revised Page 637.

Issued: July 2, 1985

Effective: October 1, 1985

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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(B) Special Access Service

The Telephone Company will, at the request of a customer, provide assistance in performing specific tests requested by the customer.

(1) Additional Cooperative Acceptance Testing (ACAT)

When a customer provides a technician at its premises or at an end user's premises, with suitable test equipment to perform the requested tests, the Telephone Company will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing on Voice Grade Services. At the customer's request, the Telephone Company will provide a technician at the customer's premises or at the end user premises. These tests may, e.g., consist of the following:

- Attenuation Distortion (i.e., frequency response)
- Intermodulation Distortion (i.e., harmonic distortion)
- Phase Jitter
- Impulse Noise
  - Envelope Delay Distortion
- Echo Control
- Frequency Shift

(2) Nonscheduled Testing (NST)

When a customer provides a technician at its premises, with suitable test equipment to perform the required tests, the Telephone Company will provide a technician at its office for the purpose of conducting Nonscheduled Testing. At the customer's request, the Telephone Company will provide a technician at the customer's premises. Nonscheduled tests may consist of any tests, e.g., loss, noise, slope, envelope delay, which the customer may require.

(Z)

(This page filed under Transmittal No. 738)

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Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(B) Special Access Service (Cont'd)(3) Obligations of the Customer

When the customer subscribes to Testing Services as set forth in this section, the customer shall make the facilities to be tested available to the Telephone Company at times mutually agreed upon.

(C) Rates and Charges(1) Switched Access(a) Additional Cooperative Acceptance Testing

<u>Testing Periods</u>	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
- Basic time (Monday through Friday from 8:00 a.m. up to and including 5:00 p.m.)#	UBCX+	\$50.00 (I)	\$50.00 (I)
- Overtime (all day Saturday; Monday through Friday, after 5:00 p.m. and up to but not including 8:00 a.m.) #	UBCX+	60.00* (I)	60.00* (I)
- Premium Time (all day Sunday and any Telephone Company Scheduled holiday.) #	UBCX+	74.00* (I)	74.00* (I)

# If more than one technician is involved with the same testing project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(C) Rates and Charges (Cont'd)(1) Switched Access (Cont'd)(b) Automatic Scheduled Testing (AST)

The three tests as set forth in (I) following represent the minimum offering, i.e., an order for testing must, at a minimum, consist of twelve 1004 Hz Tests per transmission path, twelve C-Message Noise Tests per transmission path and one Return Loss (Balance) Test per transmission path, per year. The Additional Tests as set forth in (II) following may be ordered by the customer, at additional charges, 60 days prior to the start of the customer prescribed schedule. The customer also may specify a more frequent schedule of tests 60 days prior to the start of the customer prescribed schedule.

To First Point  
of Switching

USOC

Monthly  
Rates

## (I) Basic Tests #

1004 Hz Loss Tests  
performed,

(D)  
(D)

per test ordered,

per transmission path UBGX+ \$0.10(I)

# Subject to a one year minimum contract period, and annually thereafter.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(C) Rates and Charges (Cont'd)(1) Switched Access (Cont'd)(b) Automatic Scheduled Testing (AST) (Cont'd)

<u>To First Point of Switching</u>	<u>USOC</u>	<u>Monthly Rates</u>	
(I) Basic Tests # (Cont'd)			
C-Message Noise Tests performed,			(D)
			(D)
per test ordered, per transmission path	UBGX+	\$0.10	(I)
Return Loss (Balance) Tests performed,			(D)
			(D)
per test ordered, per transmission path	UBGX+	0.10	(I)
Additional Tests			
Gain-Slope Tests performed,			(D)
			(D)
per test ordered, per transmission path	UBGX+	0.10	(I)

# Subject to a one year minimum contract period, and annually thereafter.  
(This page filed under Transmittal No. 738)

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Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
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of SwitchingUSOCMonthly  
Rates

## (II) Additional Tests (Cont'd)

C-Notched Noise Tests  
performed,(D)  
(D)per test ordered,  
per transmission path UBGX+ \$0.10(I)

## (III) Example

A customer schedules 13 1004 Hz Loss  
Tests, 13 C-Message Noise Tests and  
2 Return Loss Tests on one trunk for  
a year. The charges will be computed  
as follows:

13 x .10 = \$1.30	(T)
+13 x .10 = 1.30	

.20 |

\$2.80 per month, per trunk (T)

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(C) Rates and Charges (Cont'd)(1) Switched Access (Cont'd)(c) Cooperative Scheduled Testing (CST)

The three tests as set forth in (I) following represent the minimum offering, i.e., an order for testing must, at a minimum, consist of four 1004 Hz Loss Tests per transmission path, four C-Message Noise Tests per transmission path and one Return Loss (Balance) Test per transmission path, per year. The Additional Tests as set forth in (II) following may be ordered by the customer, at additional charges, 60 days prior to the start of the customer prescribed schedule. The customer also may specify a more frequent schedule of tests 60 days prior to the start of the customer prescribed schedule.

To First Point  
of Switching

USOC

Monthly  
Rates

## (I) Basic Tests #

1004 Hz Loss Tests  
performed,

(D)

(D)

per test ordered,

per transmission path UBSX+

\$1.00(I)

# Subject to a one year minimum contract period, and annually thereafter.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

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<u>To First Point of Switching</u>		<u>USOC</u>	<u>Monthly Rates</u>
(I) Basic Tests # (Cont'd)			
C-Message Noise Tests performed,			(D) (D)
per test ordered, per transmission path		UBSX+	\$0.85(R)
Return Loss (Balance) Tests performed,			(D) (D)
per test ordered, per transmission path		UBSX+	1.70(I)
(II) Additional Tests			
Gain-Slope Tests performed,			(D) (D)
per test ordered, per transmission path		UBSX+	1.30(I)

# Subject to a one year minimum contract period, and annually thereafter.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

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201 East Fourth Street  
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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(C) Rates and Charges (Cont'd)(1) Switched Access (Cont'd)(c) Cooperative Scheduled Testing (CST) (Cont'd)

<u>To First Point of Switching</u>	<u>USOC</u>	<u>Monthly Rates</u>
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(II) Additional Tests (Cont'd)

C-Notched Noise Tests

performed, (D)

(D)

per test ordered,

per transmission path UBSX+ \$0.85(R)

(III) Example

A customer schedules 6 1004 Hz Loss Tests, 6 C-Message Noise Tests and 4 Return Loss Tests on one trunk for a year. The charges will be computed as follows:

6 x 1.00 = \$ 6.00	(T)
+6 x .85 = 5.10	
+4 x 1.70 = <u>6.80</u>	
\$17.90 per month,	(T)
per trunk	

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(C) Rates and Charges (Cont'd)(1) Switched Access (Cont'd)(d) Manual Scheduled Testing (MST)

The three tests as set forth in (I) following represent the minimum offering, i.e., an order for testing must, at a minimum, consist of four 1004 Hz Loss Tests per transmission path, four C-Message Noise Tests per transmission path and one Return Loss (Balance) Test per transmission path, per year. The Additional Tests as set forth in (II) following may be ordered by the customer, at additional charges, 60 days prior to the start of the customer prescribed schedule. The customer also may specify a more frequent schedule of tests 60 days prior to the start of the customer prescribed schedule.

<u>To First Point of Switching</u>	<u>USOC</u>	<u>Monthly Rates</u>
(I) Basic Tests #		
1004 Hz Loss Tests performed,		(D)
		(D)
per test ordered,		
per transmission path	UBMX+	\$1.43

# Subject to a one year minimum contract period, and annually thereafter.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

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<u>To First Point of Switching</u>	<u>USOC</u>	<u>Monthly Rates</u>
(I) Basic Tests # (Cont'd)		
C-Message Noise Tests performed,		(D)
		(D)
per test ordered,		
per transmission path	UBMX+	\$1.27
Return Loss (Balance) Tests performed,		(D)
		(D)
per test ordered,		
per transmission path	UBMX+	2.76
(II) Additional Tests		
Gain-Slope Tests performed,		(D)
		(D)
per test ordered,		
per transmission path	UBMX+	2.09

# Subject to a one year minimum contract, and annually thereafter.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
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## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(C) Rates and Charges (Cont'd)(1) Switched Access (Cont'd)(d) Manual Scheduled Testing (MST) (Cont'd)To First Point  
of SwitchingUSOCMonthly  
Rates

## (II) Additional Tests (Cont'd)

C-Notched Noise Tests  
performed,

(D)

(D)

per test ordered,

per transmission path UBMX+ \$1.27

## (III) Example

A customer schedules 6 1004 Hz Loss Tests, 6 C-Message Noise Tests and 4 Return Loss Tests on one trunk for a year. The charges will be computed as follows:

6 x 1.43 = \$ 8.58 (T)

+6 x 1.27 = 7.62 |

+4 x 2.76 = 11.04 |\$27.24 per month, (T)  
per trunk

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(C) Rates and Charges (Cont'd)(1) Switched Access (Cont'd)(e) Nonscheduled Testing (NST)

## Automatic Testing:

<u>To First Point of Switching</u>	<u>USOC</u>	<u>Nonrecurring Charges</u>
1004 Hz Loss, per test performed	USCX+	\$27.52(I)
C-Message Noise, per test performed	USCX+	27.52
Return Loss (Balance) per test performed	USCX+	27.52
Gain-Slope per test performed	USCX+	27.52
C-Notched Noise, per test performed	USCX+	27.52(I)

(This page filed under Transmittal No. 623)

Issued: April 2, 1993

Effective: July 1, 1993

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(C) Rates and Charges (Cont'd)(1) Switched Access (Cont'd)(e) Nonscheduled Testing (NST) (Cont'd)

## Cooperative Testing:

<u>Testing Periods</u>	<u>Hour or</u> <u>USOC</u>	<u>First Half</u> <u>Each Additional</u> <u>Fraction Half Hour or</u> <u>Thereof Fraction Thereof</u>
- Basic time, (Monday through Friday from 8:00 a.m. up to and including 5:00 p.m.)#	USSX+	\$50.00 (I) \$50.00 (I)
- Overtime (all day Saturday; Monday through Friday, after 5:00 p.m. and up to but not including 8:00 a.m.) #	USSX+	60.00* (I) 60.00* (I)
- Premium Time (all day Sunday and any Telephone Company Scheduled holiday.) #	USSX+	74.00*(I) 74.00* (I)

# If more than one technician is involved with the same testing project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(C) Rates and Charges (Cont'd)(1) Switched Access (Cont'd)(e) Nonscheduled Testing (NST) (Cont'd)

## Manual Testing:

<u>Testing Periods</u>	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
- Basic time (Monday through Friday from 8:00 a.m. up to and including 5:00 p.m.)#	USMX+	\$50.00 (I)	\$50.00 (I)
- Overtime (all day Saturday; Monday through Friday, after 5:00 p.m. and up to but not including 8:00 a.m.) #	USMX+	60.00* (I)	60.00* (I)
- Premium Time (all day Sunday and any Telephone Company Scheduled holiday.) #	USMX+	74.00*(I)	74.00* (I)

# If more than one technician is involved with the same additional testing project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(C) Rates and Charges (Cont'd)(2) Special Access(a) Additional Cooperative Acceptance Testing (ACAT)

<u>Testing Periods</u>	<u>Fraction USOC</u>	<u>First Half</u>	<u>Each Additional</u>
		<u>Hour or Half Hour or Thereof</u>	<u>Fraction Thereof</u>
- Basic time (Monday through Friday from 8:00 a.m. up to and including 5:00 p.m.)#	SNTX+	\$50.00 (I)	\$50.00 (I)
- Overtime (all day Saturday; Monday through Friday, after 5:00 p.m. and up to but not including 8:00 a.m.) #	SNTX+	60.00* (I)	60.00* (I)
- Premium Time (all day Sunday and any Telephone Company Scheduled holiday.) #	SNTX+	74.00* (I)	74.00* (I)

# If more than one technician is involved with the same testing project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.5 Testing Services (Cont'd)(C) Rates and Charges (Cont'd)(2) Special Access (Cont'd)(b) Nonscheduled Testing (NST)

		First Half	Hour or Each Additional
	Fraction	Half Hour or	
<u>Testing Periods</u>	<u>USOC</u>	<u>Thereof</u>	<u>Fraction Thereof</u>
			Ba
through Friday from 8:00 a.m. up to and including 5:00 p.m.)#	SNOX+	\$50.00 (I)	\$50.00 (I)
Overtime (all day Saturday; Monday through Friday, after 5:00 p.m. and up to but not including 8:00 a.m.) #	SNOX+	60.00*(I)	60.00 * (I)
Premium Time (all day Sunday and any Telephone Company Scheduled holiday.) #	SNOX+	74.00*(I)	74.00 * (I)

# If more than one technician is involved with the same testing project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

(This page filed under Transmittal No. 738)

Issued: June 16, 1999

Effective: July 1, 1999

Vice President  
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Cincinnati, Ohio 45202

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.6 Provision of Access Service Billing Information

- (A) At the customer's request and at no charge, the customer may choose as the primary billing medium one of the following billing formats: standard paper, magnetic tape, electronic data transmission via Network Data Mover (NDM<sup>TM</sup>), or CD-ROM magnetic tape format. (T)
- (B) At the option of the customer, and for additional charges, additional copies of the access bill and/or the customer service record will be provided in paper, magnetic tape, electronic data transmission format, CD-ROM print image or CD-ROM magnetic tape format. (T)
- (C) Upon acceptance by the Telephone Company of an order for data transmission the Telephone Company will determine the period of time to implement the transmission of such material on an individual order basis.
- (D) When magnetic tape is requested as the primary monthly bill, the Telephone Company does not require the customer to return previously supplied tapes.
- (E) When electronic data transmission is requested as the primary monthly bill, the data may be transmitted at 300 bps to 1.5 mbps for customers using NDM<sup>TM</sup>. The customer will be responsible for facilities needed for the NDM electronic data transmission. These facilities may be purchased out of the Telephone Company's FCC 35 Access Services Tariff, Section 7. (T)

NDM<sup>TM</sup> is a trademark of Systems Center, Inc.  
(This page filed under Transmittal No. 772)

Issued: March 18, 2002

Effective: April 2, 2002

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.6 Provision of Access Service Billing Information (Cont'd)

- (F) Unless otherwise specified by the customer, paper copies, magnetic tape and CD-ROM will be sent via U.S. Mail service. However, at the customer's request, an alternative method may be negotiated with the Telephone Company. (C)
- (G) The customer may deem it necessary to request the Telephone Company to resend the access service billing information. Such a request, when not the result of Telephone Company error, will be subject to the same rates and charges as an original request for copies of access service billing information.
- (H) The rates and charges for the provision of Access Service Billing Information include a Nonrecurring Charge and a Monthly Rate and are as follows:

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(1) Provision of additional copies of standard billing detail and/or information in magnetic tape format		
- per tape	\$47.81	\$ 75.14
(2) Electronic Data Transmission of billing		
- per bill transmitted	\$17.98	\$300.56

NDM™ is a trademark of Systems Center, Inc.  
(This page filed under Transmittal No. 751)

Issued: July 21, 2000

Effective: August 5, 2000

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.6 Provision of Access Service Billing Information (Cont'd)

(H) (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
(3) Additional copies of the access bill and/or customer service records in standard paper format			
- per page	\$ .1852	\$ 75.14	
(4) Additional copies of the access bill and/or customer service records in CD-ROM format			
- per CD-ROM print image format	\$25.14	\$ 93.09	(T)
- per CD-ROM magnetic tape format	\$47.81	\$ 75.14	(T)

(This page filed under Transmittal No. 772)

Issued: March 18, 2002

Effective: April 2, 2002

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.6 Provision of Access Service Billing Information (Cont'd)Rate

(D)

(D)

(8) Additional Copies of the  
Customer's Monthly Bill or  
Service and Features Record  
in Standard Paper Format  
per Page, for the United  
States Government/Internal  
Revenue Service.

\$ .1121 (x)

- Nonrecurring

\$1,124.00

(x) This rate will remain in effect until the 1993 Annual Access Filing is  
approved.

(This page filed under Transmittal No. 621)

Issued: February 26, 1993

Effective: April 11, 1993

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.3 Miscellaneous Services (Cont'd)

## 13.3.7 International Blocking Service (IBS)

International Blocking Service (IBS) is an optional end user service that provides end office blocking of 011+ and 10XXX 011+ dialed calls. Originating 011+ and 10XXX or 10XXXXX 011+ dialed calls from exchange lines provisioned with IBS will be blocked and routed to a recorded announcement. IBS is available to any Call Aggregator, Nonresidence (C)  
(Business) and/or Residence service customer with exchange line side services that are subject to either the Single Line End User Common Line (EUCL) or Multiline Business EUCL rates. It is provided where facilities permit as specified in the National Exchange Carrier Association Inc., Tariff FCC No. 4. (C)

The service (IBS) is available and may only be ordered on exchange line side services and only on a per line/trunk basis. No separate nonrecurring charge will apply for the installation of IBS when it is installed coincident with the initial installation of Telephone Company exchange service. A separate nonrecurring charge applies to IBS when it is installed subsequent to the initial installation of Telephone Company Exchange Service. (C)  
(C)

	<u>USOC</u>	<u>Rate</u>
International Blocking Service		
- Per Line or Trunk	RBVXC	\$16.10

(This page filed under Transmittal No. 698)

Issued: August 23, 1996

Effective: September 6, 1996

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services  
(Cont'd)

(N)

13.3 Miscellaneous Services (Cont'd)13.3.8 900 Pay-Per-Call Blocking

900-Pay-Per-Call blocking is a service which allows residence and nonresidence customers, Interexchange Carriers (IXC), and Billing and Collection Services (B&CS) as the Information Provider's/Sponsor's agent (and only under the direction of the Information Provider/Sponsor), to request the Telephone Company to block the origination of calls to all direct dialed "dial-it" type services (including, to 900 and 976 services). "Dial-it" services are sponsor-priced recorded and/or live information or entertainment services that allow callers to be connected to sponsor's prerecorded or live program by dialing a 900, or 976 Number. 900-Pay-Per-Call Blocking does not block the dialing of 700 numbers.

(A) Sponsor Requested 900 Pay-Per-Call Blocking

Sponsor Requested 900-Pay-Per-Call Blocking is available only where facilities and conditions permit and where necessary modifications to provide the service can feasibly be made at the Telephone Company's central office.

Sponsor Requested 900-Pay-Per-Call Blocking is permitted on all residence and nonresidence individual and trunk lines, and Centrex and ESSX-1 service lines.

Sponsor Requested 900-Pay-Per-Call Blocking is available only on customer-dialed station-to-station calls.

(N)

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services  
(Cont'd)

(N)

13.3 Miscellaneous Services (Cont'd)13.3.8 900 Pay-Per-Call Blocking (Cont'd)(A) Sponsor Requested 900 Pay-Per-Call Blocking (Cont'd)

Sponsor Requested 900-Pay-Per-Call Blocking is available only to block "dial-it" type services as described in A, above, and cannot be implemented to block specific programs. Blocking requested by one IXC, Sponsor or B&CS provides blocking for all "dial-it" type services described above.

Sponsor Requested 900-Pay-Per-Call Blocking may be requested by either an IXC, Sponsor or a B&CS for "dial-it" type services for which no complaint for unpaid charges is under dispute resolution procedures mandated by the Federal Trade Commission.

The IXC, Sponsor or B&CS must certify to the Telephone Company that notification was given to the customer of possible blocking of "dial-it" type services before the Telephone Company will provide the Sponsor Requested 900-Pay-Per-Call Blocking.

Blocking of "dial-it" type services requested by an IXC, Sponsor or B&CS will only be removed by the Telephone Company upon notification from the IXC, Sponsor or B&CS.

Sponsor Requested 900-Pay-Per-Call Blocking will be billed to the IXC, Sponsor or B&CS requesting the blocking service.

(N)

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services  
(Cont'd)

(N)

13.3 Miscellaneous Services (Cont'd)13.3.8 900 Pay-Per-Call Blocking (Cont'd)(B) Customer Requested 900-Pay-Per-Call Blocking

Customer Requested 900-Pay-Per-Call Blocking is available only where facilities and conditions permit and where necessary modifications to provide the service can feasibly be made at the Telephone Company's central office.

Customer Requested 900-Pay-Per-Call Blocking is permitted on all residence and nonresidence individual and trunk lines, and Centrex and ESSX-1 service lines.

Customer Requested 900-Pay-Per-Call Blocking is available only to block "dial-it" type services as described in above, and cannot be implemented to block specific programs. This blocking service will block direct dialing of all "dial-it" type calls regardless of whether its 900 or 976 service. Dialing of 700 numbers is not blocked.

Customer Requested 900-Pay-Per-Call Blocking is available only on customer-dialed, station-to-station calls.

The nonrecurring charge for Customer Requested 900-Pay-Per-Call Blocking is waived when blocking is provided to residential subscribers. The waiver applies to their initial and all subsequent requests.

The nonrecurring charge to establish Customer Requested 900-Pay-Per-Call Blocking is waived when blocking is provided to a nonresidence subscriber at the same time the associated access line is established and/or when transferred to a new address.

(N)

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services  
(Cont'd)

(N)

13.3 Miscellaneous Services (Cont'd)13.3.8 900 Pay-Per-Call Blocking (Cont'd)(B) Customer Requested 900-Pay-Per-Call Blocking (Cont'd)

Requests to remove Customer Requested 900-Pay-Per-Call Blocking must be made to the Telephone Company in writing.

(C) RATES AND CHARGES(1) Sponsor Requested 900-Pay-Per-Call Blocking

The following rates and charges are applicable to establish call blocking.

	<u>Nonrecurring Charge</u>	<u>USOC</u>
(a) <u>Residence Service</u>		
900-Pay-Per-Call Blocking, per request, per line	\$ 16.00	CREXN
(b) <u>Nonresidence Service</u>		
900-Pay-Per-Call Blocking per request, per individual or trunk line	16.00	CREXN
(c) <u>Centrex and ESSX-1 Service</u>		
900-Pay-Per-Call Blocking, per request, per Centrex or ESSX-1 service line	16.00	CREXN (N)

This page filed under Transmittal No. 644

Issued: December 13, 1993

Effective: February 10, 1993

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (N)  
(Cont'd)13.3 Miscellaneous Services (Cont'd)13.3.8 900 Pay-Per-Call Blocking (Cont'd)(C) RATES AND CHARGES (Cont'd)

		<u>Nonrecurring Charge</u>	<u>USOC</u>
(2)	<u>Customer Requested 900 Pay-Per- Call Blocking</u>		
	The following rates and charges are applicable for the establishment of Customer Requested 900-Pay-Per-Call Blocking.		
(a)	<u>Residence Service</u>		
	Charge waived for residence customers		
	Customer Requested 900-Pay-Per-Call Blocking, per request, per line	\$ 16.00	CREXB
(b)	<u>Nonresidence Service</u>		
	Charge waived for nonresidence customers when ordered at the same time the access line to be blocked is established or when the access line is transferred to a new address		
	Customer Requested 900-Pay-Per-Call Blocking, per request, per individual or trunk line or WATS access line	16.00	CREXB
(c)	<u>Centrex and ESSX-1 Service</u>		
	Customer Requested 900-Pay-Per-Call Blocking, per request, per Centrex or ESSX-1 service line.	16.00	CREXB(N)

This page filed under Transmittal No. 644

Issued: December 13, 1993

Effective: February 10, 1993

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services(Cont'd)

(N)

13.3 Miscellaneous Services (Cont'd)

## 13.3.9 FLEX-ANI, End-User Charge

This monthly charge is assessed on lines described in Section 16 of Cincinnati Bell Telephone's General Exchange Tariff, PUCO No. 8, for provision of FLEX-ANI digits as described on Section 6.3.1 (F) preceeding, The FLEX-ANI digits are provided in order to allow payphone line identification for dial around compensation. The monthly charge will be in effect 24 months from the first month's charges.

	Monthly Rate
FLEX-ANI End-User Charges	\$.1.04

(N)

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(This Page filed under Transmittal No. 719)

Issued: March 31, 1998

Effective: April 15, 1998

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

## 13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

## 13.3 Miscellaneous Services (Cont'd) (N)

## 13.3.9 Local Number Portability (LNP) Query Service (N)

## (A) General

Local Number Portability (LNP) Query Service provides the ability (1) of a Telecommunications Carrier's customers to maintain the same Telecommunications Number (TN) when changing from one telecommunications service provider to another while remaining at the same location, and (2) for all Telephone Company customers to complete local calls to numbers that have been ported. LNP capability will be activated in Telephone Company end office switches based on receipt of a Bona Fide Request.

LNP Query Service is a capability that utilizes Advanced Intelligent Network (AIN) technology to query a data base to secure network routing instructions before completion of a call. The database contains information about end users which have ported their service from the donor switch. At a minimum, the database contains the Location Routing Number (LRN) which identifies the Local Service Provider's (LSP) switch serving each ported end user. The LRN is used to direct the call to the correct switch for completion to the end user. Where more than one network is involved in completing the call, the network just before the terminating network (i.e., the N-1 Network) is responsible for querying a LNP data base to secure the LRN.

N-1 wireline and wireless telecommunications carriers ('Carriers') will be assessed a LNP query charge as set forth in 13.3.9(E) following where they deliver calls for termination by the Telephone Company for which a query has not been performed. (N)

## ACCESS SERVICE

## 13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

## 13.3 Miscellaneous Services (Cont'd)

## 13.3.9 Local Number Portability (LNP) Query Service

(N)

## (B) LNP Query Service Application

Terminating calls from N-1 Carriers upon which a query has not been performed to numbers in the Telephone Company's network with NXX codes that have been designated as number portable may require a query to the LNP data base. There are three applications of the LNP network capability available through the Telephone Company's network.

## (1) Prearranged LNP Query

N-1 Carriers may arrange in advance to have the Telephone Company query the LNP data base for terminating a call into the Telephone Company's network. This query is initiated on behalf of the Carrier in the performance of its N-1 responsibility. In this scenario, the Telephone Company's end office or access tandem switch will suspend call processing and launch a query to the LNP data base. When the routing information is returned to the switch, call processing is resumed and the call is routed to the correct switch for completion to the called party. The Carrier will be assessed either an end office or a tandem LNP Query depending upon where the query is launched.

## (2) Default LNP Query

Carriers who have not arranged in advance to have the Telephone Company query the LNP data base or otherwise do not qualify for the prearranged query rate and terminate calls into the Telephone Company's network without having performed the appropriate data base query will be assessed a Default LNP Query. This query is initiated on behalf of the N-1 Carrier in the performance of its N-1 responsibility, and may require the Telephone Company to assume extraordinary measures to meet the demand of unforecasted default queries. The Carrier will be assessed either an end office or a tandem LNP Default Query depending upon where the query is launched.

(N)

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This page filed under Transmittal No. 730

Issued: October 29, 1998

Effective: November 13, 1998

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

## 13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

## 13.3 Miscellaneous Services (Cont'd)

13.3.9 Local Number Portability (LNP) Query Service (Cont'd) (N)  
(N)

## (B) LNP Query Service Application (cont)

## (3) LNP Database Query

This rate element applies to wireless and wireline N-1 telecommunications carriers who make a number portability database query to CBT's number portability database, utilizing CBT's Common Channel Access Service as specified in section 6 of this Tariff.

## (C) Service Provisioning

LNP Query Service is deployed in all of Cincinnati Bell Telephone switches.

LNP Query Service procedures will be applied uniformly to all users of the Telephone Company's LNP Query Service except as stated in 3, following. The Telephone Company's LNP database will receive and respond to all queries, including the Telephone Company's queries in accordance with accepted industry technical standards.

## (1) Manner of Provisioning

LNP Query Service will be provisioned using the LRN. LRN associates an NPA-NXX-XXXX number with each central office switch that serves ported lines. This number will be known as the LRN for that switch. The LRN will be used as a network routing number for calls to ported numbers served by that switch. All switching equipment types will utilize LRN functionality using Advanced Intelligent Network capability (AIN).

(N)

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This page filed under Transmittal No. 730

Issued: October 29, 1998

Effective: November 13, 1998

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

## 13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

## 13.3 Miscellaneous Services (Cont'd)

13.3.9 Local Number Portability (LNP) Query Service (Cont'd) (N)  
Service Provisioning (Cont'd)

## (2) Limitations

LNP Query Service is to be used only on a call-by-call basis for routing calls to number portable NXX codes and cannot be used for purposes other than those functions described herein.

Information residing in the Telephone Company's LNP database is protected from unauthorized access and may not be stored in a carrier's data base or elsewhere for any reason.

## (3) Network Management

The Telephone Company will administer its network with the objective of the provision of acceptable service levels to all users of LNP query service.

The Telephone Company maintains the right to block traffic upon which it is assessing the Default LNP Query rate in a nondiscriminatory manner, if the processing of default queries should result in congestion or overload of its network. The Telephone Company may also block traffic received on a prearranged basis where the query volume is 125 percent or more of the forecasted busy hour level and the processing of these queries should result in congestion or overload of its network.

## (D) Rate Regulations

The rates and charges associated with LNP Query Service are "query" based and will be billed on a monthly basis, based on recorded usage. Query charges will be applied by the Telephone Company based upon the recordings of carrier queries to the database. If such recordings are not available, the Telephone Company will develop monthly charges based on an average number of queries per month.

Query charges will not apply for an NXX until a TN has been ported from that NXX. After an NXX is open, Query rate element apply for each query received at the Telephone Company's database, regardless of whether on not the TN is actually ported.

Specific rates and charges are set forth in section 13.3.9(E).

(N)

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This page filed under Transmittal No. 730

Issued: October 29, 1998

Effective: November 13, 1998

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

### 13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

### 13.3 Miscellaneous Services (Cont'd)

### 13.3.9 Local Number Portability (LNP) Query Service (Cont'd)

### (E) Rates and Charges

(1)	Rate Per Query	<u>Prearranged</u>	<u>Default</u>
	LNP Query		
	- Tandem	\$ 0.001540	\$ 0.001540
	- End office	\$ 0.001540	\$ 0.001540

LNP Database Query	\$. 0.000569
--------------------	--------------

### 13.3.10 Customer Specified Signaling Level

This option adds additional equipment at the customer premises to enable the customer to regulate the specific db loss level down to zero db loss. This option is also available as a month-to-month option as shown in Section 7.5.9(C).6.

USOC	Non-Recurring Rate
NRMRL	\$1000.00

### 13.3.11 Service/Circuit Rearrangement

This option changes the Common Language Location Identification (CLLI) for a customer to their Point-Of-Presence (POP), customer name, or changes the customer facilities assignment.

Customer	USOC	Non-Recurring Rate
Switched	NRMC3	\$ 200.00
Per Channel	NRMC4	60.00
Special	NRMC5	75.00(I)
Per Channel	NRMC6	70.00(I)

## ACCESS SERVICE

## 13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

## 13.3 Miscellaneous Services (Cont'd)

## 13.3.12 Design Management Charge

Applies on a per-circuit basis at the lowest circuit level moved for project coordination when customer is moving facilities within the customers network or from one customer network to another.

Circuit Type	USOC	Non-Recurring Rate
DS0 (VG, DDS, Audio,	PCCD0	\$ 290.00(I)
DS1	PCCT1	580.00(I)
LAN - 10Mg	PCC10	1,150.00(I)
DS3,Video,LAN-100Mg	PCCT3	1,725.00(I)
OC-3	PCC03	2,300.00(I)
OC-12	PCC12	4,600.00(I)
OC-48, LAN - 1Gbps	PCC48	9,200.00(I)
OC-192	PCC92	18,400.00(I)

## 13.3.13 Circuit Identification Change Charge

Applies per occurrence when a carrier requests changing the customer circuit identification.

USOC	Non-Recurring Rate
NRTAG	\$ 300.00

CINCINNATI BELL TELEPHONE COMPANY

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ACCESS SERVICE

14. Exceptions to Access Service Offerings

The services offered under the provisions of this tariff are subject to availability as set forth in 2.1.4 preceding.

(T)

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Issued: July 2, 1985

Effective: October 1, 1985

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

15. Rate Centers

This section lists all rate centers within the Cincinnati Market Area (LATA). The rate centers are arranged alphabetically by state. Any rate center listed in all capital letters denotes a rate center served by The Cincinnati Bell Telephone Company. All others are non-Cincinnati Bell points.

Indiana

Aurora  
Dillsboro  
East Enterprise  
Guilford  
Lawrenceburg

(D)

Patriot  
Rising Sun  
Vevay

Kentucky

ALEXANDRIA  
BOONE  
BUTLER  
COVINGTON  
FALMOUTH  
GLENCOE  
INDEPENDENCE  
WALTON  
WARSAW  
WILLIAMSTOWN

Ohio

BETHANY  
BETHEL  
Butlerville  
CINCINNATI  
CLERMONT  
Fayetteville

(D)

HAMILTON  
HARRISON  
Lebanon  
LITTLE MIAMI  
Mason  
Morning Sun  
Morrow  
NEWTONSVILLE  
Oxford  
REILY  
SEVEN MILE  
SHANDON  
South Lebanon  
Waynesville  
WILLIAMSBURG

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(This page filed under Transmittal No. 684)

Issued: August 1, 1995

Effective: September 15, 1995

Senior Vice President  
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Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE COMPANY LLC

TARIFF FCC NO. 35  
2nd Revised Page 214  
Cancels 1st Revised Page 214

ACCESS SERVICE

16. RESERVED

(D)

(D)

(This page filed under Transmittal No. 796)

Issued: March 15, 2005

Effective: March 30, 2005

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

ACCESS SERVICE

16. RESERVED

(D)

(D)

(This page filed under Transmittal No. 796)

Issued: March 15, 2005

Effective: March 30, 2005

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

ACCESS SERVICE

16. RESERVED

(D)

(D)

(This page filed under Transmittal No. 796)

Issued: March 15, 2005

Effective: March 30, 2005

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

ACCESS SERVICE

16. RESERVED

(D)

(D)

(This page filed under Transmittal No. 796)

Issued: March 15, 2005

Effective: March 30, 2005

Vice President  
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ACCESS SERVICE

16. RESERVED

(D)

(D)

(This page filed under Transmittal No. 796)

Issued: March 15, 2005

Effective: March 30, 2005

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ACCESS SERVICE

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(N)

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

Senior Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

17. Optical Collocation and Interconnection Services to OCIS

Rates and regulations in this section are applicable to Optical Collocation and Interconnection Services ("OCIS"), and are in addition to applicable rates and regulations in other sections of this tariff and other Telephone Company tariffs. Failure to pay OCIS charges or failure to comply with the regulations, terms, and conditions specified in this tariff will give the Telephone Company the right to discontinue service as specified in this tariff and/or terminate the arrangement as provided herein.

17.1 General

Section 17 contains regulations, terms and conditions for the Telephone Company's offerings of Expanded Interconnection under Physical Collocation and Virtual Collocation arrangements for Special Access Services and for Switched Transport Services and associated services. This section does not apply to any other service offered by the Telephone Company.

OCIS provides for Serving Wire Center Physical Collocation and Expanded Interconnection of Telephone Company-provided transport facilities.

Virtual Interconnection Services (VIS) provides Virtual Collocation and Expanded Interconnection of Telephone Company-provided transport facilities.

(N)  
|  
(N)

The services described in this section is provided subject to availability of space and facilities in each Serving Wire Center designated in Sections 17.4.3, preceding, and 17.11.6, following.

(C)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS)

(N)

17.2 Service Description17.2.1 General

(A) OCIS is a Physical Collocation service providing for the interconnection of Telephone Company facilities and tariffed services to Interconnector-provided fiber optic Facilities and equipment which are terminated at Telephone Company Serving Wire Centers.

(B) OCIS consists of two primary components:

(1) Collocation

This provides Partitioned Space within a Serving Wire Center where Interconnector Facilities are located and terminated with Telephone Company facilities or services required to support said collocation; and

(2) Interconnection

This establishes a connection at a Telephone Company-designated Point of Interconnection.

(C) OCIS will be provided to Customers who agree to the terms set forth in this tariff and then only so long as the Interconnector adheres to the terms and conditions thereof. The Telephone Company may terminate an OCIS arrangement before its date of expiration in the event that the Interconnector is in violation of the terms of this tariff.

17.2.2 Rate Definitions

Rates for OCIS are defined in this tariff for:

(A) The establishment and maintenance of Partitioned Space, accommodation of Interconnector's facilities within a Serving Wire Center, use of conduit or other Telephone Company facilities, and Interconnector-specific requirements;

(N)

(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.2 Service Description (Cont'd)17.2.2 Rate Definitions (Cont'd)

- (B) All applicable nonrecurring and/or monthly charges for services interconnected through OCIS, unless otherwise specified in this section; and
- (C) The Electronic Cross-Connect Charge (ECC) provides for the communications path between the collocated Interconnector-provided Facilities, and the Telephone Company Serving Wire Center. The ECC will apply in lieu of the Channel Termination rate described in Section 7.1.2, or in lieu of the Switched Transport Entrance Facility Charge set forth in Section 6.1.3 (B)(1)(a). The rates for the ECC are set forth in Section 17.10.2.

17.2.3 Service Interconnection

Interconnection is offered to the following services and options (Electrical Only):

- (A) Special Access (Section 7)
  - 1.544 Mbps High Capacity Service (MercNET 1.5) (DS1)
  - MercNET 45 High Capacity Service (44.736 Mbps) (DS3)
- (B) Switched Access Feature Groups A, B and D (Section 6)
- (C) Switched Transport:
  - Tandem-Switched Transport
  - MercNET 1.5 (DS1) Direct-Trunked Transport
  - MercNET 45 (DS3) Direct-Trunked Transport

(This page filed under Transmittal No. 684)

Issued: August 1, 1995

Effective: September 15, 1995

Senior Vice President  
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ACCESS SERVICE

Regulations

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

17.3 General Regulations

- (A) OCIS is provided for the sole purpose of connecting Interconnector Facilities to Telephone Company facilities or services. Connection may be made only with the provisions of OCIS and only to the Point of Interconnection.
- (B) Provision of OCIS to an Interconnector does not create or vest any easements or ownership or property rights in the Interconnector.
- (C) The Interconnector may not provide or make available to any third party, any portion of space or any location within the Partitioned Space.
- (D) The provision of OCIS does not constitute a joint undertaking between the Telephone Company and Interconnector or any other party.
- (E) None of the provisions of this section apply or extend to any subscriber to service offered by the Interconnector.
- (F) The Interconnector shall be responsible for all costs associated with the rearrangement of all other parties' facilities or equipment necessary to provide access to the Partitioned Space or to accommodate the Interconnector's facilities.
- (G) The Telephone Company will not be responsible or have any obligation to provide communication or notices to any subscriber to services offered by the Interconnector. (D)  
(D)

(This page filed under Transmittal No. 642)

Issued: November 18, 1993

Effective: February 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.3 General Regulations (Cont'd)

- (H) Upon expiration of the OCIS term or termination of OCIS in accordance with this tariff, the Interconnector shall, within thirty (30) days, and at its expense, disconnect and remove all of the Interconnector's Facilities from the Partitioned Space and from all other Telephone Company-owned or controlled areas in which the Telephone Company has allowed the Interconnector to place the Interconnector's Facilities. If the Interconnector fails to remove such facilities the Telephone Company may have the Interconnector's Facilities removed at the Interconnector's expense.
- (I) When special construction is reasonably required for the provision of OCIS, Special Construction Charges as specified in the Telephone Company's FCC Tariff No. 39, shall apply.
- (J) Allowance credits for service interruptions will be applied as specified in Section 2.4.4 of this tariff. (C)  
(T)
- (K) The Telephone Company reserves the right to reclaim and reallocate Partitioned Space that an Interconnector does not begin to use for the purposes intended in this tariff within sixty (60) days after completion of the construction of the Partitioned Space.
- (L) The Telephone Company reserves the right, upon reasonable notification, to modify technical, administrative or environmental procedures as they apply to the provision of OCIS.
- (M) The Interconnector will be responsible for all nonrecurring costs incurred by the Telephone Company that are attributable to the Interconnector, and not otherwise covered by rates in this tariff, for the provision of OCIS for the Interconnector. Such costs will be calculated on a fully allocated time-and-materials basis.
- (N) Interconnector will at all times be subject to the provisions for liability, damages, and insurance as specified in Sections 2 and 17, and elsewhere in this tariff.

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(This page filed under Transmittal No. 642)

Issued: November 18, 1993

Effective: February 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.3 General Regulations (Cont'd)

- (O) An Interconnector may not directly interconnect to a different Interconnector's equipment or facilities.
- (P) Shared Service and Facilities arrangements are permitted with High-Capacity Expanded Interconnection and Collocation arrangements. Refer to Sections 6.7.14 and 7.4.8, preceding, for regulations regarding Shared Use. (D)  
(N)  
|  
(N)
- (Q) The Interconnector's Partitioned Space, Conduit Space, and Cable Space will not be considered Customer Premises.
- (R) Interconnector may not construct improvements or make alterations or repairs to the Partitioned Space without the prior written approval of the Telephone Company.
- (S) OCIS is provided for a minimum term of one (1) month.
- (T) Equipment included in the Interconnector's Facilities shall be limited to equipment necessary to terminate basic transmission facilities.
- (U) The Interconnection Charge for Switched Transport as set forth in Section 6.1.3 (B)(4) will always be charged when Expanded Interconnection and Collocation arrangements for Switched Transport Services are utilized, in addition to other charges for Expanded Interconnection and Collocation. (N)  
|  
|  
|  
(N)

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(This page filed under Transmittal No. 642)

Issued: November 18, 1993

Effective: February 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (S)(Y)17.4 Availability and Allocation of Assignable Space17.4.1 Initial Request For Space

(A) The Telephone Company will provide OCIS only where suitable facilities exist and then only to the extent that there exists adequate space within the Serving Wire Center for the Telephone Company to offer suitable Partitioned Space. The Telephone Company will not be liable for any claim should Partitioned Space, or any associated requirement, not be available. A listing of Serving Wire Centers where OCIS is available is found in Section 17.4.3 following.

(B) The Telephone Company is not required to purchase additional plant or equipment, relinquish space or facilities for which it has forecast a need, undertake the construction of new quarters or construct additions to existing quarters in order to satisfy an Interconnector's request for Partitioned Space or any associated requirements. In determining availability, the Telephone Company will consider and give preference to its present and foreseeable space needs.

(C) In those instances where the Telephone Company, in the exercise of its sole discretion, determines that Partitioned Space and associated requirements are available, the Telephone Company will permit the Interconnector to occupy Partitioned Space and will provide conduit or an equivalent path for Interconnector's Facilities. A maximum of 200 square feet of Partitioned Space per Serving Wire Center will be available to each Interconnector. The Telephone Company will designate the floor space within each Serving Wire Center which will constitute the Interconnector's Partitioned Space. Rates shown in Section 17.10.2 are for a 100-square-foot Partitioned Space. Upon request, Partitioned Spaces for less than 100 square feet can be negotiated on an Individual Case Basis (ICB). Such agreements will then be tariffed and become generally available. (S)(Y)  
(C)(Y)  
(S)(X)  
(S)(Y)  
(C)(X)  
(C)(X)

(X) Issued on not less than 20 days' notice under authority of Special Permission No. 93-426 of the Federal Communications Commission.

(Y) Reissued material effective June 16, 1993

(This page filed under Transmittal No. 627)

Issued: May 25, 1993

Effective: June 16, 1993

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.4 Availability and Allocation of Assignable Space (Cont'd)17.4.1 Initial Request For Space (Cont'd)

- (D) If space is not available for Physical Collocation, the Telephone Company will make reasonable efforts to negotiate a mutually agreeable Virtual Collocation arrangement with the Interconnector on an Individual Case Basis (ICB) only.
- (E) Interconnection of microwave transmission facilities will be negotiated between the Telephone Company and the Interconnector only on an Individual Case Basis (ICB).
- (F) Access to the Partitioned Space shall be provided subject to the terms and conditions contained in this tariff, including, but not limited to, the Interconnector's compliance with the Telephone Company's policies regarding fire protection, safety and security
- (G) The Interconnector will provide the Telephone Company with access to the Partitioned Space to allow the Telephone Company to react to emergencies, provide services, and inspect for compliance with fire, safety, health, or other regulations or standards.
- (H) In the event of a Telephone Company work stoppage, the Interconnector will comply with Telephone Company operating procedures regarding security as set forth in Section 17.8.
- (I) The Telephone Company reserves the right to move the Interconnector to a reasonably equivalent Partitioned Space or to reclaim Partitioned Space or other Telephone Company facility, or any portion thereof, for good cause. When the move is at the request of the Telephone Company, the Telephone Company will be responsible for the costs associated with the removal, transportation, and reinstallation of the Interconnector's equipment and the preparation of the new (replacement) Partitioned Space at the new location. (N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

- |        |  |   |     |     |
|--------|--|---|-----|-----|
| 17.    | <u>Optical Collocation and Interconnection Services (OCIS)</u> | (Cont'd)  | (S) | (Y) |
| 17.4   | <u>Availability and Allocation of Assignable Space</u>         | (Cont'd)  |     |     |
| 17.4.1 | <u>Initial Request For Space</u>                               | (Cont'd)  | (S) | (Y) |
|        |  |   | (D) | (X) |
|        |  |   |     |     |
|        |  |   | (D) | (X) |
| 17.4.2 | <u>Expansion of Partitioned Space</u>                          |   | (S) | (Y) |
|        | (A)  | At the Interconnector's request, the Telephone Company will reserve available floor space in the same Serving Wire Center as the Interconnector's Partitioned Space for future expansion.   |     |     |
|        | (B)  | The rates for reserving floor space are the monthly rates for Partitioned Space as set forth in Section 17.10.2.  |     |     |
|        | (C)  | The Telephone Company will reserve available floor space for a maximum period of 12 months or until such time as the reserved space is required for use by the Telephone Company or another Interconnector.   |     |     |
|        | (D)  | Floor space reservations will be accepted only from existing Interconnectors and only as part of this tariff. All others must first apply for OCIS as specified in Section 17.6.1.  |     |     |
|        | (E)  | If the Telephone Company requires the reserved space, for purposes other than reclamation as provided in Section 17.4.1 above, the Telephone Company will notify the Interconnector and allow the Interconnector the opportunity to begin use of the reserved space. If the Interconnector does not begin to use the reserved space for the purposes intended in this tariff within sixty (60) days of the date of such notice the Interconnector will be deemed to have relinquished the reserved space. | (S) | (Y) |

(X) Issued on not less than 20 days' notice under authority of Special Permission No. 93-426 of the Federal Communications Commission.

(Y) Reissued material effective June 16, 1993  
(This page filed under Transmittal No. 627)

Issued: May 25, 1993

Effective: June 16, 1993

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.4 Availability and Allocation of Assignable Space (Cont'd)17.4.2 Expansion of Collocation Space (Cont'd)

(F) The Telephone Company will use reasonable efforts to assign reserved space within a Serving Wire Center so that it is contiguous with the Interconnector's existing Partitioned Space; however, the Telephone Company makes no guarantee that adjacent space will be available.

(G) Reservations pertain only to floor space. The Interconnector may not reserve any cable, conduit or other spaces or facilities of the Telephone Company.

17.4.3 Serving Wire Centers - Collocation Availability

OCIS will be provided by the Telephone Company where suitable space and associated requirements exist at the Serving Wire Centers listed below. If the Telephone Company receives a request for collocation at a Serving Wire Center other than those listed below, the Telephone Company will file tariff revisions within 45 days of receipt of the request to add the requested location to the list, provided suitable space and associated requirements exist.

<u>Wire Center Name</u>	<u>CLLI</u>
Avondale	CNCNOHAV
Batavia	BATVOHBA
Crescentville	RILTOHCS
Evendale	EVDLOHEV
Glendale	GLDLOHGD
Hamilton	HMTNOHHM
Hartwell	CNCNOHHW
Loveland	LVLDLOHLO
Milford	MLFROHMF
Montgomery	MTGMOHMO
Northside	CNCNOHNS
Norwood	NRWDOHNW
Rossmoyne	RSMYOHRO
West Seventh St.	CNCNOHWS

(N)

(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)

17.4 Availability and Allocation of Assignable Space (Cont'd)

17.4.3 Serving Wire Center - Collocation Availability (Cont'd)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.5 Network Compatibility and Standards

- (A) The operating characteristics of the Interconnector's Facilities shall not interfere with the Telephone Company's or another Interconnector's or tenant's facilities or services and shall not:
- (1) Endanger the safety of Telephone Company employees, other OCIS Interconnectors or the public;
  - (2) Damage or require change or alteration of Telephone Company equipment or facilities;
  - (3) Interfere with the proper functioning of Telephone Company equipment or facilities; or
  - (4) Impair the operation of the Telephone Company network or otherwise injure any party in its use of Telephone Company services.

The Telephone Company may, with or without notice to the Interconnector, disconnect any Interconnector's Facilities which, in the Telephone Company's sole judgement, are in violation of the provisions in Section 17.5.

- (B) The Interconnector shall provide the Telephone Company with documents and specifications defining the environmental and transmission standards of the Interconnector's Facilities to be located within its Partitioned Space. (N)

(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.5 Network Compatibility and Standards (Cont'd)

(C) Interconnector Facilities located within Partitioned Space, a Serving Wire Center or other Telephone Company facilities pursuant to this tariff shall meet the Telephone Company's environmental, safety and transmission standards as in effect at the time of equipment installation and as thereafter modified and shall comply with the following:

- \* Bellcore Network Equipment Building System Generic Equipment Requirements (TR-NWT-000063);
- \* Bellcore Generic Specifications for Optical Fiber and Optical Fiber Cable (TR-TSY-000020);
- \* Bellcore Generic Requirements For Intrabuilding Optical Fiber Cable (TR-NWT-000409);
- \* Bellcore Isolated Ground Planes (TR-EOP-000295);
- \* Bellcore Electromagnetic Compatibility...(TR-NWT-001089);
- \* Bellcore Central Office Environment...Requirements (TR-NWT-001275);
- \* the National Electrical Code (NEC);

(N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.5 Network Compatibility and Standards (Cont'd)

## (C) (Cont'd)

- \* the National Electrical Safety Code (NESC);
- \* the Occupational Safety and Health Act (OSHA); and
- \* applicable rules and regulations of the Federal Communications Commission and any other governmental and/or regulatory authority having proper jurisdiction.

(D) Interconnector Facilities to be interconnected to the Point of Interconnection shall be provided using standard electrical interface levels of 1.544 Mbps or 44.736 Mbps on channels that meet the technical description of the interface as specified in the Bellcore publication for High Capacity Digital Special Access Service (TR-INS-000342) and Bellcore Fundamental Generic Requirements for Digital Signal Cross-Connect Systems DSX-1, 1C, 2, and 3 (TR-NPL-000320). The Interconnector is responsible for optical-to-electrical conversions, speed conversions, multiplexing, or any other change(s) required to connect Interconnector Facilities to Telephone Company equipment and facilities at compatible interfaces, levels or speeds.

(E) The Telephone Company will provide 48V DC Power from a power board or Battery Distribution Fuse Board (BDFB) fuse position. The Telephone Company will run battery and ground return circuits to the Partitioned Space and mark them as "battery" and "ground return". The Telephone Company will run a frame ground cable from the nearest central office ground bar on the same floor as the Partitioned Space, to the Partitioned Space and mark it as "frame ground". Battery, ground return and frame ground cables will be of the same insulation type as used in all Telephone Company DC Power circuits. Cable sizes will be determined by fuse size and length of the cable run, as in Telephone Company power Circuits. The Interconnector is responsible for connecting the power circuits to its fuse panels, and connecting the frame ground to its equipment bays. The Telephone Company will make connections at the power board, BDFB, and central office ground bar.

(N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.5 Network Compatibility and Standards (Cont'd)

- (F) The Interconnector is responsible for ensuring continued technical compatibility of Interconnector Facilities with the Telephone Company network. When changes in standards occur or differences exist between technical references, as defined in this tariff, the Interconnector shall follow the standards the Telephone Company specifies.
- (G) The Telephone Company may conduct Periodic Inspections and Subsequent Inspections. If at any time the Telephone Company reasonably determines that Interconnector Facilities do not meet the standards specified or identified in this tariff, the Interconnector shall be responsible for bringing such facilities into compliance with the standards within thirty (30) days, and for the costs associated with the modification, removal or re-installation of the Interconnector Facilities required to render them in compliance with the referenced standards.
- (H) The Interconnector will work cooperatively with the Telephone Company, on an as-needed basis, to forecast the Interconnector's use of Telephone Company facilities.

(N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.6 Service Requests and Provisioning17.6.1 Requests for Service and Construction of the Partitioned Space

- (A) To apply for OCIS, an Interconnector must send a letter with the details of its request (the "Application") and an Application Fee to:

Director-Intermediary Marketing  
Cincinnati Bell Telephone Co.  
201 East Fourth St. Room 102-920  
Cincinnati, Ohio 45202

Each application for collocation at a Serving Wire Center must contain at least the following information to be considered a "completed" application:

- The Serving Wire Center(s) where OCIS is requested.
- The amount of Partitioned Space requested.
- DC Power requirements.
- Environmental requirements.
- Requested completion date.
- One-year Forecast of DS1 and DS3 Cross-Connects

Applications will be processed on a First-Come, First-Served basis upon receipt of both the completed application and the Application Fee specified in Section 17.6.1(B), below. (T) (T)

- (B) An Application Fee of \$7,500.00 will be required per collocation request, per Serving Wire Center. The application fee is not a deposit. If space is unavailable for Physical Collocation or an Interconnector withdraws its request after the Telephone Company has notified the Interconnector that adequate space and associated requirements are available, the application

(This page filed under Transmittal No. 642)

Issued: November 18, 1993

Effective: February 15, 1994

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.6 Service Requests and Provisioning (Cont'd)17.6.1 Requests for Service and Construction of the Partitioned Space

(B) (Cont'd)

fee, less the costs the Telephone Company has incurred, will be refunded to the Interconnector. The Telephone Company's costs include, but are not limited to the Pre-Construction Survey costs. If the Interconnector orders OCIS, the application fee paid, less the costs the Telephone Company incurs, will be applied against the Partitioned Space Design & Construction nonrecurring charge shown in Section 17.10.2. Costs the Telephone Company incurs in connection with the Interconnector's application in excess of \$7,500.00 will be borne by the Interconnector.

(C) The Telephone Company will conduct a Pre-Construction Survey for each application and notify the Interconnector as to the availability of space and associated requirements within fourteen (14) Business Days of receipt of the completed application and Application Fee.

(D) Following the Pre-Construction Survey, if adequate space and associated requirements are available for Physical Collocation, the Telephone Company will begin further processing of the application and will work cooperatively with the Interconnector to develop an optimal equipment layout for the Partitioned Space. The Telephone Company and the Interconnector will negotiate with the purpose of obtaining a mutually acceptable arrangement.

(E) The Interconnector shall provide the Telephone Company with all information necessary for the Telephone Company to develop architectural, mechanical, electrical, structural or other plans to complete construction of the Partitioned Space. When the Interconnector and the Telephone Company have jointly approved the plans, the Telephone Company will make reasonable efforts to construct the Partitioned Space within forty-five (45) Business Days after the Telephone Company receives all necessary building and other permits. The Partitioned Space will be constructed based upon the approved plans. (N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.6 Service Requests and Provisioning (Cont'd)17.6.1 Requests for Service and Construction of the Partitioned Space

(E) (Cont'd)

The Interconnector will meet with the Telephone Company, as needed, to review Design and Construction work. Construction shall conform with all of the Telephone Company's applicable standards (including but not limited to health, safety and security standards) within a central office environment and with all applicable federal, state and local building codes and other requirements.

(F) The first Interconnector Physically Collocating in a Serving Wire Center will be responsible for the "Building Preparation Design and Construction" charge, which includes all costs the Telephone Company incurs associated with modifying a Serving Wire Center to provide Physical Collocation for Interconnectors. These costs include, but are not limited to general construction, mechanical and environmental work, electrical work, card access and security system work, and architectural and engineering fees. Subsequent Interconnectors must pay a prorated fee based on the number of Interconnectors collocating at the particular Serving Wire Center, and a prorated share will be refunded to earlier Interconnectors. The rates for each Serving Wire Center are set forth in Section 17.10.2.

(G) Upon occupancy of the Partitioned Space, Interconnector requests for OCIS connections to the Telephone Company's facilities and tariffed services will be processed using standard ordering procedures.

(H) OCIS shall be provided by connecting Interconnector Facilities to Telephone Company facilities through the Point of Interconnection as defined herein, unless modified for good cause.

(I) The Telephone Company may prohibit all equipment and facilities, other than cable, from its Manholes. No splicing will be permitted in the Manhole. The Telephone Company shall specify the point of

(N)

(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.6 Service Requests and Provisioning (Cont'd)17.6.1 Requests for Service and Construction of the Partitioned Space (Cont'd)

## (I) (Cont'd)

attachment on each Manhole wall. Interconnector must receive authorization from the Telephone Company before opening Manholes or conducting work therein. Interconnector is also responsible for obtaining all necessary governmental or regulatory permits pertaining to entering and working in Manholes before entering or working in such Manholes.

17.6.2 Work Outside Partitioned Space

(A) For all Interconnector work efforts or installations in Telephone Company conduit systems, in Serving Wire Center space outside the Partitioned Space, or other Telephone Company locations used by other parties, the Telephone Company may:

- (1) Require, at the Telephone Company's sole discretion, a Telephone Company-provided Security Escort Service chargeable to the Interconnector at rates set forth in Section 13.2.6(B).
- (2) Prohibit the placement of any or all equipment or facilities other than cable in Telephone Company-owned or controlled areas;
- (3) Designate the location of cable splices or equipment;
- (4) Approve all installations;
- (5) Require the Interconnector to obtain any necessary rights-of-way or other permits; and
- (6) Conduct and charge the Interconnector for Post-Installation Inspections at rates set forth in Section 13.1.1.

(N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
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17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.6 Service Requests and Provisioning (Cont'd)17.6.2 Work Outside Partitioned Space (Cont'd)

- (B) At the Telephone Company's option, the Telephone Company may provide facilities or equipment, including, but not limited to, conduit, riser supports, racking and termination frames, in such a fashion that the facilities or equipment are shared or used in common with other parties. Dedicated or special arrangements may result in additional charges.

17.6.3 Obligations of the Interconnector

- (A) The Interconnector is responsible for providing and bringing its fiber optic cable to the Serving Wire Center Manhole or other Telephone Company-designated location and providing sufficient cable length to extend the cable into the Serving Wire Center Cable Vault. The Telephone Company shall designate the particular duct(s) or inner duct(s) the Interconnector's cable will occupy.
- (B) The Interconnector will extend its fiber optic cable from the Manhole or other designated location into the Serving Wire Center Cable Vault and splice the cable to the Interconnector-provided fire-retardant riser cable. The Interconnector shall provide a secure dedicated fire-retardant splice enclosure and shall tag all facilities to indicate ownership. The charges for the occupancy of the Conduit Space are set forth in Section 17.10.2.
- (C) The Interconnector shall provide fire-retardant fiber optic riser cable of sufficient length, jointly determined by the Telephone Company and the Interconnector, to extend from the Cable Vault to the designated Partitioned Space.
- (D) The Interconnector will pull the Interconnector-provided fiber-optic riser cable through the Serving Wire Center and deliver it to the Partitioned Space. The Telephone Company will be responsible for providing Cable Space at the rates set forth in Section 17.10.2. (N)

(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.6 Service Requests and Provisioning (Cont'd)17.6.4 Obligations of the Telephone Company

- (A) The Telephone Company will provide a connecting cable from the Telephone Company network to the Point of Interconnection.
- (B) The Partitioned Space includes the floor space, steel wire cage, AC Power convenience outlets, heat & air conditioning and other environmental support to the Interconnector's equipment. The Telephone Company will provide such support items in the same manner that the Telephone Company provides such support items to its own equipment within that Serving Wire Center. The rates and charges for Partitioned Space are set forth in Section 17.10.2.
- (C) Conduit Space, Cable Space, and DC Power will be provided and charged separately from the rates and charges for Partitioned Space, at the rates set forth in Section 17.10.2.
- (D) Provided space is available, whenever a Serving Wire Center has two (2) separate cable entrance facilities for Telephone Company cable, the Telephone Company will permit the Interconnector to use the two (2) cable entrance facilities, if the Interconnector requests such an arrangement. Rates set forth in Section 17.10.2 shall apply. (N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
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## ACCESS SERVICE

Maintenance17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.7 Maintenance of Services

- (A) The use of OCIS and its restoration after a service interruption shall be in accordance with Section 2 of this tariff. To meet emergency requirements, the Telephone Company may rearrange conduit, manhole, cable entrances, riser system or other Telephone Company facilities occupied by the Interconnector's Facilities. The Telephone Company will make reasonable efforts to notify the Interconnector prior to any such rearrangements. If an emergency is caused by an act or omission of the Interconnector or by Interconnector Facilities, such rearrangement will be at the Interconnector's expense.
- (B) Except as provided in Section 17.6 of this tariff, the Interconnector will be responsible for providing, installing, testing and isolating trouble, maintaining, and repairing its fiber optic cable(s), other cable(s), cable splices and any other associated equipment located in a Serving Wire Center, Manhole, Telephone Company conduit system or other Telephone Company facility; and providing, installing, testing and isolating trouble, maintaining and repairing its equipment located in the Partitioned Space, Serving Wire Center or other Telephone Company location. In addition, the Interconnector will be responsible for monitoring the performance of all Interconnector Facilities on the Interconnector's side of the Point of Interconnection, and reporting failures of Telephone Company services to the Telephone Company. The Interconnector is responsible for the initial testing to isolate trouble. Should the Telephone Company require assistance in isolating trouble between the Interconnector's Facilities and the Telephone Company network, the Interconnector will cooperatively test with the Telephone Company, as required. (N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.7 Maintenance of Services (Cont'd)

- (C) After the Interconnector performs its required initial testing to isolate trouble, if such trouble requires the Telephone Company to dispatch its employees, and such trouble is subsequently traced to the Interconnector's Facilities, the Interconnector will be charged a fee as specified in Section 13.2 of this tariff. The Telephone Company will dispatch its employees in the same manner as it dispatches for its own services.
- (D) The Telephone Company will be responsible for all maintenance and related activities on the Telephone Company's side of the Point of Interconnection, including the establishment of the Point of Interconnection and the Telephone Company's connecting cable(s) and other facilities and equipment to the Interconnector's Partitioned Space.

(N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.8 Security Requirements and Arrangements

- (A) The Telephone Company will permit the Interconnector's employees, agents and contractors approved by the Telephone Company (such approval will not be unreasonably withheld) to have access to the areas within the Serving Wire Centers where the Interconnector's Facilities are located. Access to such areas where card readers are required will be permitted at reasonable times as requested by the Interconnector. Access to areas where a Telephone Company Security Escort is required will be permitted with reasonable notification to the Telephone Company. Interconnector must receive authorization from the Telephone Company before opening Manholes or conducting work therein.
- (B) Interconnector agrees to abide by all Telephone Company security policies and procedures for non-Telephone Company personnel access to Telephone Company Serving Wire Centers. The Telephone Company will provide a copy of such security policies and procedures to each Interconnector. Any violation of this Section shall be deemed a material violation of this tariff, for which the Telephone Company may exercise any and all rights and remedies available to it, including but not limited to termination of OCIS to the Interconnector.
- (C) At the time the Interconnector places the order for OCIS, the Interconnector shall supply the Telephone Company with a list of those persons who require access and the locations where access is requested. The list will include social security numbers of all such individuals and a password or other verification factor (such as mother's maiden name). No former employee of the Telephone Company will be given access to Telephone Company Serving Wire Centers by the Interconnector without the expressed written approval of the Telephone Company's Director of Security.
- (D) The Telephone Company will issue non-employee photo identification cards for each Interconnector employee listed in accordance with Section 17.8(C), above at the rate specified in Section 17.10.3. These cards will permit access to the Interconnector's

(N)

(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.8 Security Requirements and Arrangements (Cont'd)

## (D) (Cont'd)

Partitioned Space. The Interconnector must return all access cards to the Telephone Company upon termination of the Collocation arrangement. Interconnector will be charged a fee as shown in Section 17.10.3 for lost or unrecovered cards.

(E) The Interconnector's employees, agents, and contractors must display identification cards at all times while on Telephone Company premises.

(F) The Telephone Company will provide access cards to those persons the Telephone Company approves for access. The Telephone Company may at all times reasonably limit the number of access cards issued. Rates for the access cards are set forth in Section 17.10.3.

(G) The Interconnector must notify the Telephone Company when a security-approved person is no longer in its employ, and when its agents and contractors whose authority to have access to Telephone Company Serving Wire Centers has been revoked. The Interconnector must return all access cards of such persons to the Telephone Company. The Interconnector will be charged the fee set forth in Section 17.10.3 for access cards not returned to the Telephone Company.

(H) Interconnector's employees, agents, and contractors may be restricted to a specific access route, designated by the Telephone Company, from the designated Serving Wire Center exterior door to the Partitioned Space. Interconnector's employees, agents, and contractors will not be permitted in any other Telephone Company area unless accompanied by an authorized Telephone Company representative or unless otherwise authorized by the Telephone Company.

(I) If Interconnector requires Security Escort access after normal Telephone Company working hours, on weekends or on holidays, Interconnector will give reasonable notification to the Telephone Company.

(N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.8 Security Requirements and Arrangements (Cont'd)

- (J) During the construction of the Interconnector's Partitioned Space and installation of Interconnector Facilities, or for subsequent maintenance thereof, Interconnector will have access to its Partitioned Space and to any room or area reasonably required by the Interconnector for such installation or maintenance. Interconnector may be escorted in areas outside its Partitioned Space by authorized Telephone Company employees on such occasions.
- (K) In the event of either Telephone Company or Interconnector work stoppages, separate entrances will be established for Interconnector, where possible, to assure that one party's work stoppage does not impinge upon other parties' normal work operations. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages. The Interconnector will notify the Telephone Company as soon as reasonably practical, first by telephone, followed by written confirmation, of any work stoppages by the Interconnector's employees or agents. Such notifications should be made to the Telephone Company's Director of Security.
- (L) The Telephone Company may deny security clearance to those persons who do not meet the Telephone Company's established security standards.
- (M) The Telephone Company may withdraw or cancel security clearance for those persons who falsify records or violate fire, safety, security, or other Telephone Company practices or policies.

(N)

(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.9 Liability, Responsibility, and Insurance17.9.1 Responsibility

- (A) The Telephone Company shall not be responsible for the design, engineering, installation, testing, operation, maintenance or performance of Interconnector Facilities. Upon acceptance of the Partitioned Space, the Interconnector shall assume any responsibility which may have originally rested with the Telephone Company for the overall Design and Construction of the Partitioned Space.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services or facilities which it provides, and is not responsible for the compatibility of services provided under this tariff when used with Interconnector Facilities.
- (C) The Telephone Company shall not be responsible for transmission quality on the Interconnector's side of the Point of Interconnection.
- (D) The Telephone Company shall not be responsible to the Interconnector for changes in technical criteria or facilities, operations or procedures of the Telephone Company which might render Interconnector Facilities obsolete or require modification, alteration or otherwise affect the performance of such equipment or facilities, when such action is consistent with applicable laws, rules or regulations.

17.9.2 Liability

- (A) The Telephone Company is not liable for any act or omission of the Interconnector in the furnishing of services to the Interconnector's subscribers or affecting other users of the network or the public. (N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.9 Liability, Responsibility, and Insurance (Cont'd)17.9.2 Liability (Cont'd)

- (B) The Telephone Company is not liable for any omission or error in any application or other documents that the Interconnector may provide to the Telephone Company relative to the Interconnector's request for OCIS and the Telephone Company has no responsibility to verify the accuracy of the same.
- (C) The Interconnector shall indemnify and hold the Telephone Company harmless from any and all liability including, but not limited to, claims of libel, slander or infringement of copyright arising from the improper use of information transmitted over its facilities.
- (D) The Interconnector shall indemnify and hold the Telephone Company harmless from any and all liability including, but not limited to, damage to property, or death or injury to any person or persons, directly or indirectly arising out of or caused, in whole or in part, by the Interconnector's acts or omissions or the acts or omissions of any party or individual acting on the Interconnector's behalf.
- (E) The provisions of this section are in addition to any limits of liability or indemnification that may be contained in Section 2 and elsewhere in this tariff or that may be agreed to by the Telephone Company and the Interconnector.

17.9.3 Insurance

- (A) Interconnector shall, at its sole cost and expense, procure, maintain, pay for and keep in force insurance as specified in parts 17.9.3(B) following and underwritten (N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.9 Liability, Responsibility, and Insurance (Cont'd)17.9.3 Insurance (Cont'd)

## (A) (Cont'd)

by insurance companies licensed to do business in the State of Ohio having a BEST Insurance rating of at least "A". Cincinnati Bell Inc. shall be named as an ADDITIONAL (C) INSURED and as a LOSS PAYEE on ALL applicable policies as specified in parts 17.9.3(B), below.

- (B) (1) Comprehensive general liability coverage on a per-occurrence basis in an amount of at least Five Million Dollars (\$5 Million) combined single limit for bodily injury and property damage, with a policy aggregate of at least Five Million Dollars (\$5 Million). Said coverage shall include the premises operations, contractual, independent contractors products/completed operations, broad-form property and personal injury endorsements.
- (2) Umbrella/Excess Liability coverage in an amount of at least Twenty Million Dollars (\$20 Million) excess of coverage specified in 17.9.3 (B)(1), above.
- (3) All Risk Property coverage on a full replacement-cost basis insuring all of Interconnector's real and personal property situated on or within the Telephone Company location(s). Interconnector may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Telephone Company has no liability for loss of profit or revenues should an interruption of service occur.

(This page filed under Transmittal No. 642)

Issued: November 18, 1993

Effective: February 15, 1994

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.9 Liability, Responsibility, and Insurance (Cont'd)17.9.3 Insurance (Cont'd)

## (B) (Cont'd)

(4) (a) Statutory Workers Compensation coverage; and

(b) Employers Liability coverage in an amount of at least Five Million Dollars (\$5 Million).

(C) The limits set forth in Section 17.9.3(B) above, may be increased by the Telephone Company from time to time to at least such minimum limits as shall then be customary in respect of comparable situations within the existing Telephone Company buildings.

(D) All policies purchased by Interconnector shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.

(E) All insurance must be in effect on or before occupancy date of the Partitioned Space and shall remain in force as long as Interconnector's Facilities remain on Telephone Company premises. If Interconnector fails to maintain the required insurance coverage, the Telephone Company may pay the premiums thereon and the Interconnector will reimburse the Telephone Company on demand for such payments. (N)

(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.9 Liability, Responsibility, and Insurance (Cont'd)17.9.3 Insurance (Cont'd)

- (F) Interconnector shall submit certificates of insurance, or other evidence of insurance satisfactory to the Telephone Company, and/or copies of policies reflecting the coverages specified in 17.9.3(B), above prior to the commencement of the work called for in this tariff. Interconnector shall arrange for the Telephone Company to receive 30 days advance notice of cancellation or material changes to coverage from Interconnector's insurance company. Notice of Cancellation or material change should be forwarded to:

Risk Manager  
Cincinnati Bell Inc.  
201 East Fourth St.  
Room 102-732  
Cincinnati, Ohio 45202.

- (G) Interconnector must also conform to the recommendation(s) made by the Telephone Company's fire insurance company which the Telephone Company has already agreed to, or to such recommendations as it shall hereafter agree to.

- (H) Failure to comply with the provisions of this Section will be deemed a material violation of this tariff.

(N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.9 Liability, Responsibility, and Insurance (Cont'd)17.9.4 Liability and Damages

- (A) The Telephone Company shall be liable to Interconnector only for and to the extent of any physical damage caused by the gross negligence or willful misconduct of the Telephone Company's agents or employees, to Interconnector's facilities or equipment occupying the Telephone Company's Serving Wire Center space covered by this tariff. The Telephone Company shall not be liable to the Interconnector or customers of the Interconnector for any interruption of the Interconnector's service or for interference with the operation of Interconnector's Facilities unless caused by the Telephone Company's gross negligence or willful misconduct.
- (B) Except as otherwise provided herein, Interconnector shall indemnify, defend, and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, and costs, including attorneys' fees, whether suffered, made, instituted, or asserted by Interconnector or by any other party or person for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of Interconnector's equipment or facilities or by their proximity to the equipment or facilities of all parties occupying space within or on the exterior of the Telephone Company's Serving Wire Centers, or by any act or omission of the Telephone Company, its employees, agents, former or striking employees, or contractors in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Telephone Company. (N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.9 Liability, Responsibility, and Insurance (Cont'd)17.9.4 Liability and Damages (Cont'd)

- (C) In no event shall the Telephone Company or any of its directors, officers or employees or agents be liable for any loss of profit or revenue by Interconnector or for any loss of AC or DC Power, heating, ventilation and air conditioning interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by Interconnector, even if the Telephone Company has been advised of the possibility of such loss or damage. Interconnector shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expenses or liability arising out of Interconnector's installation and operation of its Facilities and equipment within the Partitioned Space.
- (D) Interconnector represents, warrants and covenants that it shall not cause or permit any other party to cause any environmental conditions in, at or affecting the Serving Wire Center which violate any Federal, state or local law, ordinance, rule or regulation. Interconnector shall indemnify, defend, and hold harmless the Telephone Company from and against any and all liability, damage, claim or cost of any kind, including reasonable attorneys' fees, resulting from or arising out of any breach of the foregoing sentence. (N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.9 Liability, Responsibility, and Insurance (Cont'd)17.9.4 Liability and Damages (Cont'd)

(F) (Cont'd)

(3) If the Partitioned Space and/or Cable Space are totally damaged or rendered wholly unusable by fire or other casualty not caused by Interconnector, then the Collocation Charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Space shall have been repaired and restored by the Telephone Company, subject to the Telephone Company's right to elect not to restore the same as hereinafter provided.

(4) If the Partitioned Space, Conduit Space and/or Cable Space are rendered wholly unusable through no fault of Interconnector, or (whether or not the Partitioned Space, Conduit Space and/or Cable Space are damaged in whole or in part) if the building shall be so damaged that the Telephone Company shall decide to demolish it or to rebuild it, then, in any of such events, the Telephone Company may elect to terminate OCIS by written notice to Interconnector. Such notice shall be given within ninety (90) days after such fire or casualty.

(N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
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17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.9 Liability, Responsibility, and Insurance (Cont'd)17.9.4 Liability and Damages (Cont'd)

(F) (Cont'd)

- (5) Nothing contained herein shall relieve Interconnector from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, the Telephone Company and Interconnector each shall release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise.

The foregoing release and waiver shall be in force only if both releasors' insurance policies contain clauses providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. Interconnector acknowledges that the Telephone Company will not carry insurance on Interconnector's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Interconnector and agrees that the Telephone Company will not be obligated to repair any damage thereto or replace the same.

(N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd) (N)17.10 Rate Element Descriptions, Rates and Charges17.10.1 Rate Element Descriptions

This section contains the specific regulations governing the rates and charges applicable to OCIS.

(A) Application Fee

An Application Fee is a charge associated with each request for Partitioned Space in each Serving Wire Center more particularly described in Section 17.6.1(B).

(B) Partitioned Space Design and Construction

A nonrecurring charge per 100 square-foot area enclosed by a steel wire cage to provide an Interconnector Partitioned Space as defined in Section 2.6. Rates for construction other than steel caging (such as drywall) will be considered "Additional Design and Construction" and will be charged to the Interconnector on an Individual Case Basis (ICB).

(C) Electronic Cross-Connect Charge (ECC)

The rate, per DS1 or DS3 termination, for connecting Interconnector Facilities to Telephone Company Facilities. The rates include the cable and other facilities and equipment provided by the Telephone Company necessary to provide the connection.

(D) Building Preparation Design and Construction

The nonrecurring charge, per Serving Wire Center, for the Serving Wire Center modifications described in Section 17.6.1(F) required to provide Physical Collocation. This charge will be prorated as specified in Section 17.6.1.(F).

(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.10 Rate Element Descriptions, Rates and Charges (Cont'd)17.10.1 Rate Element Descriptions(E) Partitioned Space

The monthly recurring rate, per square foot, per Serving Wire Center, for the Interconnector's use of the Partitioned Space. The rate includes the items specified in Section 17.6.4(B).

(F) Cable Space

The monthly rates (per foot) for the Interconnector's use of Cable Space.

(G) Conduit Space

The monthly rates (per duct-foot) for the Interconnector's use of Conduit Space.

(H) D.C. Power

The monthly rate, per AMP for the Interconnector's usage of D.C. Power.

(I) Security Access Card

The charge, per access card, to provide an Interconnector access to Serving Wire Center areas, as specified in Section 17.8.

(J) Filing Fee

This charge (per filing) recovers the costs the Telephone Company incurs to file tariff changes resulting from an Interconnector's request to add Serving Wire Center(s) to the list shown in Section 17.4.3.

(K) Security Escort Service

Where card access is not available, Telephone Company personnel may be required to accompany the Interconnector's employees, agents, or contractors to the Interconnector's Partitioned Space or other area(s) within the Serving Wire Center.

(N)

(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## RATES AND CHARGES

## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.10 Rate Element Descriptions, Rates and Charges (Cont'd)17.10.2 Rates and Charges

For each OCIS interconnection request, per Serving Wire Center,  
the following rates and charges apply for Physical Collocation:

	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>
A. Application Fee		None	\$ 7,500.00
B. Partitioned Space Design & Construction (per 100 Sq. Feet)		None	\$16,000.00
C. Special Access Electronic Cross- Connect (ECC) Per OCIS Channel			(T)
- 1.544 Mbps (MercNet 1.5) (DS1)	TYLDX	\$ 10.57	None
D. Special Access Electronic Cross- Connect (ECC) Per OCIS Channel			(T)
- 44.736 Mbps (MercNet 45) (DS3)	TYLEX	\$ 60.78	None

(This page filed under Transmittal No. 642)

Issued: November 18, 1993

Effective: February 15, 1994

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## RATES AND CHARGES

## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.10 Rate Element Descriptions, Rates and Charges (Cont'd)17.10.2 Rates and Charges (Cont'd)

For each OCIS interconnection request, per Serving Wire Center,  
the following rates and charges apply for Physical Collocation:

	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	
E. Switched Transport Electronic Cross- Connect (ECC) Per OCIS Channel				(N)
- 1.544 Mbps (MercNet 1.5) (DS1)		\$ 10.57	None	
F. Switched Transport Electronic Cross- Connect (ECC) Per OCIS Channel				
- 44.736 Mbps (MercNet 45) (DS3)		\$ 60.78	None	(N)

(This page filed under Transmittal No. 642)

Issued: November 18, 1993

Effective: February 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.10 Rate Element Descriptions, Rates and Charges (Cont'd)17.10.2 Rates and Charges (Cont'd)

E. Occupancy fees for collocated space in a Telephone Company Serving Wire Center other than those identified below will be determined and filed at the time the Telephone Company receives a request for collocated space in a particular Serving Wire Center.

<u>Serving Wire Center (CLLI)</u>	<u>Nonrecurring Building Preparation Design &amp; Construction</u>	<u>Monthly Partitioned Space per Sq. Ft.</u>	<u>Monthly Cable Space Per Ft.</u>	<u>Monthly Conduit Space Per Duct Ft.</u>	<u>Monthly Basic DC Power Per AMP</u>	
CNCNOHAV	\$80,800.00	\$ 6.75(R)	\$ 17.36	\$ .12	\$ 11.56	(x)
BATVOHBA	92,500.00	7.25	17.36	.12	13.64	
RILTOHCS	80,800.00	6.75(R)	17.36	.12	11.56	
EVDLOHEV	80,800.00	6.75(R)	17.36	.12	11.56	
GLDLOHGD	92,500.00	7.25	17.36	.12	13.64	
HMTNOHHM	80,800.00	6.75(R)	17.36	.12	11.56	
CNCNOHHW	92,500.00	7.25	17.36	.12	13.64	
LVLDOHLO	92,500.00	7.25	17.36	.12	13.64	
MLFROHMF	92,500.00	7.25	17.36	.12	13.64	
MTGMOHMO	92,500.00	7.25	17.36	.12	13.64	
CNCNOHNS	80,800.00	6.75(R)	17.36	.12	11.56	
NRWDOHNW	80,800.00	6.75(R)	17.36	.12	11.56	
RSMYOHRO	80,800.00	6.75(R)	17.36	.12	11.56	
CNCNOHWS	63,200.00	3.97	5.79	.12	18.97	(x)

(x) Issued under authority of Special Permission No. 93-979 of the Federal Communications Commission.

(This page filed under Transmittal No. 639)

Issued: November 12, 1993

Effective: November 15, 1993

Senior Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

17.	<u>Optical Collocation and Interconnection Services (OCIS)</u>	(Cont'd)	(N)
17.10	<u>Rate Element Descriptions, Rates and Charges</u>	(Cont'd)	
17.10.3	<u>Additional Charges</u>		
		<u>Rate</u>	
A.	Security Access Card (Per Card)	\$ 25.00	
B.	Filing Fee (Per Filing)	\$636.47	(N)

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(This page filed under Transmittal No. 620)

Issued: February 16, 1993

Effective: May 17, 1993

Senior Vice President  
201 East Fourth Street  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS)17.11.1 General

Virtual Interconnection Service (VIS), following, is available in offices specifies in Section 17.11.6. VIS provides the means to interconnect to specifies interstate Switched Access and/or Special Access services (see Section 17.11.3 following). VIS provides:

- (a) connection between Interconnector-provided and Telephone Company-provided fiber optic transport facilities at a Point of Interconnection and,
- (b) interconnection of Interconnector-provided fiber optic transport facilities and Interconnector-designated optical terminating equipment with other specifies interstate Telephone Company services.

The Cross-Connection Service for Interconnection described in Section 17.11.2 following must be used in conjunction with VIS to cross-connect the electrical signals (see (b) above) to Telephone Company Switched Access and/or Special Access services.

VIS permits the Interconnector, subject to terms mutually acceptable to the Telephone Company and the Interconnector to:

- (a) specify the optical terminating and other transmission equipment necessary to terminate the Interconnector's facilities and circuits, which equipment may be different from the equipment normally used by the Telephone Company to provide interstate Switched Access and/or Special Access services. Such equipment is restricted to the standards set forth in 17.11.7.
- (b) assume certain additional responsibilities and privileges relates to engineering, provisioning, monitoring, and remote control of such facilities and their configuration.

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.1 General

The Telephone Company will not accept any new applications for Physical Collocation arrangements, but will, at the discretion of the Interconnector, proceed with the implementation until the end of December 14, 1994. The Telephone Company will not provide any changes, additions, moves, or arrangements of existing Partitioned Space under Physical Collocation.

The Telephone Company will provide service for all firm orders for Physical Collocation received prior to June 11, 1994. In addition, all existing Physically Collocated arrangements will begin transitioning to Virtual Interconnection Service (i.e., Virtual Collocation) commencing December 15, 1994, through June 30, 1995.

Regulations described herein are in addition to the general regulations specified in Section 2 and elsewhere in this tariff.

The Telephone Company is responsible for providing the Interconnector-designated basic optical terminating transmission equipment necessary to terminate the Interconnector's facilities and circuits, and the installation and maintenance of such equipment and related fiber optic facilities, except as noted in this tariff, between the Point of Interconnection and the Telephone Company Wire Center used to provide VIS to the Interconnector.

(N)

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(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.11 Virtual Interconnection Service (VIS) (Cont'd)17.11.2 Service Functions

Rates for VIS are defined in this tariff for:

- (A) The installation, maintenance, and repair of the Interconnector-designated optical terminating transmission equipment and the related Telephone Company-provided fiber optic facilities necessary to provide Virtual Collocation/Interconnection pursuant to Section 17.11.
- (B) All applicable nonrecurring and/or monthly charges for services interconnected through VIS, unless otherwise specified in this section; and
- (C) The Virtual Electronic Cross-Connect Charge (VECC) provides for the communications path between the Interconnector-designated equipment and Interconnector facilities, and the Telephone Company services set forth in 17.11.3 below, within the same Serving Wire Center. The VECC will apply in lieu of the Channel Termination rate described in Section 7.1.2, or in lieu of the Switched Transport Entrance Facility Charge set forth in Section 6.1.3 (B)(1)(a). The rates for the VECC are set forth in Section 17.11.13.

17.11.3 Service Interconnection

Interconnection is offered to the following services and options (Electrical Only):

## (A) Special Access (Section 7)

- 1.544 Mbps High Capacity Service (MercNET 1.5) (DS1)
- 44.736 Mbps High Capacity Service (MercNET 45) (DS3)

## (B) Switched Access Feature Groups A, B and D (Section 6)

(C)

Switched Transport:

- Tandem-Switched Transport
- MercNET 1.5 (DS1) Direct-Trunked Transport
- MercNET 45 (DS3) Direct-Trunked Transport

(This page filed under Transmittal No. 684)

Issued: August 1, 1995

Effective: September 15, 1995

Senior Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS), (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.4 General Regulations

- (A) VIS is provided for the sole purpose of connecting Interconnector Facilities to Telephone Company facilities or services. Connection may be made only under the provisions of VIS and only to the Point of Interconnection.
- (B) The provision of VIS does not constitute a joint undertaking between the Telephone Company and the Interconnector or any other party.
- (C) None of the provisions of this Section apply or extend to any subscriber to service offered by the Interconnector.
- (D) The Telephone Company will not be responsible or have any obligation to provide communication or notices to any subscriber to services offered by the Interconnector.
- (E) When special construction is reasonably required for the provision of VIS, Special Construction Charges as specified in the Telephone Company's FCC Tariff No. 39, shall apply.
- (F) Credit allowances for service interruptions will be applied as specified in Section 2.4.4 of this tariff.
- (G) The Telephone Company reserves the right, upon reasonable notification, to modify technical, administrative or environmental procedures as they apply to the provision of VIS.
- (H) The Interconnector will be responsible for all non-recurring costs incurred by the Telephone Company that are attributable to the Interconnector, and not otherwise covered by rates in this tariff, for the provision of VIS for the Interconnector. Such costs will be calculated on a fully allocated time-and-materials basis.

(N)

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(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS), (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.4 General Regulations (Cont'd)

- (I) The Interconnector will at all times be subject to the provisions for liability and damages as specifies in Sections 2 and 17, and elsewhere in this tariff.
- (J) An Interconnector may not interconnect to a different Interconnector's equipment or facilities within the Telephone Company's Wire Center or other property and facilities.
- (K) Shared Service and Facilities arrangements are permitted with High-Capacity Expanded Interconnection and Collocation arrangements. Refer to Sections 6.7.14 and 7.4.8, preceding, for regulations regarding Shared Use.
- (L) VIS is provided for a minimum term of one (1) year.
- (M) The Interconnector-designated equipment placed in the Telephone Company Wire Center shall be limited to equipment necessary to terminate basic transmission facilities.
- (N) The Interconnection Charge for Switched Transport as set forth in Section 6.1.3 (B)(4) will always be charged when Expanded Interconnection and Collocation arrangements for Switched Transport Services are utilized, in addition to other charges for Expanded Interconnection and Collocation.
- (O) Terms and conditions of the financial arrangements for the provision of the Interconnector-designated transmission equipment will be determined on a case-by-case basis.
- (P) If the Telephone Company uses third-party contractors to install, or maintain, or repair its own equipment, then Telephone Company will allow such function(s) to be performed by third parties for Interconnector-designated equipment, to the extent the Telephone Company permits such third parties access at the particular Wire Center.

(N)

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(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.5 Availability of Virtual Interconnection Services (VIS)

- (A) A listing of Serving Wire Centers where VIS is available is found in Section 17.11.6 following.
- (B) The Telephone Company is not required to relinquish space or facilities for which it has forecast a need, undertake the construction of new quarters or construct additions to existing quarters in order to satisfy an Interconnector's request for VIS. In determining availability, the Telephone Company will consider and give preference to its present and foreseeable needs.
- (C) Interconnection to Telephone Company services not specified in Section 17.11.3, preceding, such as DSO or other Special Access services, shall be provided within 45 days after the Telephone Company receives a bona file request for such service interconnection. The Telephone Company is not required to interconnect to the Telephone Company tariffed service(s) set forth in Section 17.11.3 if the Telephone Company does not offer that service at the particular Wire Center where Virtual Collocation/Interconnection is offered.

(N)

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(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.5.1 Ordering Procedures for Virtual Interconnection Services (VIS)

- (A) To apply for VIS, an Interconnector must send a letter with the details of its request (the "Application") and an Application Fee to:

Director-Intermediary Marketing  
Cincinnati Bell Telephone Co.  
201 East Fourth St. Room 102-920  
Cincinnati, Ohio 45202

Each application for VIS at a Serving Wire Center must contain at least the following information to be considered a "completed" application:

- The Serving Wire Center(s) where VIS is requested.
- Types of Equipment
- Requested completion date.
- One-year Forecast of DS1 and DS3 Cross-Connects

Applications will be processed on a First-Come, First-Served basis upon receipt of both the completed application and the Application Fee specified in Section 17.11.5.1(B), below.

- (B) An Application Fee of \$5,000.00 will be required per collocation request, per Serving Wire Center. The application fee is an advance payment and not a deposit. If the Telephone Company is not able to provide Virtual Interconnection Service, or an Interconnector withdraws its request after the Telephone Company has notified the Interconnector that VIS is available, the application fee, less the costs the Telephone Company has incurred, will be refunded to the Interconnector. If the Interconnector orders VIS, the application fee paid, less the costs the Telephone Company incurs, will be applied against the nonrecurring charges shown in Section 17.11.13. Costs the Telephone Company incurs in connection with the Interconnector's application in excess of \$5,000.00 will be borne by the Interconnector.

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.5.1 Ordering Procedures for Virtual Interconnection Services  
VIS (Cont'd)

- (C) The Telephone Company will review each application and notify the Interconnector as to the availability of space and associated requirements within fourteen (14) Business Days of receipt of the completed application and Application Fee.
- (D) Following the review of the application, if adequate space and associated requirements are available for VIS, the Telephone Company will begin further processing of the application and will work cooperatively with the Interconnector to negotiate with the purpose obtaining a mutually acceptable arrangement.
- (E) The Interconnector shall provide the Telephone Company with all technical information reasonably requested by the Telephone Company necessary to meet the Interconnectors request for VIS. When the Interconnector and the Telephone Company have jointly approved the plans, the Telephone Company will make reasonable efforts to install the equipment and facilities within sixty (60) Business Days after the Telephone Company takes delivery of all Interconnector-designated equipment and related facilities.  
  
The Interconnector will meet with the Telephone Company, at mutually agreeable times, to review the VIS installation.
- (F) Upon completion of the installation of Interconnector-designated equipment and related facilities, Interconnector requests for VIS connections to the Telephone Company's tariffed services will be processed using standard ordering procedures.
- (G) VIS shall be provided by connecting Interconnector Facilities to Telephone Company facilities at the Point of Interconnection as defined herein, unless modified for good cause.

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.5.1 Ordering Procedures for Virtual Interconnection Services (VIS) (Cont'd)

- (H) The Telephone Company may prohibit all equipment and facilities, other than cable, from its Serving Wire Center Manholes. No splicing will be permitted in the Serving Wire Center Manhole. The Telephone Company shall specify the point of attachment on each Manhole wall. The Interconnector must receive authorization from the Telephone Company and give the Telephone Company at least 24 hours notice before opening Serving Wire Center Manholes or conducting work therein. Interconnector is also responsible for obtaining all necessary rights-of-way or other governmental or regulatory permits pertaining to entering and working in Manholes before entering or working in such Manholes. Unless otherwise agreed to in writing with the Interconnector, a Telephone Company representative must escort and/or observe all Interconnector work performed in Telephone Company Serving Wire Center Manholes or on other Telephone Company property. The Interconnector will be charged the rates set forth in Section 13.2.6(B).
- (I) If the Telephone Company receives a request from an Interconnector to designate equipment not already included in this tariff, the Telephone Company will file to modify this tariff within 30 days' of receipt of such request. The tariff changes will be scheduled to become effective on 30 days' notice.

(N)

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(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.6 Serving Wire Centers - Virtual Collocation Availability

The Telephone Company will provide VIS at the Serving Wire Centers listed below. If the Telephone Company receives a request for Virtual Collocation at a Serving Wire Center other than those listed below, the Telephone Company will file tariff revisions within 45 days of receipt of the request to add the requested location to the list, provided suitable space and associated requirements exist. Such tariff revisions shall be scheduled to become effective on 45 days' notice.

Wire Center NameCLLI

Avondale	CNCNOHAV
Batavia	BATVOHBA
Crescentville	RILTOHCS
Evendale	EVDLOHEV
Glendale	GLDLOHGD
Hamilton	HMTNOHHM
Hartwell	CNCNOHHW
Loveland	LVLDOHLO
Milford	MLFROHMF
Montgomery	MTGMOHMO
Northside	CNCNOHNS
Norwood	NRWDOHNW
Rossmoyne	RSMYOHRO
West Seventh St.	CNCNOHWS

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

17.11 Virtual Interconnection Services (VIS) (Cont'd)

17.11.6 Serving Fire Centers - Virtual Collocation Availability (Cont'd)

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(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.7 Network Compatibility and Standards

- (A) The operating characteristics of the Interconnector's Facilities and Interconnector-designated equipment shall not interfere with the Telephone Company's or another Interconnector's or another party's facilities or services, and shall not:
- (1) Endanger the safety of Telephone Company employees, other Interconnectors or the public;
  - (2) Damage or require change or alteration of Telephone Company equipment or facilities;
  - (3) Interfere with the proper functioning of Telephone Company equipment or facilities; or
  - (4) Impair the operation of the Telephone Company network or otherwise injure any party in its use of Telephone Company services.

The Telephone Company may, with or without notice to the Interconnector, disconnect any Interconnector's Facilities which, in the Telephone Company's sole judgement, are in violation of the provisions in Section 17.11.7.

- (B) Upon the request of the Telephone Company, the Interconnector shall provide the Telephone Company with documents and specifications defining the environmental and transmission standards of the Interconnector's Facilities and Interconnector-designated equipment to be located within the Telephone Company's Wire Center and facilities.
- (C) The Interconnector-designated equipment and the Interconnector's Facilities shall meet the Telephone Company's environmental, safety and transmission standards as in effect at the time of equipment installation and as thereafter modified and shall comply with the most recent issues of the following:

\* Bellcore Network Equipment Building System Generic Equipment Requirements (TR-NWT-000063);

(N)

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(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.7 Network Compatibility and Standards (Cont'd)

## (C) (Cont'd)

- \* Bellcore Generic Specifications for Optical Fiber and Optical Fiber Cable (TR-TSY-000020);
- \* Bellcore Generic Requirements For Intrabuilding Optical Fiber Cable (TR-NWT-000409);
- \* Bellcore Isolated Ground Planes (TR-EOP-000295);
- \* Bellcore Electromagnetic Compatibility...(TR-NWT-001089);
- \* Bellcore Wire Center Environment...Requirements (TR-NWT-001275);
- \* the National Electrical Code (NEC);
- \* the National Electrical Safety Code (NESC);
- \* the Occupational Safety and Health Act (OSHA); and
- \* applicable rules and regulations of the Federal Communications Commission and any other governmental and/or regulatory authority having proper jurisdiction.

- (D) Interconnector Facilities and Interconnector-designated equipment to be interconnected to Telephone Company tariffed services shall be provided using standard electrical interface levels of 1.544 Mbps or 44.736 Mbps on channels that meet the technical description of the interface as specified in the Bellcore publication for High Capacity Digital Special Access Service (TR-INS-000342) and Bellcore Fundamental Generic Requirements for Digital Signal Cross-Connect Systems DSX-1, 1C, 2, and 3 (TR-NPL-000320).

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)

17.11.7 Network Compatibility and Standards (Cont'd)

- (E) The Interconnector is responsible for ensuring continued technical compatibility of Interconnector Facilities with the Telephone Company network. When changes in standards occur or differences exist between technical references, as defined in this tariff, the Interconnector shall follow the standards the Telephone Company specifies.
- (F) The Interconnector will work cooperatively with the Telephone Company, on an as-needed basis, to forecast the Interconnector's use of Telephone Company facilities.

(N)

## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.8 Obligations of the Interconnector

- (A) The Interconnector is responsible for providing fiber optic cable to the Serving Wire Center Manhole or other Telephone Company-designated location and providing sufficient cable length to extend the cable into the Serving Wire Center Cable Vault. The Interconnector is responsible for maintaining the Interconnector-provided cable. The Interconnector is responsible for providing replacement cable as such cable degrades.
- (B) The Interconnector is responsible for designating the basic optical terminating transmission equipment, including optical line terminating equipment, terminating multiplexers, and Data-Over-Voice (DOV) equipment, dedicated to the exclusive use of the Interconnector. Such equipment must meet the network compatibility and standards set forth in Section 17.11.7. The Interconnector shall be responsible for ordering sufficient quantities of maintenance spares to allow the Telephone Company to maintain and repair the Interconnector-designated equipment under the same time intervals and with the same failure rates as the Telephone Company applies to its comparable equipment.
- (C) The Interconnector will be responsible for payment of all reasonable costs incurred by the Telephone Company resulting from the Interconnector's choice of equipment. The costs include, but are not limited to, the training of Telephone company employees for the installation, maintenance, repair, and operation of the Interconnector's designated equipment if the designated equipment is different from the equipment the Telephone Company uses in the particular Wire Center.
- (D) The Interconnector may remotely monitor and control the Interconnector-designated equipment and its circuits that terminate on such equipment.

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.9 Obligations of the Telephone Company

- (A) The Telephone Company will extend the Interconnector-provided fiber optic cable from the Manhole or other Telephone Company-designated location into the Cable Vault of the Telephone Company's Dire Center and splice the cable to the Telephone Company-provided fire-retardant riser cable. The Telephone Company shall designate the particular duct(s) or inner duct(s) the Interconnector's cable will occupy. The Telephone Company will provide a secure dedicated fire-retardant splice enclosure. The charges for the occupancy of the Conduit Space are set forth in Section 17.11.13.
- (B) The Telephone Company will provide fire-retardant fiber optic riser cable of sufficient length to extend from the Cable Vault to the LGX Panel and the Interconnector-designated transmission equipment.
- (C) The Telephone Company will pull the fiber-optic riser cable through the Wire Center and deliver it to the LGX Panel. The Telephone Company will provide the riser cable and Cable Space at the rates set forth in Section 17.11.13.
- (D) The Telephone Company will purchase, own or lease, and install, maintain and repair the Interconnector-designated optical terminating transmission equipment. The Telephone Company will install, maintain, and repair such equipment to at least the same standards as the Telephone Company performs these functions on its own comparable equipment, when feasible or except as negotiated with the Interconnector. The Telephone Company will designate the location within the Wire Center for placement of such equipment. Rates pertaining to such equipment are set forth in Section 17.11.13.
- (E) The Telephone Company will connect the Interconnector-designated equipment to the Virtual Electronic Cross-Connect for interconnection with the Telephone Company services set forth in Section 17.11.3.

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

Senior Vice President  
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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.9 Obligations of the Telephone Company (Cont'd)

- (F) Provided space is available for new facilities at each cable entrance, whenever a Serving Wire Center has two (2) separate cable entrance facilities for Telephone Company cable, the Telephone Company will permit the Interconnector to use the two (2) cable entrance facilities, if the Interconnector requests such an arrangement. Rates set forth in Section 17.11.13 shall apply.
- (G) At the Telephone Company's option, the Telephone Company may provide facilities or equipment, including, but not limited to, conduit, riser supports, racking and termination frames, in such a fashion that the facilities or equipment are shared or used in common with other parties. Dedicated or special arrangements may result in additional charges.

(N)

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(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.10 Maintenance of Services

- (A) The use of VIS and its restoration after a service interruption shall be in accordance with Section 2 of this tariff. To meet emergency requirements, the Telephone Company may rearrange conduit, Manhole, cable entrances, riser system or other Telephone Company facilities. If an emergency is caused by an act or omission of the Interconnector or by Interconnector Facilities, such rearrangement will be at the Interconnector's expense.
- (B) The Interconnector will be responsible for providing, installing, testing and isolating trouble, maintaining, and repairing its fiber optic cable(s), other cable(s), cable splices and any other associated equipment located on the Interconnector's side of the Point of Interconnection. The Interconnector is also responsible for maintaining the Interconnector-provided fiber optic cable described in Section 17.11.8(A). The Telephone Company will not be responsible for any degradation of such cable, and the Interconnector is responsible for providing replacement cable, if necessary. In addition, the Interconnector will be responsible for monitoring the performance of all Interconnector Facilities on the Interconnector's side of the Point of Interconnection, and reporting failures of Telephone Company services to the Telephone Company. The Interconnector is responsible for the initial testing to isolate trouble. Should the Telephone Company require assistance in isolating trouble between the Interconnector's Facilities and facilities on the Telephone Company's side of the Point of Interconnection facilities, the Interconnector will cooperatively test with the Telephone Company, as required.

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)

17.11.10 Maintenance of Services (Cont'd)

- (C) After the Interconnector performs its required initial testing to isolate trouble, if such trouble requires the Telephone Company to dispatch its employees, and such trouble is subsequently traced to The Interconnector's Facilities, the Interconnector will be charged a fee as specified in Section 13.2 of this tariff. The Telephone Company will dispatch its employees in the same manner as it dispatches for its own services.
- (D) The Telephone Company will be responsible for all maintenance and related activities on the Telephone Company's side of the Point of Interconnection except for the maintenance of the Interconnector-provided fiber optic cable described in Section 17.11.8(A).

(N)

## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.11 Responsibilities, Liability, and Damages17.11.11.1 Responsibilities

- (A) The Telephone Company shall not be responsible for the design, engineering, installation, testing, operation, maintenance or performance of the end-to-end interconnection of VIS with Telephone Company services and Interconnector Facilities.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services or facilities which it provides, and is not responsible for the compatibility of services provided under this tariff when used with Interconnector Facilities.
- (C) The Telephone Company shall neither be responsible for transmission quality on the Interconnector's side of the Point of Interconnection nor for transmission quality on the Telephone Company side of POI caused by the Interconnector-provided fiber optic cable described in Section 17.11.8(A).
- (D) The Telephone Company shall not be responsible to the Interconnector for changes in technical criteria or facilities, operations or procedures of the Telephone Company which might render Interconnector Facilities obsolete or require modification, alteration or otherwise affect the performance of such equipment or facilities, when such action is consistent with applicable laws, rules or regulations.
- (E) Regarding Interconnector-designated equipment, the Telephone Company shall not be responsible for providing or maintaining discontinued equipment, or for providing maintenance spares for the discontinued equipment.

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.11 Responsibility (Cont'd)17.11.11.2 Liability

- (A) The Telephone Company is not liable for any act or omission of the Interconnector in the furnishing of services to the Interconnector's subscribers or affecting other users of the network or the public.
- (B) The Telephone Company is not liable for any omission or error in any application or other documents that the Interconnector may provide to the Telephone Company relative to the Interconnector's request for VIS and the Telephone Company has no responsibility to verify the accuracy of the same.
- (C) The Interconnector shall indemnify and hold the Telephone Company harmless from any and all liability including, but not limited to, claims of libel, slander or infringement of copyright arising from the improper use of information transmitted over its facilities.
- (D) The Interconnector shall indemnify and hold the Telephone Company harmless from any and all liability including, but not limited to, damage to property, or death or injury to any person or persons, to the extent caused by the Interconnector's acts or omissions or the acts or omissions of any party or individual acting on the Interconnector's behalf.
- (E) The provisions of this section are in addition to any limits of liability or indemnification that may be contained in Section 2 and elsewhere in this tariff or that may be agreed to by the Telephone Company and the Interconnector.

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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## ACCESS SERVICE

## 17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.11 Responsibility (Cont'd)17.11.11.3 Liability and Damages

- (A) The Telephone Company shall be liable to Interconnector only for and to the extent any physical damage to the Interconnector's facilities or designated equipment occupying the Telephone Company's Serving Wire Center or Manhole is caused by the gross negligence or willful misconduct of the Telephone Company's agents or employees. The Telephone Company shall not be liable to the Interconnector or customers of the Interconnector for any interruption of the Interconnector's service or for interference with the operation of Interconnector's Facilities unless caused by the Telephone Company's gross negligence or willful misconduct.
- (B) Except as otherwise provided herein, the Interconnector shall indemnify, defend, and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, and costs, including attorneys' fees, whether suffered, made, instituted, or asserted by Interconnector or by any other party or person for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by activities in the Telephone Company's Manhole and Wire Center, unless caused by gross negligence or willful misconduct on the part of the Telephone Company.

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Liability and Responsibility (Cont'd)

17.11.11 Responsibility (Cont'd)

17.11.11.3 Liability and Damages (Cont'd)

(C) In no event shall the Telephone Company or any of its directors, officers or employees, or agents be liable for any loss of profit or revenue by Interconnector or for any interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the Interconnector or the Interconnector's customers, even if the Telephone Company has been advised of the possibility of such loss or damage. Interconnector shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expenses or liability arising out of the Interconnector's operation of the Interconnector's Facilities.

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)

17.11.12 Rate Categories and Descriptions

Some rates and charges are contingent upon the Interconnector and the Telephone Company having mutually agreed to the Interconnector designating specific equipment as described in Section 17.11.9, preceding.

There an Interconnector and the Telephone Company mutually agree upon different equipment and/or different terms and conditions, new rates and charges will be developed and tariffed herein as set forth in Section 17.11.5.1.

The Rate Categories for VIS include:

1. Application Fee
2. Fiber Optic Facilities (Optical Line)
3. Equipment Bay
4. Optical Line Terminating Multiplexer (OLTM) system
5. OLTM Channel Plug-ins
6. Digital Cross-Connection Panel (DSX Panel)
7. Test Equipment and Maintenance Spare Plug-ins

(A) Application Fee

The Application Fee provides for the processing of the service order associated with each request for VIS in each Serving Wire Center. The Application Fee is a nonrecurring charge more particularly described in Section 17.11.5.1(B).

(N)

## ACCESS SERVICE

17. Optical Collocation and Interconnection Services {OCIS} (Cont'd)17.11 Virtual Interconnection Services (VIS) (Cont'd)

(N)

17.11.12 Rate Categories and Descriptions (Cont'd)

(B) Optical Line - the optical line comprises six rate elements:

- (1) The Conduit Space consists of the conduit space for the Interconnector-provided fiber optic cable from the Point of Interconnection outside the wire Center to a splice location in the Wire Center Cable Vault.
- (2) The Riser Cable Space consists of the use of the Cable Space from the Cable Vault to an LGX Panel at the Interconnector-designated equipment.
- (3) The Cable Vault Splicing consists of the actual fusion splicing of the Interconnector-provided fiber to the Telephone Company-provided fire-retardant riser cable in the Cable Vault.
- (4) Splice Testing is the testing of the fusion splice(s) in the Cable Vault.
- (5) Cable Pulling from the Serving Wire Center Manhole to the Cable Vault consists of the time and labor necessary for a technician to pull the Interconnector-provided fiber optic cable through the Conduit Space.
- (6) Riser Cable and Termination includes the time and labor necessary for a technician to pull the riser cable from the Cable Vault through the Riser Cable Space. The riser cable and the termination of the riser cable on the LGX Panel are included. A 24-fiber pre-terminated shelf is included.

(N)

(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.12 Rate Categories and Descriptions (Cont'd)

## (C) Equipment Bay

The Equipment Bay provides mounting space for OLTM shelves and fuse panel. Each bay includes the 7 foot bay, its installation, all necessary environmental supports such as floor space, heat, lighting, etc. and 48-volt DC power. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. Physical dimensions of shelves are listed with the OLTM common equipment to be mounted on the bay.

## (D) Optical Line Terminating Multiplexer (OLTM) System

The OLTM System includes all necessary common equipment shelves and associated wiring, common equipment plug-ins, fiber optic, coastal and twisted-pair cabling, and fiber cross-connect jumpers, including fixed attenuators, to establish an optical system. System capacity and configurations vary according to the type of equipment installed. The following configuration is available:

## (1) Alcatel-Lucent Optical Multiplexing System (C)

This NET OLTM provides OC-48 capacity and occupies 23 inches of equipment space. (C)

(This page filed under Transmittal No. 872)

Issued: September 6, 2012

Effective: September 21, 2012

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ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

17.11 Virtual Interconnection Services (VIS) (Cont'd)

17.11.12 Rate Categories and Descriptions (Cont'd)

- |   |         |
|---|---------|
| (E) Alcatel-Lucent 1665 DMX Pluggable Optics Modules                        | (C)     |
| Channel Plug-ins provide OC-48 capability. Two Optics Modules are required. | <br>(C) |

(This Page filed under Transmittal No. 872)

Issued: September 6, 2012

Effective: September 21, 2012

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)

(N)

17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.12 Rate Categories and Descriptions (Cont'd)

## (F) Digital Cross-Connection Panel

The Digital Cross-Connection (DSX) Panel provides a termination field for DS1 or DS3 OLTM derived channels from which cross-connections for Virtual Interconnection Service (VIS) may be made. For DS3 channels requested in the OLTM System configuration, one DSX-3 panel is required for each 18 DS3 channels. For DS1 channels requested in the OLTM System configuration, one DSX-1 panel is required for each 56 DS1 channels.

Cross-Connections for Virtual Interconnection Service (VIS) provide for the connection of Interconnector-provided 1.544 Mbps and 44.736 Mbps channels to specified Telephone Company interstate Switched Access and/or Special Access services.

Interconnectors may cross-connect their channels to the Telephone Company services set forth in Section 17.11.3, preceding.

## (G) Test Equipment and Maintenance Spare Equipment

Test equipment consists of a Craft Interface Terminal Unit (terminal), cart-mounted and equipped with a connector cord compatible with the OLTM. The terminal will be located in a Telephone Company Wire Center and will be used exclusively for cooperative VIS testing with the Interconnector.

Maintenance Spare Equipment consists of an OLTM shelf installed, but not wired, in an equipment bay for storage of spare OLTM plug-ins, and placement and storage of maintenance spare plug-in units within the OLTM storage shelf. The Interconnector must order sufficient OLTM storage shelf capacity for the quantity and type of maintenance spare plug-ins ordered.

(N)

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(This page filed under Transmittal No. 662)

Issued: September 1, 1994

Effective: December 15, 1994

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.11 Virtual Interconnection Service (VIS) (Cont'd)17.11.13 Rates and Charges

	<u>USOC</u>	<u>Monthly</u>	<u>Nonrecurring Charge</u>	
(A) Application Fee:				
- Per Request, Per Wire Center		None	\$5,000.00	
(B) Optical Line:				
(1) Conduit Space:				
- Per Duct-Foot	SP1CA	\$ 0.15	None	
(2) Riser Cable Space:				
- Space Per Foot	SP1RC	\$18.64	None	
(3) Cable Vault Splicing:				
Per Initial Splice	SP1S1	None	\$408.19	
Per Additional Splice	SP1S2	None	\$16.04	(S)(*)
(4) Splice Testing:				
- Per Initial Splice Test	SP1T1	None	\$64.19	
- Per Subsequent Splice Test	SP1T2	None	\$16.04	
(5) Cable Pulling from Manhole to Cable Vault:				
- Per First 100 Feet	SP1V1	None	\$64.19	
- Per Additional 100 Feet	SP1VA	None	\$16.04	
(6) Riser Cable & Termination (24 Pre-terminated fibers)	SP1RB	\$223.13	None	(S)(*)
(C) Equipment Bay:				
- Per 7' bay equipped with a fuse panel	OMUAE	\$143.08	\$3216.76(Z)	

\* Issued to become effective on May 15 1997.

(This page filed under Transmittal No. 704)

Issued: May 16, 1997

Effective: May 19, 1997

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.11 Virtual Interconnection Service (VIS) (Cont'd)17.11.13 Rates and Charges

	<u>USOC</u>	<u>Monthly</u>	<u>Nonrecurring Charge</u>
(D) Optical Line Terminating Multiplexer System			(D)   (D)
(1) Alcatel - Lucent 1665 MNXtend OC-48	OMUAA	\$ 221.68	(N) (N)
(E) Alcatel - Lucent 1665 MNXtend OC-48 Plug-ins:			(C)   (C)  (D)   (D)
(1) OC-48 Channel Plug-ins			(N) 
(a) Two 1665 DMX Pluggable Optics Module, OC-48	OMUAB	\$ 30.14	(N)

(This page filed under Transmittal No. 872)

Issued: September 6, 2012

Effective: September 21, 2012

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.11 Virtual Interconnection Services (VIS) (Cont'd)17.11.13 Rates and Charges (Cont'd)

	<u>USOC</u>	<u>Monthly</u>	<u>Nonrecurring Charge</u>	
(F) Digital Cross-Connection				
(1) Special Access Virtual Electronic Cross-Connect (VECC) Per Channel				
- 1.544 Mbps (MercNet 1.5) (DS1)	CXCDX	\$11.34	None	
(2) Special Access Virtual Electronic Cross-Connect (VECC) Per Channel				
- Speeds of 44.736 Mbps and higher	CXCEX	\$65.20	None	(C) (C) (C)
(3) Switched Transport Virtual Electronic Cross-Connect (VECC) Per Channel				
- 1.544 Mbps (MercNet 1.5) (DS1)	CXCFX	\$11.34	None	
(4) Switched Transport Virtual Electronic Cross-Connect (VECC) Per Channel				
- 44.736 Mbps (MercNet 45) (DS3)	CXCGX	\$65.20	None	

(This page filed under Transmittal No. 872)

Issued: September 6, 2012

Effective: September 21, 2012

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.11 Virtual Interconnection Service (VIS) (Cont'd)17.11.13 Rates and Charges

	<u>USOC</u>	<u>Monthly</u>	<u>Nonrecurring Charge</u>	
(G) Test Equipment and Maintenance Spare Equipment				
(1)				(D)
				(D)
(2) Maintenance Spare Equipment				(D)
				(D)
				(N)
(a) Fan Unit	OMU2M	None	\$ 66.44	
(b) Fan Filter Replacement	OMU2N	None	2.66	
(c) LNW2 - Enhanced System Controller	OMU2O	None	398.65	
(d) LNM41 High-Speed OC-48 Parent OLIU	OMU2P	None	664.42	
(e) LNW19B 48-Port DS3/EC1 w/loopbacks	OMU2Q	None	1,089.65	
(f) OC-48 SFP LR1 Optic 1310nm	OMU2R	None	298.99	
				(N)

(This page filed under Transmittal No. 872)

Issued: September 6, 2012

Effective: September 21, 2012

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## ACCESS SERVICE

17. Optical Collocation and Interconnection Services (OCIS) (Cont'd)17.11 Virtual Interconnection Service (VIS) (Cont'd)17.11.13 Rates and Charges (Cont'd)

	<u>USOC</u>	<u>Monthly</u>	<u>Nonrecurring</u> <u>Charge</u>	
(H) Optical Line Terminating Multiplexer System				
(1) Fujitsu FLM 150 ADM, OMUFA OC-3, 155 Mbps - configured and equipped for DS1 capability	\$766.65		\$34,836.92*	(T)
Fujitsu FLM 150 ADM, OC-3 Channel Plug-ins:				
(2) DS1 Channel Plug-ins				
(a) Per Four (4) DS1 Circuits	OMUFB \$ 13.39		\$ 608.50*	(T)

(X) These provisions issued pursuant to Special Permission No. 94-1192.

\* Assumes the Telephone Company purchases the equipment from an equipment vendor.

(This page filed under Transmittal No. 703)

Issued: April 30, 1997

Effective: May 15, 1997

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ACCESS SERVICE

18. Reserved

(D)

18.1 Reserved

18.2 Reserved

(D)

(This page filed under Transmittal No. 890)

Issued: February 12, 2015

Effective: February 27, 2015

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ACCESS SERVICE

18. Reserved

(D)

18.2 Reserved

(D)

(This page filed under Transmittal No. 890)

Issued: February 12, 2015

Effective: February 27, 2015

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ACCESS SERVICE

18. Reserved

(D)

18.2 Reserved

18.3 Reserved

18.4 Reserved

(D)

(This page filed under Transmittal No. 890)

Issued: February 12, 2015

Effective: February 27, 2015

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ACCESS SERVICE

18. Reserved

(D)

18.5 Reserved

(D)

(This page filed under Transmittal No. 890)

Issued: February 12, 2015

Effective: February 27, 2015

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ACCESS SERVICE

18. Reserved

(D)

18.5 Reserved

(D)

(This page filed under Transmittal No. 890)

Issued: February 12, 2015

Effective: February 27, 2015

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ACCESS SERVICE

18. Reserved

(D)

18.6 Reserved

(D)

(This page filed under Transmittal No. 890)

Issued: February 12, 2015

Effective: February 27, 2015

Vice President  
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ACCESS SERVICE

18. Reserved

(D)

18.6 Reserved

(D)

(This page filed under Transmittal No. 890)

Issued: February 12, 2015

Effective: February 27, 2015

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## ACCESS SERVICE

19. Cincinnati Bell Ethernet Service19.1 Service Description

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

19.2 Service Provisioning

CBT will provide Cincinnati Bell Ethernet Service for one or more of the following types of Ethernet LANs operating at speeds of:

CIR 1.544 Mbps with 1.5 Mbps Access	(T)
CIR 3 Mbps with 3 Mbps Access	
CIR 4.5 Mbps with 4.5 Mbps Access	
CIR 6 Mbps with 6 Mbps Access	
CIR 10 Mbps with 100 Mbps Access	
CIR 20 Mbps with 100 Mbps Access	
CIR 50 Mbps with 100 Mbps Access	
CIR 100 Mbps with 1 Gbps Access	
CIR 200 Mbps with 1 Gbps Access	
CIR 300 Mbps with 1 Gbps Access	
CIR 400 Mbps with 1 Gbps Access	
CIR 500 Mbps with 1 Gbps Access	
CIR 600 Mbps with 1 Gbps Access	
CIR 700 Mbps with 1 Gbps Access	
CIR 800 Mbps with 1 Gbps Access	
CIR 900 Mbps with 1 Gbps Access	
CIR 1 Gbps with 1 Gbps Access	
CIR 10 Gbps with 10 Gbps Access	(T)
2Gbps*	(C)

Committed Information Rate (CIR) is the guaranteed bandwidth amount Across the circuit. (C)

The Quality of Service (QoS) optional feature enables the Customer to specify various levels of priority for their traffic, so that time sensitive applications such as voice or video can be granted higher priority than types of data. (C)

Cincinnati Bell Ethernet Service will be available 24 hours per day, 7 days per week, except as required to update, enhance, maintain and/or repair Cincinnati Bell 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. (M)

\* Grandfathered beginning May 28, 2011. This service is no longer available to new customers. Current customers may maintain their service until their contract expires. Certain regulations formerly appearing on this page now appear on page 300.1 (This page filed under Transmittal No. 858)

Issued: May 13, 2011

Effective: May 28, 2011

Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

19. Cincinnati Bell Ethernet Service  
19.1 Service Provisioning (Cont.)

At the request of Customer CBT will interconnect one or more additional LANs owned by Customer to the LANs interconnected pursuant to this Tariff so long as such additional LANs are of the same type as the LANs interconnected hereunder. (e.g., An Ethernet LAN may only be extended to another Ethernet LAN but may be at a different speed.)

(M)

(D)

The electrical signals of Cincinnati Bell Ethernet Service operate in compliance with the following American National Standard Institute ("ANSI") or IEEE Standards 802.3 and 802.3u (Carrier Sense Multiple Access with Collision Detection (SMA/CD) Access Method and Physical Layer Specifications).

(T)

(T)

Cincinnati Bell Ethernet Service supports the following interfaces for Ethernet LANs operating between speeds of (i) 1.544 Mbps and 100 Base T; and (ii) for Ethernet LAN's operating at a Native Mode of 1 Gbps, 2 Gbps\* or 10 Gbps, SX or LX Gigabit Interface Connectors.

(T)

(T)

(C)(M)

\* Grandfathered beginning May 28, 2011. This service is no longer available to new customers. Current customers may maintain their service until their contract expires. Certain regulations appearing on this page formerly appeared on page 300 (This page filed under Transmittal No. 858)

Issued: May 13, 2011

Effective: May 28, 2011

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

19. Cincinnati Bell Ethernet Service

(T)

19.2 Service Provisioning (Cont)

CBT will use its best efforts to repair any inoperable Cincinnati Bell 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.

(T)

(T)

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 Tariff. 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 Tariff.

All equipment and facilities used by CBT in providing Cincinnati Bell 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.

(T)

(T)

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.

This page filed under Transmittal No. 832)

Issued: September 16, 2008

Effective: October 1, 2008

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

19. Cincinnati Bell Ethernet Service

(T)

19.3 Obligations of the Customer

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.

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.

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 Cincinnati Bell Ethernet Service and conform to the Technical Reference Specifications furnished by CBT to Customer in connection with this Tariff. (T)

Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth in Section 8, above. Any additional equipment or facilities necessary to comply with such standards shall be furnished by Customer at its expense.

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 Cincinnati Bell Ethernet Service is a result of the Customer's equipment or facilities. (T)  
Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of Cincinnati Bell Ethernet Service reasonably requested by CBT. (T)

(This page filed under Transmittal No. 832)

Issued: September 16, 2008

Effective: October 1 2008

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

19. Cincinnati Bell Ethernet Service19.4 Rate Regulations

The rates and charges set forth for Cincinnati Bell 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.

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

Customer shall pay CBT for Cincinnati Bell Ethernet Service at the applicable monthly rate for the type of Cincinnati Bell Ethernet Service, selected by the Customer, as indicated in Section 19.6. In addition, Customer shall pay to CBT the applicable per port nonrecurring charge set forth in Section 19.6. (T)

If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Cincinnati Bell 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. (T)

Cincinnati Bell Ethernet Service is 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 CBT 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 84-month term payment plan.

If Customer removes one or more ports from service prior to the expiration of the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such port(s) for which Customer would have been responsible had Customer not removed such port(s).

(This page filed under Transmittal No. 858)

Issued: May 13, 2011

Effective: May 28, 2011

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

19. Cincinnati Bell Ethernet Service19.4 Rate Regulations (Con't)

Upon completion of the term payment plan contract the customer may renew their contract at the current, tariffed rates. If customer does not renew their contract prior to the expiration date and does not elect to discontinue Cincinnati Bell Ethernet Service, CBT will furnish Cincinnati Bell Ethernet Service to the Customer as specified in the contract on a month-to-month basis at the current, monthly tariffed rates (which will be subject to company initiated rate changes).

If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of ports in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan.

Within like service types, customer may upgrade to a higher speed service or downgrade to a lower speed service without incurring termination charges.

(D)

(D)

(This page filed under Transmittal No. 879)

Issued: August 29, 2013

Effective: September 13, 2013

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

19. Cincinnati Bell Ethernet Service19.4 Rate Regulations (Con't)

(D)

(D)

Customer may move the location of its Cincinnati Bell 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 specified in Section 7.4.5 are applicable if Customer terminates because of a move to a location where sufficient central office capacity or outside plant facilities are not available.

Customer has the option of purchasing route Diversity. There are 3 types:

- Diverse Route - Same Central Office. Separate routes from the Customer premises to the Central Office.
- Diverse Central Office - Shared Central Office - Separate route from Customer premise passing through the serving Central Office and terminating in an alternate Central Office.
- Diverse Central Office - Separate path to separate central offices.

Customer has the option of providing their own premises Equipment or Purchasing the Premises Equipment from the Company. Rates are shown in Section 19.6 following.

Customer has available option of purchasing redundant Premise Equipment if the Customer has purchased Premise Equipment from the Company. Rates are shown in Section 19.6 following.

Customer has available option of purchasing Redundant Premise Power from the Company. Rates are shown in Section 19.6 following.

(This page filed under Transmittal No.879)

Issued: August, 29, 2013

Effective: September 13, 2013

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

19. Cincinnati Bell Ethernet Service19.4 Rate Regulations (Con't)

(D)

(D)

Unprotected Cincinnati Bell Ethernet Service is the standard Cincinnati Bell Ethernet Service.

19.5 Ethernet Expedite Charge

When placing an Access Order for service(s) for which standard intervals exist, a customer may request a service date that is prior to the standard interval service date.

The customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If the Telephone Company agrees to provide service on an expedited basis, subject to limitations of personnel and material, an Expedited Order Charge will apply.

	<u>USOC</u>	<u>Rate</u>
Expedite, per Order	CX4EX	\$ 1,270.00

(This page filed under Transmittal No.858)

Issued: May, 13, 2011

Effective: May 28, 2011

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

## 19. Cincinnati Bell Ethernet Service

## 19.6 Rates and Charges

## Electrical Port Type (Per Port)

	Nonrec	Monthly Rates						
Type of Service	Charge	Monthly	24 Mo.	36 Mo.	48 Mo.	60 Mo.	84 Mo.	USOC
Unprotected Ports								
CIR 1.544 Mbps with 1.5 Mbps Access (Per port)	250.00	375.00	300.00(R)	225.00(R)	200.00(R)	175.00(R)	150.00(R)	LVZAH
CIR 3 Mbps with 3 Mbps Access (Per port)	1000.00	400.00(R)	375.00(R)	300.00(R)	250.00(R)	225.00(R)	200.00(R)	LVZAS
CIR 4.5 Mbps with 4.5 Mbps Access (Per port)	1000.00	425.00(R)	400.00(R)	350.00(R)	300.00(R)	250.00(R)	225.00(R)	LVZAV
CIR 5 Mbps with 6 Mbps Access (Per Port)	1000.00	450.00(R)	425.00(R)	400.00(R)	350.00(R)	300.00(R)	250.00(R)	LVZAY
CIR 6 Mbps with 6 Mbps Access (Per Port)	1000.00	500.00(R)	475.00(R)	450.00(R)	400.00(R)	350.00(R)	300.00(R)	LVZAW
CIR 10 Mbps with 100 Mbps Access (Per port)	1000.00	675.00	654.75	627.75	607.50	594.00	400.00	LVZAU
CIR 20 Mbps with 100 Mbps Access (Per port)	1000.00	750.00	725.00	700.00	675.00	650.00	425.00	LVZE7
CIR 50 Mbps with 100 Mbps Access (Per port)	1000.00	950.00	925.00	900.00	875.00	851.00	550.00	LVZE8
CIR 100 Mbps with 1 Gbps Access (Per port)	1000.00	1350.00	1309.50	1255.50	1215.00	1188.00	750.00	LVZA1
CIR 200 Mbps with 1 Gbps Access (Per port)	1100.00	1500.00	1447.50	1387.50	1342.50	1312.50	855.00	LVZA2
CIR 300 Mbps with (Per port)	1150.00	1650.00	1586.25	1518.75	1470.00	1436.25	945.00	LVZA3

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

(This page filed under Transmittal No. 889)

Issued: January 15, 2015

Effective: January 30, 2015

Vice President  
201 East Fourth Street  
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## ACCESS SERVICE

19. Cincinnati Bell Ethernet Service19.6 Rates and Charges

Electrical Port Type (Per Port)

<u>Type of Service</u>	<u>Nonrec</u>	<u>Monthly Rates</u>						
	<u>Charge</u>	<u>Monthly</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	<u>84 Mo.</u>	<u>USOC</u>
Unprotected Ports								
CIR 400 Mbps with								
1 Gbps Access								
(Per port)	1200.00	1800.00	1725.00	1650.00	1597.50	1560.00	1025.00	LVZA4 (T) (C)
CIR 500 Mbps with								
1 Gbps Access								
(Per port)	1250.00	1950.00	1863.75	1781.25	1725.00	1683.75	1095.00	LVZA5 (T) (C)
CIR 600 Mbps with								
1 Gbps Access								
(Per port)	1300.00	2100.00	2002.50	1912.50	1852.50	1807.50	1175.00	LVZA6 (T) (C)
CIR 700 Mbps with								
1 Gbps Access								
(Per port)	1350.00	2250.00	2141.25	2043.75	1980.00	1931.25	1255.00	LVZA7 (T) (C)
CIR 800 Mbps with								
1 Gbps Access								
(Per port)	1400.00	2400.00	2280.00	2175.00	2107.50	2055.00	1350.00	LVZA8 (T) (C)
CIR 900 Mbps with								
1 Gbps Access								
(Per port)	1450.00	2550.00	2418.75	2306.25	2235.00	2178.78	1425.00	LVZA9 (T) (C)
CIR 1 Gbps with								
1 Gbps Access								
(Per port)	1500.00	2625.00	2546.25	2441.25	2362.50	2310.00	1450.00	LVZAO (T) (C)
2 Gbps*								
(Per Initial port)	1500.00	2958.33	2867.50	2753.33	2662.50	2595.00		LVZCP
(Per Add'l port)	1500.00	2958.00	2867.50	2753.33	2662.50	2595.00		LVZCD
CIR 10 Gbps with								
10 Gbps Access								
(Per port)	1500.00	5625.00	5437.50	5250.00	5062.50	4875.00	3500.00	LVZAP (T) (C)

\* Grandfathered beginning May 28, 2011. This service is no longer available to new customers. Current customers may maintain their service until their contract expires.

(This page filed under Transmittal No. 879)

Issued: August 29, 2013

Effective: September 13, 2013

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

## 20. Cincinnati Bell Ethernet Service

## 19.6 Rates and Charges

(T)

Electrical Port Type (Per Port)

<u>Type of Service</u>	<u>Nonrec</u>	<u>Monthly Rates</u>					
	<u>Charge</u>	<u>Monthly</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	<u>USOC</u>
Protected Ports*							
10 Mbps Ethernet LAN							
(Per Initial port)	1000.00	1125.00	1091.25	1046.25	1012.50	990.00	LVZC1
(Per Add'l port)	500.00	187.50	181.50	174.38	168.75	165.00	LVZC2
100 Mbps Ethernet LAN							
(Per Initial port)	1000.00	1875.00	1818.75	1743.75	1687.50	1650.00	LVZD1
(Per Add'l port)	500.00	562.50	545.63	523.13	506.25	495.00	LVZD2
200 Mbps Ethernet LAN							
(Per Initial port)	1100.00	2040.00	1980.00	1897.50	1837.50	1796.25	LVZC3
(Per Add'l port)	700.00	873.75	849.28	815.63	787.50	768.75	LVZD3
300 Mbps Ethernet LAN							
(Per Initial port)	1150.00	2205.00	2141.25	2051.25	1987.50	1942.50	LVZC4
(Per Add'l port)	800.00	1185.00	1153.13	1108.13	1068.75	1042.50	LVZD4
400 Mbps Ethernet LAN							
(Per Initial port)	1200.00	2370.00	2302.00	2205.00	2137.50	2088.75	LVZC5
(Per Add'l port)	900.00	1496.25	1456.88	1400.63	1350.00	1316.25	LVZD5
500 Mbps Ethernet LAN							
(Per Initial port)	1250.00	2535.00	2463.75	2358.75	2287.50	2235.00	LVZC6
(Per Add'l port)	1000.00	1807.50	1760.63	1693.13	1631.25	1590.00	LVZD6
600 Mbps Ethernet LAN							
(Per Initial port)	1300.00	2700.00	2625.00	2512.50	2437.50	2381.25	LVZC7
(Per Add'l port)	1100.00	2118.75	2064.38	1985.63	1912.50	1863.75	LVZD7
700 Mbps Ethernet LAN							
(Per Initial port)	1350.00	2865.00	2786.25	2666.25	2587.50	2527.50	LVZC8
(Per Add'l port)	1200.00	2430.00	2368.13	2278.13	2193.75	2137.50	LVZD8
800 Mbps Ethernet LAN							
(Per Initial port)	1400.00	3030.00	2947.50	2820.00	2737.50	2673.75	LVZC9
(Per Add'l port)	1300.00	2741.25	2671.88	2570.63	2475.00	2411.25	LVZD9
900 Mbps Ethernet LAN							
(Per Initial port)	1450.00	3195.00	3108.75	2973.75	2887.50	2820.00	LVZCA
(Per Add'l port)	1400.00	3052.50	2965.63	2863.13	2756.25	2685.00	LVZDA
1 Gbps Ethernet LAN							
(Per Initial port)	1500.00	3375.00	3273.75	3138.75	3037.50	2970.00	LVZE1
(Per Add'l port)	1500.00	3375.00	3273.75	3138.75	3037.50	2970.00	LVZE2
2 Gbps Ethernet LAN							
(Per Initial port)	1500.00	3812.50	3691.25	3540.00	3418.75	3327.50	LVZF3
(Per Add'l port)	1500.00	3812.50	3691.25	3540.00	3418.75	3327.50	LVZF4
10 Gbps Ethernet LAN							
(Per Initial port)	1500.00	7312.50	7031.25	6750.00	6468.75	6187.50	LVZF1
(Per Add'l port)	1500.00	7312.50	7031.25	6750.00	6468.75	6187.50	LVZF2

\* Grandfathered beginning August 13, 2010. Current Customers may maintain their service rate structure until their contract expires.

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

(This page filed under Transmittal No. 853)

Issued: October, 18, 2010

Effective: November 2, 2010

Vice President  
201 East Fourth Street  
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## ACCESS SERVICE

## 19. Cincinnati Bell Ethernet Service

## 19.6 Rates and Charges(Cont.)

## Optional Features

Type of Service	Nonrec Charge	Monthly Rates						USOC
		Monthly	24 Mo.	36 Mo.	48 Mo.	60 Mo.	84 Mo.	
PVC/LAN								
Connection	100.00	40.00	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	100.00	LVP
Diverse Route								
Same Central								
Office	NA	500.00	485.00	465.00	452.00	440.00	418.00	DCOXX
Diverse Central								
Office/Shared CO	NA	1000.00	970.00	930.00	905.00	880.00	836.00	DCOSC
Diverse Central								
Office	NA	1250.00	1213.00	1163.00	1131.00	1100.00	1045.00	DCOVL
Redundant LAN								
Equipment	NA	500.00	500.00	500.00	500.00	500.00	500.00	RPE11
Customer Premise								
Redundant Power	NA	50.00	50.00	50.00	50.00	50.00	50.00	RSP12
Quality of Service								
- 1.544 Mbps	NA	50.00	48.25	46.50	45.25	44.00	30.00	QOST1
- 3 Mbps	NA	70.00	67.55	65.10	63.35	61.60	42.50	QOST3
- 4.5 Mbps	NA	85.00	82.00	79.05	76.90	74.80	52.50	QOST4
- 6 Mbps	NA	120.00	115.80	111.60	108.60	105.60	60.00	QOST6
- 10 Mbps	NA	90.00	86.85	83.70	81.45	79.20	40.00	4106V
- 20 Mbps	NA	100.00	96.60	93.00	90.50	88.00	42.50	QOST2
- 50 Mbps	NA	130.00	125.85	120.90	117.65	114.40	55.00	QOST5
- 100 Mpps	NA	180.00	174.60	167.40	162.90	158.40	75.00	4107V
- 200 Mpps	NA	200.00	193.60	185.40	179.90	174.40	85.50	QOS20
- 300 Mpps	NA	220.00	212.60	203.40	196.90	190.40	94.50	QOS30
- 400 Mpps	NA	240.00	231.60	221.40	213.90	206.40	102.50	QOS40
- 500 Mpps	NA	260.00	250.60	239.40	230.90	222.40	109.00	QOS50
- 600 Mpps	NA	280.00	269.60	257.40	247.90	238.40	117.50	QOS60
- 700 Mpps	NA	300.00	288.60	275.40	264.90	254.40	122.50	QOS70
- 800 Mpps	NA	320.00	307.60	293.40	281.90	270.40	135.00	QOS80
- 900 Mpps	NA	340.00	326.60	311.40	298.90	286.40	142.50	QOS90
- 1 Gbps	NA	350.00	339.50	325.50	316.75	308.00	145.00	4108V
- 2 Gbps*	NA	750.00	715.00	700.00	675.00	650.00		QOS2G(C)
- 10 Gbps	NA	750.00	715.00	700.00	675.00	650.00	350.00	QOS10

\* Grandfathered beginning May 28, 2011. This service is no longer available to new customers. Current customers may maintain their service until their contract expires.  
Note 1: Nonrecurring charge applies when PVC is installed subsequent to a port installation.

(This page filed under Transmittal No. 858)

Issued: May 13 2011

Effective: May 28 2011

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

20. Rate Zone Wire Centers

(T) M)

20.1 General

(T)

This section contains a list of each wire center that has been assigned to a rate zone. Rate zones are applicable to the services specified in Sections 6.7.5 and 7.4.3. This table lists by study area wire centers assigned to Rate Zones 1, 2, and 3.

Wire Center Zone Assignments

<u>Rate Zone</u>	<u>CLLI</u>	<u>Wire Center Name</u>
1	CNCNOHWS	WEST SEVENTH ST.
2	CNCNOHAV	AVONDALE
2	CVTNKYCN	COVINGTON
2	RILTOHCS	CRESCENTVILLE
2	EVDLOHEV	EVENDALE
2	FLRNKYFL	FLORENCE
2	GLDLOHGD	GLENDALE
2	HMTNOHHM	HAMILTON
2	MTGMOHMO	MONTGOMERY
2	RSMYOHRO	ROSSMOYNE
3	ALXNKYAL	ALEXANDRIA
3	BATVOHBA	BATAVIA
3	BETHOHBE	BETHEL
3	BURLKYBN	BURLINGTON
3	BTLRKYBR	BUTLER
3	CNCNOHCD	COVEDALE
3	CHGVOHCG	CHERRY GROVE
3	CHVTOHCH	CHEVIOT
3	CRTDKYCT	CRITTENDEN
3	FRFDOHFF	FAIRFIELD
3	FLMOKYFM	FLAMOUTH
3	FTTHKYFT	FORT THOMAS
3	GLCOKYGC	GLENCOE
3	GRSBOHGR	GROESBECK
3	GSHNOHGS	GOSHEN
3	CNCNOHHP	HYDE PARK
3	HRSNOHHR	HARRISON
3	HMLTOHHT	HAMLET
3	CNCNOHHW	HARTWELL
3	INDPKYIN	INDEPENDENCE
3	LVLDOHLO	LOVELAND
3	LKPKKYLP	LAKESIDE PARK
3	CNCNOHMA	MADISONVILLE
3	MLFROHMF	MILFORD

(M)

Regulation found on this page were formerly on Page 300

(This page filed under Transmittal No. 798)

Issued: April 6, 2005

Effective: April 7, 2005

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

20. Rate Zone Wire Centers (Cont'd)

(T)(M)

20.1 General (Cont'd)

(T)

Wire Center Zone Assignments (Cont'd)

<u>Rate Zone</u>	<u>CLLI</u>	<u>Wire Center Name</u>
3	MTHTOHMH	MOUNT HEALTHY
3	MMTPOHMM	MIAMI
3	CNCNOHMM	MOUNT WASHINGTON
3	NWVLOHNE	NEWTONSVILLE
3	GRHLOHNG	NORTH GREENHILLS
3	NWMDOHNR	NEW RICHMOND
3	CNCNOHNS	NORTHSIDE
3	NRWDOHNW	NORWOOD
3	CNCNOHPH	PRICE HILL
3	RELYOHRE	REILY
3	STBROHSB	ST. BERNARD
3	SHNDOHSH	SHANDON
3	SVMLOHSM	SEVEN MILE
3	CNCNOHSP	SAYLOR PARK
3	TBSCOHTO	TOBASCO
3	UNINKYUN	UNION
3	WLBGOHWB	WILLIAMSBURG
3	WCHSOHWC	WEST CHESTER
3	CNCNOHWD	WESTWOOD
3	WLTNKYWL	WALTON
3	WRSWKYWR	WARSAW
3	WLTWKYWT	WILLIAMSTOWN

(M)

Regulations found on this page were formerly found on Page 301.

(This page filed under Transmittal No. 798)

Issued: April 6, 2005

Effective: April 7, 2005

Vice President  
201 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

21. Wavelength Service

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This page filed under Transmittal No. 881

Issued: October 30, 2013

Effective: October 31, 2013

Vice President  
221 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

21. Wavelength Service (Cont'd)

(N)

21.1 General Description(A) Basic Service Description

Wavelength Service is a Special Access Service that provides high volume optical transport utilizing multiplexing technology in a point-to-point circuit configuration. Multiple data signals are transmitted over the same fiber-optic cable at the time, using different wavelengths of light, in order to increase the amount of information that can be transferred. Each wavelength represents a transmission channel in the Wavelength system and is protocol independent of every other channel in the system. Rates and charges for Special Access Service are set forth in Section 7.5. Wavelength Service allows customers to combine their multiple data signals so they may be amplified and transported over one network. Wavelength Service provides dedicated capacity over a single pair of fiber in two directions that increases capacity without limiting customer-required data interfaces.

The following regulations will apply to Wavelength Service:

- (1) Wavelength Point-to-Point Service is available with a one-year minimum period, under 12-month, 24-month, 36-month, 48-month, 60-month and 84-month OPP as described in Section 7.4.9. When a service is discontinued prior to the expiration of the minimum period, termination charges are applicable for the remaining portion of the minimum period.
- (2) Installation will not begin until the customer has accepted the proposal by the Telephone Company.

(N)

(This page filed under Transmittal No. 868)

Issued: May 9, 2012

Effective: May 10, 2012

Vice President  
221 east Fourth Street  
Cincinnati, Ohio 45202

ACCESS SERVICE

21. Wavelength Service (Cont'd)

(N)

21.1 General Description (Cont'd)

(B) Service Provisioning

(2) Manner of Provisioning

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.

Customer provided equipment (CPE) must deliver the data signals for the Wavelength Service transport within the technical specifications for the subscribed data service. Technical specifications can be found in the Telcordia Technical Reference Publications and the following:

ANSI X379.3, Fibre Channel (also includes FICON<sup>™</sup> and ISC<sup>T</sup>)  
ANSI/IEEE 802.3, Fast Ethernet  
IEEE 802.3x and z, Gigabit Ethernet

(N)

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(This page filed under Transmittal No. 868)

Issued: May 9, 2012

Effective: May 10, 2012

Vice President  
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ACCESS SERVICE

21. Wavelength Service (Cont'd)

(N)

21.1 General Description (Cont'd)

(B) Service Provisioning (Cont'd)

(3) Limitations

- (a) Optical amplifiers and/or regenerators may have to be added to a Wavelength Service subsequent to the initial installation.
- (b) When any additional services are added, such installations may cause a service interruption to existing unprotected channels, or a protection switch on protected channels.
- (c) Services with time-delay sensitive protocols have facility length limitations and may affect the design/availability of Wavelength Service. The Telephone Company will work cooperatively with the customer to determine if the desired services can operate between the customers designated premises. These services will not be available on Wavelengths nor between nodes where facility length limitations exceed the service specifications described in Sections 21.3(B)(1) & (2).
- (d) Neither electrical interfaces nor optical multiplexing are available with Wavelength Service.
- (e) Channel protection may not be available for all interface types.
- (f) A protective channel provides protection for a single channel toward the network. It does not protect the channel against failure towards the customer interface. Protection reduces the maximum individual channel capacity of the system.

(N)

(This page filed under Transmittal No. 868)

Issued: May 9, 2012

Effective: May 10, 2012

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## ACCESS SERVICE

21. Wavelength Service (Cont'd)

(N)

21.1 General Description (Cont'd)(B) Service Provisioning (Cont'd)(4) Allowance for Service Interruptions

An interruption of service will start when an inoperative service is reported to the Telephone Company and end when the service is operative. In any month, as a result of an interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element as described in Section 2.4.4.

Any protected service interruptions greater than 2 consecutive seconds as a result of a failure on the protected portion of the circuit will result in a credit equal to one month's bill for the individual port-to-port connection involved. If the interruption occurs on an unprotected portion of the circuit, no credit shall be allowed for an interruption of less than thirty (30) minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues.

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.

A combination of these configurations may be used in a network design depending on the customer's traffic pattern.

Wavelength Point-to-Point Service configuration would be a port or ports at a customer premise site connecting through a Company central office to another customer premise site.

(N)

(This page filed under Transmittal No. 868)

Issued: May 9, 2012

Effective: May 10, 2012

Vice President  
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## ACCESS SERVICE

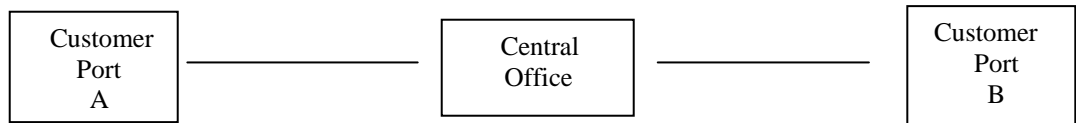
21. Wavelength Service (Cont'd)

(N)

21.1 General Description (Cont'd)(B) Service Provisioning (Cont'd)

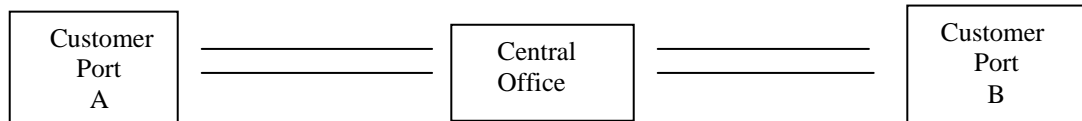
## CBT Point-to-Point Wavelength Service

## UNPROTECTED



## CBT Point-to-Point Wavelength Service

## PROTECTED

(C) Responsibility of The Telephone Company

The Telephone Company will provision and maintain Wavelength Service for the customer up to and including the Network Interface (NI).

(D) Responsibility of Customer

The customer is responsible for providing the compatible CPE to be used for the connection to the Wavelength Service.

(E) Service Rearrangements

Service rearrangements are provisioning changes to existing (installed) services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at a customer premises. See Section 13.3.11.

(N)

## ACCESS SERVICE

21. Wavelength Service (Cont'd)

(N)

21.2 Route Diversity

Wavelength Service is configured with diversely routed fiber whenever possible. Unprotected channels will be lost in the event of a fiber path failure on which the circuit is assigned. Equipment interfaces towards the customer are not protected.

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.

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 cost. 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.

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.

(N)

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(This page filed under Transmittal No. 868)

Issued: May 9, 2012

Effective: May 10 2012

Vice President  
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Cincinnati, Ohio 45202

ACCESS SERVICE

21. Wavelength Service (Cont'd)

(N)

21.3 Rate Regulations (Cont'd)

(A) Rate Elements

There are two basic rate elements which apply to Wavelength Service. The Port/per circuit termination can be located at either a customer premises or the Telephone Company Central Office.

(1) Customer Premises Port/Per circuit termination

Provides for the termination of service at the customer's premises and presents the various selected ports to the customer. Applies per customer designated premises.

(2) Central Office Port/Per circuit termination

Provides for the termination of service at a Telephone Company Serving Wire Center. Applies per Node at the Telephone Company Serving Wire Center.

(N)

## ACCESS SERVICE

21. Wavelength Service (Cont'd)

(N)

21.3 Rate Regulations (Cont'd)(B) Wavelength Connection Capacity

Wavelength Service offers the following port interfaces:

## (1) IBM Protocols:

FICON™ (1.0625 and 2.125 Gbps) - A higher-speed evolution of ESCON™, enabling 1 Gbps connectivity among mainframes, storage devices and peripherals. FICON™ is limited to a maximum distance of 100 km and actual data throughput is distance sensitive.

ISC™ (1.0625 Gbps) - Inter-System Coupling. This protocol is used with IBM GDPS™ architecture for multiple-location host processors. ISC™ is limited to a maximum distance of 40 km.

## (2) Other Protocols:

Fibre Channel (1.0625 and 2.125 Gbps) - an industry standard protocol used to interconnect Storage Area Networks (SANs). Fibre Channel is limited to a maximum distance of 100 km and actual throughput is distance sensitive.

Gigabit Ethernet - a version of Ethernet that allows data transmission rates of 1 Gbps.

10 Gigabit Ethernet - a version of Ethernet that allows data transmission rates of 10 Gbps.

10 Gigabit Ethernet (WAN-PHY) - a version of Ethernet that allows data transmission rates of 9.953 Gbps with a WAN-PHY only interface.

10 Gigabit Ethernet (LAN-PHY) - a version of Ethernet that allows data transmission rates of 10.3125 Gbps with a LAN-PHY only interface.

SONET OC-192/192c - provides a fiber-based 9953.28 Mbps synchronous optical full duplex data transmission capability.

(N)

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(This page filed under Transmittal No. 868)

Issued: May 9, 2012

Effective: May 10 2012

Vice President  
221 East Fourth Street  
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## ACCESS SERVICE

21. Wavelength Service (Cont'd)21.3 Rate Regulations (Cont'd)(C) Term Pricing Plan

The rates and charges set forth for Wavelength Service provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply.

If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Wavelength 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.

Wavelength Service is available for a minimum term of 12 months or under a term payment plan of 12, 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 CBT 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, or 60-month term payment plan as shown in Section 7.4.9.

If Customer removes one or more ports from service prior to the expiration of the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such element(s) for which Customer would have been responsible had Customer not removed such port(s).

(D) Optional Features and Functions

(N)

(A) 10 Gbps Ethernet Intra-building Connection

This service allows a customer to connect with another customer located within the same building.

(N)

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(This page filed under Transmittal No. 901)

Issued: October 25, 2016

Effective: October 26, 2016

Vice President  
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## ACCESS SERVICE

21. Wavelength Service (Cont'd)21.3 Rate Regulations (Cont'd)(C) Term Pricing Plan (Cont'd)

Upon completion of the term payment plan contract the customer may renew their contract at the current, tariffed rates. If customer does not renew their contract prior to the expiration date and does not select to discontinue Wavelength Service, CBT will furnish Wavelength Service to the Customer as specified in the contract on a month-to-month basis at the current, monthly tariffed rates (which will be subject to company initiated rate changes).

If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of ports in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan.

(D) Wavelength Service Expedite Charge

(N)

When placing an Access Order for service(s) for which standard intervals exist, a customer may request a service date that is prior to the standard interval service date.

The customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If the Telephone Company agrees to provide service on an expedited basis, subject to limitations of personnel and material, an Expedited Order Charge will apply.

	<u>USOC</u>	<u>Rate</u>	
Expedite, per Order	CX4WX	\$ 2,100.00	(N)

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This page filed under Transmittal No. 881

Issued: October 30, 2013

Effective: October 31, 2013

Vice President  
221 East Fourth Street  
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## ACCESS SERVICE

21 Wavelength Service (Cont'd)

(N)

21.4 Rates and Charges Cont'd)(A) Ports Point-to Point Service

Per Port/Per circuit termination location

	<u>USOC</u>	<u>12 Month</u>	<u>24 Month</u>	<u>36 Month</u>	<u>48 Month</u>	<u>60 Month</u>	<u>84 Month</u>	
FICON <sup>TM/1/</sup> ISC <sup>TM</sup> ESCON <sup>TM</sup> (1.0625 Gbps)								
- protected channel								
PROAD		5,250.00	5,092.50	4,882.50	4,725.00	4,620.00	2,900.00	
- unprotected channel								
UNPAD		2,625.00	2,546.25	2,441.25	2,362.50	2,310.00	1,450.00	
FICON <sup>TM/1/</sup> ESCON <sup>TM</sup> (2.125 Gbps)								
- protected channel								
PROBD		5,916.66	5,735.00	5,506.66	5,325.00	5,190.00	3,650.00	
- unprotected channel								
UNPBD		2,958.33	2,867.50	2,753.33	2,662.50	2,595.00	1,825.00	
Fibre Channel (1.0625 Gbps)								
- protected channel								
PROCD		5,250.00	5,092.50	4,882.50	4,725.00	4,620.00	2,900.00	
- unprotected channel								
UNPCD		2,625.00	2,546.25	2,441.25	2,362.50	2,310.00	1,450.00	
Fibre Channel (2.125 Gbps)								
- protected channel								
PRODD		5,916.66	5,735.00	5,506.66	5,325.00	5,190.00	3,650.00	
- unprotected channel								
UNPDD		2,958.33	2,867.50	2,753.33	2,662.50	2,595.00	1,825.00	
SONET OC-192/OC-192c								
- protected channel								
PROED		11,250.00	10,875.00	10,500.00	10,125.00	9,750.00	7,000.00	
- unprotected channel								
UNPED		5,625.00	5,437.50	5,250.00	5,062.50	4,875.00	3,500.00	(N)

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(This page filed under Transmittal No. 868)

Issued: May 9, 2012

Effective: May 10, 2012

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## ACCESS SERVICE

21 Wavelength Service (Cont'd)21.4 Rates and Charges Cont'd)(A) Ports Point-to Point Service (Cont'd)

Per Port/Per circuit termination location

	<u>USOC</u>	<u>12 Month</u>	<u>24 Month</u>	<u>36 Month</u>	<u>48 Month</u>	<u>60 Month</u>	<u>84 Month</u>	
1 Gbps Ethernet								
- protected channel								
PROFD	5,250.00	5,092.50	4,882.50	4,725.00	4,620.00	2,900.00		
- unprotected channel								
UNPFD	2,625.00	2,546.25	2,441.25	2,362.50	2,310.00	1,450.00		
10 Gbps Ethernet								
- protected channel								
PROGD	11,250.00	10,875.00	10,500.00	10,125.00	9,750.00	7,000.00		
- unprotected channel								
UNPGD	5,625.00	5,437.50	5,250.00	5,062.50	4,875.00	3,500.00		
40 Gbps OC768 & OTU3/STM 256								
- protected channel								
PROHD	45,000.00	35,000.00	26,250.00	25,326.00	24,350.00	17,500.00		
- unprotected channel								
UNPHD	22,500.00	17,500.00	13,125.00	12,663.00	12,175.00	8,750.00		
100 Gbps Ethernet								
- protected channel								
PROJD	99,500.00	55,000.00	39,400.00	38,000.00	36,500.00	26,250.00		
- unprotected channel								
UNPJD	49,750.00	27,500.00	19,700.00	19,000.00	18,250.00	13,125.00		
(B) <u>Optional Features and Functions</u>								(N)
10 Gbps Ethernet Intra-building Connection								
UNPJE	1,100.00	1,000.00	900.00	800.00	700.00	650.00	(N)	

(This page filed under Transmittal No. 901)

Issued: October 25, 2016

Effective: October 26, 2016

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Cincinnati, Ohio 45202

CINCINNATI BELL TELEPHONE

TARIFF FCC NO. 35  
1st Revised Page 323  
Cancels Original Page 323

ACCESS SERVICE

21.

(D)

(D)

(This page filed under Transmittal No. 865)

Issued: February 22, 2012

Effective: March 8, 2012

Vice President  
221 East Fourth Street  
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CINCINNATI BELL TELEPHONE

TARIFF FCC NO. 35  
1st Revised Page 324  
Cancels Original Page 324

ACCESS SERVICE

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(D)

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(This page filed under Transmittal No. 865)

Issued: February 22, 2012

Effective: March 8, 2012

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CINCINNATI BELL TELEPHONE

TARIFF FCC NO. 35  
1st Revised Page 325  
Cancels Original Page 325

ACCESS SERVICE

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(D)

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(This page filed under Transmittal No. 865)

Issued: February 22, 2012

Effective: March 8, 2012

Vice President  
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CINCINNATI BELL TELEPHONE

TARIFF FCC NO. 35  
1st Revised Page 326  
Cancels Original Page 326

ACCESS SERVICE

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(D)

(D)

(This page filed under Transmittal No. 865)

Issued: February 22, 2012

Effective: March 8, 2012

Vice President  
221 East Fourth Street  
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CINCINNATI BELL TELEPHONE

TARIFF FCC NO. 35  
1st Revised Page 327  
Cancels Original Page 327

ACCESS SERVICE

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(D)

(D)

(This page filed under Transmittal No. 865)

Issued: February 22, 2012

Effective: March 8, 2012

Vice President  
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ACCESS SERVICE

22 Contract Tariffs

This section contains terms and conditions and rates and charges for contract tariffs provided by the Telephone Company. Individual contract tariffs are filed in 22.2 following.

22.1 General

Contract tariffs apply in the Metropolitan Statistical Areas (MSA) which are eligible for Phase I and Phase II Pricing Flexibility.

Telephone Company Pricing Flexibility eligible MSA's are:

Phase I Pricing Flexibility:

Cincinnati, OH-KY-IN MSA  
Hamilton-Middletown, Ohio MSA

Applicable services:

Switched Access Service\*

Entrance Facilities  
Direct trunk transport  
Voice Grade  
DS1  
DS3  
CCS/SS7 Interconnection Service

\*Includes the flat-rated portion of tandem-switched transport, and the optional features and functions associated with these services.

Special Access Service\*\*

Voice Grade  
Program Audio  
Video  
Digital Data  
  
DS1  
DS3  
OC-Service  
Shared SONET Service  
Wavelength Service

(D)

\*\*Includes channel terminations between the end office and the customer premises, channel mileage, and optional features and functions associated with these services.

(This page filed under Transmittal No. 890)

Issued: February 12, 2015

Effective: February 27, 2015

Vice President  
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ACCESS SERVICE

22 Contract Tariffs Cont'd

22.1 General Cont'd

Phase II Pricing Flexibility:

Cincinnati, OH-KY-IN MSA

Applicable services:

Special Access Service\*\*\*

Voice Grade  
Program Audio  
Video  
Digital Data

(D)

DS1  
DS3  
OC-Service  
Shared SONET Service  
Wavelength Service

\*\*\*Channel terminations between the IXC POP and  
the serving wire center only

Contract Tariffs are subject to the regulations specified in all other  
Sections of this tariff, unless otherwise specified.

(This page filed under Transmittal No. 890)

Issued: February 12, 2015

Effective: February 27, 2015

Vice President  
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## ACCESS SERVICE

## 22 Contract Tariffs (Cont'd)

## 22.2 Contract No. 09-001

Description : OC-48 Services and Associated ONACs

Contract  
Availability: Effective November 25, 2009 through December 25, 2009

Contract  
Effective Date: November 7, 2009

Contract  
Expiration Date: 5 Years

Available MSA's: Cincinnati/Middletown, Ohio MSA

This contract covers six OC-48 circuits and associated ONACs provisioned in the Cincinnati/Middletown Ohio MSA. In order to qualify for the pricing under this contract tariff, the customer must maintain the circuits as specified below:

- Three OC-48 circuits and associated ONACs between 1120 W. 6th Street, Cincinnati Ohio and 229 West 7th street, Cincinnati Ohio
- Three OC-48 circuits and associated ONACs between 3153 E. Sharon Rd, Cincinnati, Ohio and 10000 Reading Rd, Cincinnati, Ohio.

Upon the effective date of the contract offering, and with the customer's compliance with the requirements of the OC-48 circuits and associated ONACs outlined, above, the Telephone Company will charge the customer a monthly recurring charge of \$63,260.00 per month ("Invoice Amount") for the OC-48 circuits and associated ONACs described above. This Invoice Amount shall remain in effect for the term of this contract offering provided the customer continues to meet the requirements set forth in this contract offering.

Termination Liability

The termination liability provisions for this agreement can be found in Section 7.4.9.

(This page filed under Transmittal No. 842)

Issued: November 24, 2009

Effective: November 25, 2009

Vice President  
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ACCESS SERVICE

23 Contract Tariffs (Cont'd)

23.2 Contract No. 09-001 (Cont'd)

Terms and Conditions

This contract shall be effective for five years from the effective date stated above.

Customer may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior consent of the Telephone Company, which written consent should not be unreasonably withheld. Notwithstanding the prior sentence, either party may assign this contract tariff in its entirety without the other party's consent to any of the following: (i) the assigning party's successor in a consolidation merger, (ii) the assigning parties successor in an acquisition of all or substantially all of the assets, equity or beneficial interests of the assigning party, or (iii) an entity under common control with, controlled by or in control of the assigning party. The assigning party will give the other party written notice within 30 days of any assignment described in the immediately preceding sentence.

Billed amounts must be paid in full and on time. Any late payments or disputed amounts shall be subject to Section 2.4.1 of this tariff.

(This page filed under Transmittal No. 842)

Issued: November 24, 2009

Effective: November 25, 2009

Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

23 Pricing Flexibility Special Access Service23.1 General Regulations

This section provides regulations, rates and charges applicable to special access services provided by the telephone Company in the Cincinnati, OH-KY-IN MSA and the Hamilton-Middletown, Ohio MSA for which the Telephone Company has received Phase II pricing flexibility pursuant to Subpart H of Part 69 of the Commission's Rules.

- (A) The pricing flexibility special access services pursuant to the section are channel terminations between the IXC POP and the serving wire center only for the following services:

Voice Grade  
Program Audio  
Video  
Digital Data

(D)

DS1  
DS3  
OC-Service  
Shared SONET Service  
Wavelength Service

The general regulations, service description, channel interface and network codes and rate regulations are set forth in Sections 7 and 18 of this tariff. Where the regulations in Sections 7 and 18 conflict with those set forth in this section, the regulations specified in this section for the provision of special access services in the Telephone Company's pricing flexibility MSAs will take precedent.

- (B) Unless otherwise provided in this section, the regulations set forth in Sections 1, 2, 5, and 13 are applicable to special access services provided in the Telephone Company's pricing flexibility MSAs.

23.2 Application of Rates and Charges

The rates and charges for special access services provided in pricing flexibility MSAs are set forth in 22.3 following. Rates and charges for non-flexibility areas are set forth in Sections 7.5 and 18.6 preceding.

(This page filed under Transmittal No. 890)

Issued: February 12, 2015

Effective: February 27, 2015

Vice President  
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## ACCESS SERVICE

23 Pricing Flexibility Special Access Service (cont'd)23.3 Rates and Charges

	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>		
(A) Metallic Service					
Channel Termination*					
- Per Point of Termination	T6EC4	\$38.50	None		
(B) Telegraph Service					
- Per Point of Termination					
- Two-Wire	T6E24	\$35.00	None		
- Four-Wire	T6E44	49.60	None		
(C) Voice Grade					
- Per Point of Termination					
- Two-Wire	T6E24	\$38.00(I)	None		
- Four-Wire	T6E44	58.00(I)	None		
D) Program Audio Service					
	<u>USOC</u>	<u>Monthly Rates</u>	<u>Daily*</u> <u>Rates</u>	<u>Nonrecurring Charges</u>	
				<u>Monthly</u>	<u>Daily</u>
Channel Termination					
Per Point of Termination					
200 to 3500 Hz	T6EC4	\$ 40.00	\$ 2.59	None	None
100 to 5000 Hz	T6EC4	50.00	3.90	None	None
50 to 8000 Hz	T6EC4	60.00	4.82	None	None
50 to 15000 Hz	T6EC4	120.00	14.26	None	None

(This page filed under Transmittal No. 848)

Issued: July 27, 2010

Effective: July 28, 2010

Vice President  
221 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

23 Pricing Flexibility Special Access Service (cont'd)23.3 Rates and Charges (cont'd)

## (E) Video Service

## Channel Termination

	<u>USOC</u>	<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>Non-recurring Charges</u>
Monthly Rates						
- Per Point of Termination						
- TV-1 or 2	TME41	\$350.00	\$320.00(N)	\$295.00(N)	\$260.00(N)	None
- 4TV-5	TME44	350.00	320.00(N)	295.00(N)	260.00(N)	None
- 6TV-5	TME46	350.00	320.00(N)	295.00(N)	260.00(N)	None
- TV-15	TME45	350.00	320.00(N)	295.00(N)	260.00(N)	None

## Daily Rates

	<u>USOC</u>	<u>Rates</u>	<u>Non-recurring Charges</u>
- Per Point of Termination			
- TV-1 or 2	TME41	\$200.00	None
- 4TV-5	TME44	200.00	None
- 6TV-5	TME46	200.00	None
- TV-15	TME45	200.00	None

		<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>
Serial Component Video Service (SCVS) - TV270	ZZY4C	\$600.00	\$540.00(N)	\$500.00(N)	\$450.00(N)
Per Port Termination					

High Definition TV					(N)
Per Channel	ZZYA4	\$1,100.00	\$1,050.00	\$1,000.00	\$ 950.00 (N)

	<u>USOC</u>	<u>Monthly Rate</u>
TV Analog Video Optional 3rd and 4th Audio Channel	VAKS4	\$110.00

(This page filed under Transmittal No. 848)

Issued: July 27, 2010

Effective: July 28, 2010

Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

23 Pricing Flexibility Special Access Service (cont'd)23.3 Rates and Charges (cont'd)

## (F) Digital Data Service

	<u>USOC</u>	<u>Monthly Rates</u>	<u>36 Mo.</u>	<u>60 Mo.</u>
(A) Channel Termination				
- Per point of termination				
- 2.4 kbps	T6EC4	\$77.30	\$52.25	\$49.50
- 4.8 kbps	T6EC4	77.30	52.25	49.50
- 9.6 kbps	T6EC4	77.30	52.25	49.50
- 19.2 kbps	T6EC4	91.00	66.50	63.00
- 56.0 kbps	T6EC4	91.00	66.50	63.00
- 64.0 kbps	T6EC4	91.00	66.50	63.00
- All Digital Data CT's Nonrecurring Charge, each - None				

## (G) 1.544 Mbps

<u>USOC</u>	<u>MONTHLY</u>	<u>12 MOS.</u>	<u>24 MOS.</u>	<u>36 MOS.</u>	<u>48 MOS.</u>	<u>60 MOS.</u>	<u>84 MOS.</u>
MercNet 1.5							
TZGA4	\$ 145.00	\$ 145.00	\$ 137.00(N)	\$ 129.00	\$ 125.60(N)	\$ 122.21	\$ 110.00(N)

	<u>USOC</u>	<u>MONTHLY</u>	<u>12 MOS.</u>	<u>36 MOS.</u>	<u>60 MOS.</u>
MercNet 3.0	TZGA4	\$ 290.00	\$ 290.00	\$ 258.00	\$ 244.42
MercNet 4.5	TZGA4	\$ 435.00	\$ 435.00	\$ 387.00	\$ 366.63
MercNet 6.0	TZGA4	\$ 580.00	\$ 580.00	\$ 516.00	\$ 488.84

## (H) MercNET 45/STS-1

<u>USOC</u>	<u>MONTHLY</u>	<u>12 MOS.</u>	<u>24 MOS.</u>	<u>36 MOS.</u>	<u>48 MOS.</u>	<u>60 MOS.</u>	<u>84 MOS.</u>
-------------	----------------	----------------	----------------	----------------	----------------	----------------	----------------

1st Chan. Term.

TZGB4	\$ 750.00	\$ 750.00	\$ 725.00(N)	\$ 700.00	\$ 677.00(N)	\$ 654.00	\$ 600.00(N)
-------	-----------	-----------	--------------	-----------	--------------	-----------	--------------

2nd Chan. Term

TZGC4	\$ 750.00	\$ 750.00	\$ 725.00(N)	\$ 700.00	\$ 677.00(N)	\$ 654.00	\$ 600.00(N)
-------	-----------	-----------	--------------	-----------	--------------	-----------	--------------

3rd Chan. Term.

TZGD4	\$ 750.00	\$ 750.00	\$ 725.00(N)	\$ 700.00	\$ 677.00(N)	\$ 654.00	\$ 600.00(N)
-------	-----------	-----------	--------------	-----------	--------------	-----------	--------------

## MercNET 45

12 Pack Arrangement/CT

HZ4P4	\$ 725.00	\$ 725.00	\$ 724.00(N)	\$ 700.00	\$ 677.00(N)	\$ 650.43	\$ 600.00(N)
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(This page filed under Transmittal No. 874)

Issued: November 16, 2012

Effective: November 17, 2012

Vice President  
221 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

23 Pricing Flexibility Special Access Service (cont'd)23.3 Rates and Charges (cont'd)Recurring Charges  
Optional Payment Plan(I) OC-3 Channel Termination - Per Point of Termination  
Terminating Bit Rate 155.52 Mbps (DS1, DS3 Drops)

<u>USOC</u>	<u>Monthly</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>
TMEC4	\$1,430.00	\$1,430.00	\$1,365.00	\$1,300.00	\$1,240.00	\$1,180.00	\$1,065.00

	<u>USOC</u>	<u>Monthly</u>	<u>36 Mo.</u>	<u>60 Mo.</u>
Channel Termination**				
- Per Point of Termination				
Terminating Bit				
Rate 155.52 Mbps				
(OC-3/STM-1 Drops)	TMECX	2,900.00	2,700.00	2,500.00

(J) OBC-12 Channel Termination - Per Point of Termination  
Terminating Bit Rate 622.08 Mbps (DS1, DS3, OC-3/STM-1 Drops)

<u>USOC</u>	<u>Monthly</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>
TMEC4	\$2,900.00	\$2,900.00	\$2,750.00	\$2,600.00	\$2,523.00	\$2,445.00	\$2,250.00(Z)

	<u>USOC</u>	<u>Monthly</u>	<u>36 Mo.</u>	<u>60 Mo.</u>
Channel Termination**				
- Per Point of Termination				
Terminating Bit				
Rate 622.08 Mbps				
(OC-12/STM-4 Drops)	TMECX	4,500.00	4,250.00	4,000.00

(K) OC-48 Channel Termination - Per Point of Termination  
Terminating Bit Rate 2488.32 Mbps

<u>USOC</u>	<u>Monthly</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>
TMEC4	\$6,500.00	\$6,500.00	\$6,000.00	\$5,500.00	\$5,000.00	\$4,500.00	\$4,150.00(Z)

	<u>USOC</u>	<u>Monthly</u>	<u>36 Mo.</u>	<u>60 Mo.</u>
TMECS**		\$6,000.00	\$5,000.00	\$4,000.00

(L) OC-192 Channel Termination - Per Point of Termination  
Terminating Bit Rate 9953.28 Mbps

<u>USOC</u>	<u>Monthly</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>
TMEC4	\$13,000.00	\$13,000.00	\$12,000.00	\$11,000.00	\$10,000.00	\$9,000.00	\$8,300.00

\*\* Grandfathered beginning April 1, 2006. Current customers may maintain their service rate structure until their contract expires. Customers may convert to new rate structure at no charge during their contract term.

(This page filed under Transmittal No. 875)

Issued: December 17, 2012

Effective: December 20, 2012

Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

23 Pricing Flexibility Special Access Service (cont'd)23.3 Rates and Charges (cont'd)

## (M) Dedicated Ring Node

	<u>USOC</u>	<u>Monthly</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>
Per Node type								
OC-3/STM-1								
Customer Premises								
FP5C4	\$	1,820.00	\$ 1,820.00(N)	\$ 1,610.00(N)	\$ 1,400.00	\$ 1,300.00	\$ 1,200.00	\$ 1,100.00
Central Office								
FC5C4		1,300.00	1,300.00(N)	1,200.00(N)	1,000.00	950.00	900.00	830.00
OC-12/STM-4								
Customer Premises								
FP5D4		2,990.00	2,990.00(N)	2,645.00(N)	2,300.00	2,150.00	2,000.00	1,850.00
Central Office								
FC5D4		2,340.00	2,340.00(N)	2,070.00(N)	1,800.00	1,650.00	1,500.00	1,380.00
								(D)
								(D)
	<u>USOC</u>	<u>Monthly</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>
OC-48/STM-16								
Customer Premises								
FP4		6,825.00	6,825.00(N)	6,040.00(N)	5,250.00	4,875.00	4,500.00	4,150.00
Central Office								
FC4		5,200.00	5,200.00(N)	4,600.00(N)	4,000.00	3,625.00	3,250.00	3,000.00
OC-192/STM-64								
Customer Premises								
GP5A4		13,650.00	13,650.00(N)	12,075.00(N)	10,500.00	9,750.00	9,000.00	8,280.00
Central Office								
GC5A4		10,400.00	10,400.00(N)	9,200.00(N)	8,000.00	7,250.00	6,500.00	5,980.00
								(D)
								(D)

(This page filed under Transmittal No. 879)

Issued: August 29, 2013

Effective: September 13, 2013

Vice President  
221 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

23 Pricing Flexibility Special Access Service (cont'd)23.3 Rates and Charges (cont'd)

## Dedicated Ring Ports

## Per Node

<u>USOC</u>	<u>Monthly</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>
DS1 at OC-3/STM-1 Node							
SPRA4	\$ 59.00	\$ 59.00(N)	\$ 52.00(N)	\$ 45.00	\$ 43.00	\$ 40.00	\$ 35.00
DS3 at OC-3/STM-1 Node							
SPRB4	98.00	98.00(N)	87.00(N)	75.00	73.00	70.00	65.00
OC-3/STM-1 at OC-3/STM-1 Node							
SPRD4	195.00	195.00(N)	173.00(N)	150.00	143.00	135.00	125.00
10mg at OC-3/STM-1 Node							
SPRN4	98.00	98.00(N)	87.00(N)	75.00	73.00	70.00	65.00
100mg at OC-3/STM-1 Node							
SPRO4	293.00	293.00(N)	259.00(N)	225.00	213.00	200.00	180.00
GigE at OC-48/STM-16 Node							
SPRP4	1,300.00	1,300.00(N)	1,200.00(N)	1,000.00	950.00	900.00	830.00
DS3 at OC-12/STM-4 Node							
SPRC4	98.00	98.00(N)	87.00(N)	75.00	73.00	70.00	65.00
OC-3/STM-1 at OC-12/STM-4 Node							
SPRE4	195.00	195.00(N)	173.00(N)	150.00	143.00	135.00	125.00
DS1 at OC-12/STM-4 Node**							
SPRG4	59.00	59.00(N)	52.00(N)	45.00	43.00	40.00	35.00
OC-12/STM-4 at OC-12/STM-4 Nd							
SPRF4	585.00	585.00(N)	518.88(N)	450.00	428.00	405.00	375.00
10mg at OC-12/STM-4 Node							
SPRR4	98.00	98.00(N)	87.00(N)	75.00	73.00	70.00	65.00
100mg at OC-12/STM-4 Node							
SPRS4	293.00	293.00(N)	259.00(N)	225.00	213.00	200.00	180.00
GigE at OC-48/STM-16 Node							
SPRP4	1,300.00	1,300.00(N)	1,300.00(N)	1,000.00	950.00	900.00	830.00
OC-12/STM-4 at OC-48/STM-16 Nd							
SPRH4	585.00	585.00(N)	518.00(N)	450.00	428.00	405.00	375.00
OC-3/STM-1 at OC-48/STM-16 Nd							
SPRJ4	195.00	195.00(N)	173.00(N)	150.00	143.00	135.00	125.00
DS3 at OC-48/STM-16 Node							
SPRK4	98.00	98.00(N)	87.00(N)	75.00	73.00	70.00	65.00
DS1 at OC-48/STM-16 Node**							
SPRL4	59.00	59.00(N)	52.00(N)	45.00	43.00	40.00	35.00
OC-48/STM-16 at OC-48/STM-16							
SPRM4	1,235.00	1,235.00(N)	1,092.00(N)	950.00	925.00	900.00	830.00
10mg at OC-48/STM-16 Node							
SPRV4	98.00	98.00(N)	87.00(N)	75.00	73.00	70.00	65.00
100mg at OC-48/STM-16 Node							
SPRW4	293.00	293.00(N)	259.00(N)	225.00	213.00	200.00	180.00
GigE at OC-48/STM-16 Node							
SPRP4	1,300.00	1,300.00(N)	1,300.00(N)	1,000.00	950.00	900.00	830.00

(This page filed under Transmittal No. 879)

Issued: August 29, 2013

Effective: September 13, 2013

Vice President  
221 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

23 Pricing Flexibility Special Access Service (cont'd)23.3 Rates and Charges (cont'd)

## Dedicated Ring Ports

## Per Node

<u>USOC</u>	<u>Monthly</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>
OC-3/STM-1 at OC-192/STM-64							
S9NE4	195.00	195.00(N)	173.00(N)	150.00	143.00	135.00	125.00
OC-12/STM-4 at OC-192/STM-64							
S9NG4	585.00	585.00(N)	518.00(N)	450.00	428.00	405.00	375.00
OC-48/STM-16 at OC-192/STM-64							
S9NJ4	1,235.00	1,235.00(N)	1,092.00(N)	950.00	925.00	900.00	830.00
OC-192/STM-64 at OC-192/STM-64							
SPR94	2,470.00	2,470.00(N)	2,185.00(N)	1,900.00	1,850.00	1,800.00	1,660.00
DS3 at OC-192/STM-64 Node							
SPRX4	98.00	98.00(N)	87.00(N)	75.00	73.00	70.00	65.00
DS1 at OC-192/STM-64 Node							
SPR14	59.00	59.00(N)	52.00(N)	45.00	43.00	40.00	35.00
10mg at OC-192/STM-64 Node							
SPRV4	98.00	98.00(N)	87.00(N)	75.00	73.00	70.00	65.00
100mg at OC-192/STM-64 Node							
SPRW4	293.00	293.00(N)	259.00(N)	225.00	213.00	200.00	180.00
GigE at OC-192/STM-64 Node							
SPRP4	1,300.00	1,300.00(N)	1,150.00(N)	1,000.00	950.00	900.00	830.00

(This page filed under Transmittal No. 879)

Issued: August 29, 2013

Effective: September 13, 2013

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Cincinnati, Ohio 45202

## ACCESS SERVICE

23 Pricing Flexibility Special Access Service (cont'd)23.3 Rates and Charges (cont'd)

## Shared SONET Service

	<u>USOC</u>	Recurring Charges		
		<u>Monthly Rates</u>	<u>Optional Payment Plan</u>	<u>36. Mo. 60 Mo.</u>
(O) Network Access Connection (NAC)				
- Per DS1 Customer Premises Termination	NYA14(C)	\$ 157.00	\$ 140.00	\$ 122.00
- Per DS3 Customer Premises Termination	NYA34(C)	\$1,195.00	\$ 995.00	\$ 925.00
(P) Off-Network Access Connection (ONAC)				
- Per DS1 Central Office Connection	NYO14(C)	\$ 50.00	\$ 40.00	\$ 30.00
- Per DS3 Central Office Connection	NYO34(C)	\$ 150.00	\$ 125.00	\$ 105.00
- Per OC-3/STM-1 Central Office Connection	NYOA4(C)	\$1,400.00	\$1,200.00	\$ 1,000.00
- Per OC-12/STM-4 Central Office Connection	NYOB4(C)	\$4,500.00	\$4,300.00	\$4,100.00

(This page filed under Transmittal No. 832)

Issued: September 16, 2008

Effective: October 1, 2008

Vice President  
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Cincinnati, Ohio 45202

ACCESS SERVICE

23 Pricing Flexibility Special Access Service (cont'd)

23.3 Rates and Charges (cont'd)

(D)

(D)

(This page filed under Transmittal No. 890)

Issued: February 12, 2015

Effective: February 27, 2015

Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

23 Pricing Flexibility Special Access Service (Cont'd)23.3 Rates and Charges (Cont'd)

## Wavelength Service

(N)

(A) Ports Point-to Point Service

Per Port/Per circuit termination location

USOC	12 Month	24 Month	36 Month	48 Month	60 Month	84 Month	
FICON <sup>TM</sup> /1/ ISC <sup>TM</sup> ESCON <sup>TM</sup> (1.0625 Gbps)							
- protected channel							
PROA4	5,250.00	5,092.50	4,882.50	4,725.00	4,620.00	2,900.00	
- unprotected channel							
UNPA4	2,625.00	2,546.25	2,441.25	2,362.50	2,310.00	1,450.00	
FICON <sup>TM</sup> /1/ ESCON <sup>TM</sup> (2.125 Gbps)							
- protected channel							
PROB4	5,916.66	5,735.00	5,506.66	5,325.00	5,190.00	3,650.00	
- unprotected channel							
UNPB4	2,958.33	2,867.50	2,753.33	2,662.50	2,595.00	1,825.00	
Fibre Channel (1.0625 Gbps)							
- protected channel							
PROC4	5,250.00	5,092.50	4,882.50	4,725.00	4,620.00	2,900.00	
- unprotected channel							
UNPC4	2,625.00	2,546.25	2,441.25	2,362.50	2,310.00	1,450.00	
Fibre Channel (2.125 Gbps)							
- protected channel							
PROD4	5,916.66	5,735.00	5,506.66	5,325.00	5,190.00	3,650.00	
- unprotected channel							
UNPD4	2,958.33	2,867.50	2,753.33	2,662.50	2,595.00	1,825.00	
SONET OC-192/OC-192c							
- protected channel							
PROE4	11,250.00	10,875.00	10,500.00	10,125.00	9,750.00	7,000.00	
- unprotected channel							
UNPE4	5,625.00	5,437.50	5,250.00	5,062.50	4,875.00	3,500.00	(N)

/1/ ESCON<sup>TM</sup>, FICON<sup>TM</sup>, and ISC<sup>TM</sup> are registered trademarks of the International Business Machines (IBM) Corporation, Armonk, NY 10504

(This page filed under Transmittal No. 868)

Issued: May 9, 2012

Effective: May 10, 2012

Vice President  
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## ACCESS SERVICE

23 Pricing Flexibility Special Access Service (Cont'd)23.4 Rates and Charges Cont'd)

## Wavelength Service (Con't)

(A) Ports Point-to Point Service (Cont'd)

Per Port/Per circuit termination location

	<u>USOC</u>	<u>12 Month</u>	<u>24 Month</u>	<u>36 Month</u>	<u>48 Month</u>	<u>60 Month</u>	<u>84 Month</u>	
1 Gbps Ethernet								
- protected channel								
PROF4	5,250.00	5,092.50	4,882.50	4,725.00	4,620.00	2,900.00		
- unprotected channel								
UNPF4	2,625.00	2,546.25	2,441.25	2,362.50	2,310.00	1,450.00		
10 Gbps Ethernet								
- protected channel								
PROG4	11,250.00	10,875.00	10,500.00	10,125.00	9,750.00	7,000.00		
- unprotected channel								
UNPG4	5,625.00	5,437.50	5,250.00	5,062.50	4,875.00	3,500.00		
40 Gbps OC768 & OTU3/STM 256								(N)
- protected channel								
PROH4	45,000.00	35,000.00	26,250.00	25,326.00	24,350.00	17,500.00		
- unprotected channel								
UNPH4	22,500.00	17,500.00	13,125.00	12,663.00	12,175.00	8,750.00		
100 Gbps Ethernet								
- protected channel								
PROJ4	99,500.00	55,000.00	39,400.00	38,000.00	36,500.00	26,250.00		
- unprotected channel								
UNPJ4	49,750.00	27,500.00	19,700.00	19,000.00	18,250.00	13,125.00	(N)	

(This page filed under Transmittal No. 879)

Issued: August 29, 2013

Effective: September 13, 2013

Vice President  
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Cincinnati, Ohio 45202

## ACCESS SERVICE

24. Point-to-Point Ethernet Service

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(N)

## ACCESS SERVICE

24. Ethernet Point-to-Point Service(Cont'd)

(N)

24.1 General Description(A) Basic Service Description

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.

The following regulations will apply to Ethernet Point-to-Point Service:

- (1) Ethernet Point-to-Point Service is available with a one-year minimum period, under 12-month, 24-month, 36-month, 48-month, 60-month and 84-month OPP as described in Section 7.4.9. When a service is discontinued prior to the expiration of the minimum period, termination charges are applicable for the remaining portion of the minimum period.
- (2) Installation will not begin until the customer has accepted the proposal by the Telephone Company.

(B) Service Provisioning(1) Manner of Provisioning

Point-to-Point Ethernet 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) Limitations

- (a) When any additional services are added, such installations may cause a service interruption to existing channels.
- (b) 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.

(N)

(This page filed under Transmittal No. 881)

Issued: October 30, 2013

Effective: October 31, 2013

Vice President  
221 East Fourth Street  
Cincinnati, Ohio 45202

## ACCESS SERVICE

24. Ethernet Point-to-Point Service (Cont'd)

(N)

24.1 General Description (Cont'd)(B) Service Provisioning (Cont'd)(3) Allowance for Service Interruptions

An interruption of service will start when an inoperative service is reported to the Telephone Company and end when the service is operative. In any month, as a result of an interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element as described in Section 2.4.4.

Any service interruptions greater than 30 minutes will result in a credit equal to 1/1440 of the monthly charges for the facility for each period of 30 minutes or major fraction thereof that the interruption continues.

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.

A combination of these configurations may be used in a network design depending on the customer's traffic pattern.

(C) Responsibility of The Telephone Company

The Telephone Company will provision and maintain Ethernet Point-to-Point Service for the customer up to and including the Network Interface (NI).

(D) Responsibility of Customer

The customer is responsible for providing the compatible CPE to be used for the connection to the Ethernet Point-to-Point Service.

(E) Service Rearrangements

Service rearrangements are provisioning changes to existing (installed) services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at a customer premises. See Section 13.3.11.

(N)

(This page filed under Transmittal No. 881)

Issued: October 30, 2013

Effective: October 31, 2013

Vice President  
221 East Fourth Street  
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## ACCESS SERVICE

24. Ethernet point-to-Point Service (Cont'd)

(N)

24.2 Route Diversity

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.

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.

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.

(N)

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(This page filed under Transmittal No. 881)

Issued: October 30, 2013

Effective: October 31, 2013

Vice President  
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## ACCESS SERVICE

24. Ethernet point-to-Point Service (Cont'd)

(N)

24.3 Rate Regulations (Cont'd)(A) Rate Elements

There are two basic rate elements which apply to Ethernet Point-to-Point Service. The Port/per circuit termination can be located at either a customer premises or the Telephone Company Central Office. Each circuit will have 2 ports.

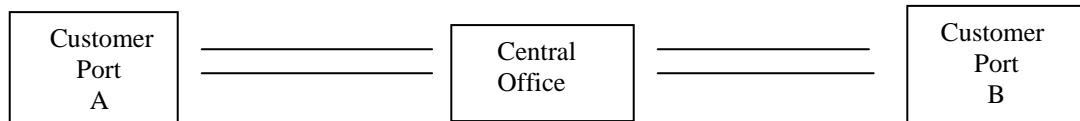
(1) Customer Premises Port/Per circuit termination

Provides for the termination of service at the customer's premises and presents the various selected ports to the customer. Applies per customer designated premises.

(2) Central Office Port/Per circuit termination

Provides for the termination of service at a Telephone Company Serving Wire Center. Applies per Node at the Telephone Company Serving Wire Center.

## CBT Ethernet Point-to-Point Service



(N)

(This page filed under Transmittal No. 881)

Issued: October 30, 2013

Effective: October 31, 2013

Vice President  
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## ACCESS SERVICE

24. Ethernet Point-to-Point Service (Cont'd)

(N)

24.3 Rate Regulations (Cont'd)(B) Term Pricing Plan

The rates and charges set forth for Ethernet Point-to-Point Service provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply.

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 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.

Ethernet Point-to-Point Service is available for a minimum term of 12 months or under a term payment plan of 12, 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 CBT 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, or 60-month term payment plan as shown in Section 7.4.9.

If Customer removes one or more ports from service prior to the expiration of the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such element(s) for which Customer would have been responsible had Customer not removed such port(s).

(N)

(This page filed under Transmittal No. 881)

Issued: October 30, 2013

Effective: October 31, 2013

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## ACCESS SERVICE

24. Ethernet Point-to-Point Service (Cont'd)

(N)

24.3 Rate Regulations (Cont'd)(B) Term Pricing Plan (Cont'd)

Upon completion of the term payment plan contract the customer may renew their contract at the current, tariffed rates. If customer does not renew their contract prior to the expiration date and does not select to discontinue Ethernet Point-to-Point Service, CBT will furnish Ethernet Point-to-Point Service to the Customer as specified in the contract on a month-to-month basis at the current 12-month tariffed rates (which will be subject to company initiated rate changes).

If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of ports in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan.

(C) Ethernet Point-to-Point Service Expedite Charge

When placing an Access Order for service(s) for which standard intervals exist, a customer may request a service date that is prior to the standard interval service date.

The customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If the Telephone Company agrees to provide service on an expedited basis, subject to limitations of personnel and material, an Expedited Order Charge will apply.

	<u>USOC</u>	<u>Rate</u>	
Expedite, per Order	CX4GX	\$ 2,100.00	

(N)

(This page filed under Transmittal No. 881)

Issued: October 30, 2013

Effective: October 31, 2013

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## ACCESS SERVICE

24 Ethernet Point-to-Point Service (Cont'd)

(N)

24.4 Rates and Charges Cont'd)(A) Ports Point-to Point Service

Per Port/Per circuit termination location

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

(N)

(This page filed under Transmittal No. 881)

Issued: October 30, 2013

Effective: October 31, 2013

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## ACCESS SERVICE

25. Volume Discount Plan

(N)

(A) Service Description

The Volume Discount Plan (VDP) provides percentage discounts to Ethernet circuits set forth in Section 19 based on the number of in-service circuits at a given time. The applicable percentage discounts are determined quarterly within each Plan Year as shown in Section 25.7 below. The VDP only applies to Ethernet circuits set forth in Section 19 that are purchased under a 60-month Discount Commitment Plan (DCP) as set forth in Section 7.4.12 (hereinafter referred to as "Qualifying Circuits"). The customer may only enter into a VDP at the beginning of its DCP term and the VDP and DCP must be of the same term.

The applicable percentage discounts shown in Section 25.7 below will be applied to the 60-month DCP tariffed rates for Qualifying Circuits set forth in Section 19.6 following.

If the Telephone Company introduces new Ethernet services not currently listed in Section 19 (New Ethernet Services), the in-service circuit counts for such New Ethernet Services committed to a DCP of like term as the VDP term will be added to the count of VDP Qualifying Circuits used to determine the discount percentages during the term of the VDP, but New Ethernet Services will not otherwise be treated as Qualifying Circuits and will not receive the VDP discounts.

All eligible rate elements for each committed circuit billed are applicable to the plan.

At the end of each 3-month period during the term of the VDP, a snapshot count of the customer's total Qualifying Circuits and New Ethernet Service circuits subject to a DCP will be taken. The discount percentage applicable to that circuit count will be used to determine the VDP discount level for the next 3-month period. For example, the circuit count made at the end of the fourth quarter of a Plan Year will determine the applicable discount percentage for the first quarter of the next Plan Year.

(N)

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(This page filed under Transmittal No. 897)

Issued: April 1, 2016

Effective: April 16, 2016

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## ACCESS SERVICE

25. Volume Discount Plan (Cont'd)

(N)

25.1 Service Description (Cont'd)

Upon the completion of the five (5) year VDP term, the customer may enter into an available OPP or DCP. If the Customer does not elect to enter into an available Plan and does not notify the Telephone Company prior to the expiration of the VDP, the customer will be charged the applicable month-to-month rates for the services that were covered by the VDP and all discounts provided under the VDP will cease.

If the Customer under a VDP enters a new 60-month DCP within 30 days after the expiration of its existing DCP, the Customer will have the option to extend the VDP coterminous with the term of the new DCP. The VDP discount percentages for Year 5 of the DCP will be used for the entire term of the new 60-month DCP.

25.2 Conversion Levels

When a customer establishes a VDP all Qualifying Circuits shall automatically be added to the VDP upon written notification by the customer to the Telephone Company to establish a VDP. There will be no service or billing interruption for existing services that convert to the VDP.

25.3 Commitment Period

At any time while under the VDP, the customer may add or delete circuits pursuant to the DCP provisions as described in Section 7.4.12. These changes may increase or decrease the discount level applicable to the following quarter.

If the customer chooses to terminate the VDP prior to the end of the term of the DCP, the VDP discounts will no longer apply. Qualifying Circuits no longer under a VDP will be billed under the existing 60-month DCP provisions as set forth in Section 7.4.12.

(N)

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(This page filed under Transmittal No. 897)

Issued: April 1, 2016

Effective: April 16, 2016

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## ACCESS SERVICE

25. Volume Discount Plan (Cont'd)

(N)

25.3 Commitment Period (Cont'd)

Qualifying Circuits to be included in the VDP shall include only those circuits in service or ordered by customers who are provided service by the Telephone Company under the Access Carrier Name Abbreviations (ACNAs) agreed to by the Customer and the Telephone Company at the time the initial VDP is established. The Customer may request by notifying the telephone company in writing to add additional ACNAs to the VDP to include circuits that the customer has gained through: 1) mergers; 2) acquisitions or; 3) if the Customer is acquired by another Customer of the Telephone Company. The in-service circuit levels for the additional ACNAs will be included in the count of Qualifying Circuits made at the end of the 3-month review period in which the ACNAs are added.

25.4 Ordering Provisions

The customer must order a VDP in writing to the Telephone Company. The customer must specify in the written notification the date on which it wishes to enroll in the VDP. The specified enrollment date must be within thirty (30) days of receipt of the customer written notification.

25.5 Rate Changes

For customers who subscribe to a VDP, the rates for circuits under the DCP will be excluded from any Telephone Company initiated rate increases as specified in Section 7.4.12 and will be frozen at the DCP rates in effect as of the date of the VDP enrollment. Month-to-month rates may change as a result of Telephone Company initiated increases or decreases.

The Telephone Company will not remove any of the contributory services under the VDP or add additional rate elements or charges, whether for existing services or new, non-optional features or functionality, that would affect or relate to the contributory services unless the Telephone Company is ordered to do so by the Federal Communications Commission.

(N)

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(This page filed under Transmittal No. 897)

Issued: April 1, 2016

Effective: April 16, 2016

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## ACCESS SERVICE

25. Volume Discount Plan

(N)

25.6 Verification and Application of Discounts

The Telephone Company will take a snapshot count of the customer's number of Qualifying Circuits and New Ethernet Service circuits at the end of each 3 month period during the term of the VDP. Based upon the total count of Qualifying Circuits and New Ethernet Service circuits, the applicable percentage discount as shown in Section 25.7 below will be applied to the monthly DCP rates for Qualifying Circuits.

Upon the customer's request and without additional charge, the Telephone Company will make available for inspection and audit by the customer, all reasonably requested documentation necessary to verify the Telephone Company's reports that support the calculation of the VDP monthly rates. The Telephone Company may assess additional labor charges, as set forth in Section 13.2 preceding, for any additional reports requested by the customer. The customer may request this additional supporting documentation no more than twice in any consecutive 12 calendar months, and only for billing periods during the previous 12 month period. This information will be provided by the Telephone Company promptly following the customer's request for such data. In the event that the data shows that any discount was improperly applied, within 30 days after the date of resolution the Telephone Company will provide a credit to the customer equal to any additional discount the customer should have received under the VDP or the customer will reimburse the Telephone Company for any discounts that the customer received that were not due under the VDP.

The dollar amount of the earned discount for each 3-month billing period will be calculated at the end of the period by applying the earned discount rate to the billed rates for the prior 3-month period. The total dollar discount earned for each 3-month period will be applied in the first billing period of the following 3-month period.

(N)

(This page filed under Transmittal No. 897)

Issued: April 1, 2016

Effective: April 16, 2016

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## ACCESS SERVICE

25 Volume Discount Plan(Cont'd)

(N)

## 25.7 Rates and Charges

Circuit Threshold Levels and Percentage Discounts

## 650 to 1,000 Circuits in Service

## Percentage Discount\*

Year 1	Year 2	Year 3	Year 4	Year 5
8.00%	19.96%	29.56%	33.09%	33.09%

## 1,001 to 1,500 Circuits in Service

## Percentage Discount\*

Year 1	Year 2	Year 3	Year 4	Year 5
8.00%	21.80%	33.53%	36.85%	36.85%

## 1,501+ Circuits in Service

## Percentage Discount\*

Year 1	Year 2	Year 3	Year 4	Year 5
8.00%	26.40%	37.44%	40.57%	40.57%

\*The Discount percentages will be applied to the 60-month DCP rates in effect at the time the Customer enters into the VDP. During the course of the term, the Customer count of Qualifying Circuits and New Ethernet Service Circuits may increase or decrease resulting in a change to the tier of discounts applied.

For example, the monthly rates for a 10Mbps UNI Port and EVC for Customers having 650 to 1000 circuits in service (based on the 1/1/2016 60-month DCP rates as set forth in Section 19.6 prior) are shown below:

	Initial 60-Month DCP Rate	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	
Port	\$594.00	\$546.48	\$475.44	\$418.39	\$397.47	\$397.47	
EVC	\$ 40.00	\$ 38.60	\$ 32.02	\$ 28.17	\$ 26.77	\$ 26.77	(N)

(This page filed under Transmittal No. 897)

Issued: April 1, 2016

Effective: April 16, 2016

Vice President  
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ACCESS SERVICE

26. Cincinnati Bell Ethernet Service Silver

26.1 Service Description

Cincinnati Bell Ethernet Service Silver (CBES Silver) is a port based, point-to-point Ethernet service that allows customers to either aggregate multiple Operator Virtual Connections (OVCs) or Ethernet Virtual Connections (EVCs) onto a single ENNI, or to transparently connect two sites with a single OVC/EVC. These services are more completely described in MEF Technical Specifications 33 (Access EPL) and 6.2 (EPL).

26.2 Service Provisioning

CBT will provide CBES Silver with the following Committed Information Rates (CIRs): 1.5 Mbps, 2 Mbps, 3 Mbps, 4 Mbps, 4.5 Mbps, (N) 5 Mbps, 6 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, 500 Mbps, 600 Mbps, 700 Mbps, 800 Mbps, 900 Mbps, 1 Gbps, 2 Gbps, 3 Gbps and 5 Gbps.

UNI interfaces are available IEEE Ethernet Specifications of 10 Mbps, 100 Mbps and 1 Gbps. Any available increment of CIR can be ordered to any capacity UNI, as long as the CIR is less than or equal to the capacity of the UNI.

ENNI interfaces as described in MEF 33 are available at 1Gbps and 10Gbps IEEE specifications.

CBES Silver will be available 24 hours per day, 7 days per week except as required to update, enhance, maintain and/or repair CBES Silver 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.

At the request of Customer CBT will provision a CBES Silver with the specified CIR between a single UNI and a specified ENNI. The aggregated volume of CIR originating from individual UNIs may not exceed the VC specification of the ENNI. The ENNI may not be oversubscribed.

This page filed under Transmittal No. 905)

Issued: February 14, 2017

Effective: February 15,

2017

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## ACCESS SERVICE

26. Cincinnati Bell Ethernet Service Silver

(N)

26.2 Service Provisioning (Cont)

CBT will use its best efforts to repair any inoperable CBES Silver VC within 4 hours after Customer has notified CBT that such VC is inoperable. If such VC remains inoperable for more than 8 hours after Customer has notified CBT that such VC is inoperable, CBT will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such VC. The same credit will apply for each additional 8-hour period that the VC remains inoperable. The total amount of all credits for any one inoperable VC will not exceed the monthly VC charge for such inoperable VC. The credit referred to herein shall be CBT's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable VC.

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 Tariff. 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 Tariff.

All equipment and facilities used by CBT in providing CBES Silver 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.

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.

26.3 Service Measurements

The following service measurement apply to CBES Silver:

Latency Round Trip	Less than 20 ms RTT
Jitter	Less than 10 ms RTT
Data Delivery Ratio	Greater than 99.99%
Availability	Greater than 99.99%

(N)

This page filed under Transmittal No. 898)

Issued: April 18, 2016

Effective: April 19, 2016

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## ACCESS SERVICE

26. Cincinnati Bell Ethernet Service Silver

(N)

26.4 Obligations of the Customer

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.

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.

Customer shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with CBES Silver and conform to the Technical Reference Specifications furnished by CBT to Customer in connection with this Tariff.

Customer will cause its electrical signals at the Demarcation Point to conform to the applicable . Any additional equipment or facilities necessary to comply with such standards shall be furnished by Customer at its expense.

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 CBES Silver 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 CBES Silver reasonably requested by CBT.

(N)

(This page filed under Transmittal No. 898)

Issued: April 18, 2016

Effective: April 19, 2016

Vice President  
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## ACCESS SERVICE

26. Cincinnati Bell Ethernet Service Silver

(N)

26.5 Rate Regulations

The rates and charges set forth for CBES Silver provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply.

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

Customer shall pay CBT for CBES Silver at the applicable monthly rate for the type of CBES Silver, selected by the Customer, as indicated in Section 26.7. In addition, Customer shall pay to CBT the applicable per VC nonrecurring charge set forth in Section 26.7.

If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to CBES Silver 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.

CBES Silver is available for a minimum term of 12 months or under a term payment plan of 24, 36, 48 or 60 months. If a Customer terminates a service, without cause, prior to the expiration of the term, the Customer will pay to CBT 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 or 60-month term payment plan.

If Customer removes one or more physical interfaces from service prior to the expiration of the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such VC(s) for which Customer would have been responsible had Customer not removed such physical interfaces.

(N)

(This page filed under Transmittal No. 898)

Issued: April 18, 2016

Effective: April 19, 2016

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## ACCESS SERVICE

26. Cincinnati Bell Ethernet Service Silver

(N)

26.5 Rate Regulations (Con't)

Upon completion of the term payment plan contract the customer may renew their contract at the current, tariffed rates. If customer does not renew their contract prior to the expiration date and does not elect to discontinue CBES Silver, CBT will furnish CBES Silver to the Customer as specified in the contract on a month-to-month basis at the current, monthly tariffed rates (which will be subject to company initiated rate changes).

If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of VCs in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan.

Within like service types, customer may upgrade to a higher speed service or downgrade to a lower speed service on a VC for VC basis without incurring termination charges.

(N)

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(This page filed under Transmittal No. 898)

Issued: April 18, 2016

Effective: April 19, 2016

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## ACCESS SERVICE

26. Cincinnati Bell Ethernet Service Silver

(N)

26.5 Rate Regulations (Con't)

Customer may move the location of its CBES Silver 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 specified in Section 7.4.5 are applicable if the Customer terminates because of a move to a location where sufficient central office capacity or outside plant facilities are not available.

Customer has the option of purchasing route Diversity. There are 4 types:

- Diverse Route - Same Central Office. Single entrance to the Customer premise.
- Diverse Entrances - Same Central Office. Separate entrances to the Customer premise.
- Diverse Central Office - Single entrance to the Customer premise.
- Diverse Central Office - Separate entrances to the Customer premise.

Special Construction charges may apply.

By default, Cincinnati Bell's CBES Silver is an unprotected service, particularly as it relates to the last mile of access.

26.6 Expedite Charge

When placing an Access Order for service(s) for which standard intervals exist, a customer may request a service date that is prior to the standard interval service date.

The customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If the Telephone Company agrees to provide service on an expedited basis, subject to limitations of personnel and material, an Expedited Order Charge will apply.

	<u>USOC</u>	<u>Rate</u>
Expedite, per Order	CX4JX	\$ 1,270.00

(N)

(This page filed under Transmittal No.898)

Issued: April 18, 2016

Effective: April 19, 2016

Vice President  
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## ACCESS SERVICE

26. Cincinnati Bell Ethernet Service Silver26.7 Rates and Charges

<u>Type of Service</u>	Nonrec	<u>Monthly</u>	Monthly Rates					<u>USOC</u>
	<u>Charge</u>		<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	
Physical Interface /Circuit								
10 Mbps	N/A	50.00	50.00	50.00	50.00	50.00	50.00	LVZGM
100 Mbps	N/A	100.00	100.00	100.00	100.00	100.00	100.00	LVZGN
1 Gbps	N/A	200.00	200.00	200.00	200.00	200.00	200.00	LVZGP
10 Gbps	N/A	400.00	400.00	400.00	400.00	400.00	400.00	LVZGQ
<u>Type of Service</u>	Nonrec	<u>Monthly</u>	Monthly Rates					<u>USOC</u>
	<u>Charge</u>		<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	
Committed Information Rate								
1.5 Mbps Per VC	1000.00	225.00	200.00	175.00	150.00	135.00	125.00	LVZG1
2 Mbps Per VC	1000.00	205.00	225.00	200.00	175.00	155.00	150.00	LVZGT (N)
3 Mbps Per VC	1000.00	275.00	250.00	225.00	200.00	185.00	175.00	LVZG3
4 Mbps Per VC	1000.00	300.00	275.00	250.00	225.00	210.00	187.00	LVZGU (N)
4.5 Mbps Per VC	1000.00	325.00	300.00	275.00	250.00	240.00	200.00	LVZG4
5 Mbps Per VC	1000.00	350.00	330.00	305.00	280.00	265.00	250.00	LVZG5
6 Mbps Per VC	1000.00	370.00	345.00	320.00	295.00	280.00	265.00	LVZG6
10 Mbps Per VC	1000.00	460.00	435.00	410.00	385.00	370.00	353.00	LVZGA
20 Mbps Per VC	1000.00	500.00	475.00	450.00	425.00	410.00	390.00	LVZGB
50 Mbps Per VC	1000.00	595.00	570.00	545.00	520.00	495.00	475.00	LVZGC
100 Mbps Per VC	1000.00	715.00	690.00	665.00	640.00	615.00	590.00	LVZGD
200 Mbps Per OVC	1100.00	725.00	700.00	675.00	650.00	630.00	605.00	LVZGE
300 Mbps Per VC	1150.00	835.00	815.00	790.00	765.00	745.00	725.00	LVZGF

Note 1: Nonrecurring charge applies when a VC is installed subsequent to a physical interface installation.

(This page filed under Transmittal No. 905)

Issued: February 14, 2017

Effective: February 15, 2017

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## ACCESS SERVICE

## 26 Cincinnati Bell Ethernet Service Silver

## 26.7 Rates and Charges

Type of Service	Nonrec	Monthly Rates						USOC
	Charge	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	
400 Mbps Per VC	1200.00	1000.00	950.00	925.00	900.00	875.00	850.00	LVZGG
500 Mbps Per VC	1250.00	1075.00	1050.00	1025.00	1000.00	975.00	950.00	LVZGH
600 Mbps Per VC	1300.00	1130.00	1105.00	1080.00	1055.00	1030.00	1005.00	LVZGJ
700 Mbps Per VC	1350.00	1185.00	1160.00	1135.00	1110.00	1085.00	1060.00	LVZG7
800 Mbps Per VC	1400.00	1235.00	1215.00	1190.00	1165.00	1140.00	1115.00	LVZG8
900 Mbps Per VC	1450.00	1255.00	1230.00	1205.00	1180.00	1155.00	1140.00	LVZG9
1 Gbps Per VC	1500.00	1300.00	1275.00	1250.00	1225.00	1205.00	1180.00	LVZGK
2 Gbps Per VC	1500.00	2200.00	2000.00	1800.00	1500.00	1400.00	1300.00	LVZGO
3 Gbps Per VC	1500.00	2600.00	2400.00	2200.00	1900.00	1700.00	1600.00	LVZGR
5 Gbps Per VC	1500.00	3000.00	2800.00	2600.00	2300.00	2100.00	2000.00	LVZGS
Optional Features								
Diverse Route Same Central Office *	NA	50.00	50.00	50.00	50.00	50.00	50.00	DIVSE
Diverse Entrances Same Central Offices	NA	75.00	75.00	75.00	75.00	75.00	75.00	DIVSA
Diverse Central Office Single Entrance*	NA	100.00	100.00	100.00	100.00	100.00	100.00	DCOSE
Diverse Central Office Separate Entrances*	NA	125.00	125.00	125.00	125.00	125.00	125.00	DCOSA
ISP Connection	NA	50.00	50.00	50.00	50.00	50.00	50.00	LVXGT (N)

\* Special construction charges may apply

(This page filed under Transmittal No. 905)

Issued: February 14, 2017

Effective: February 15, 2017

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## ACCESS SERVICE

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Issued: February 8, 2017

Effective: February 9, 2017

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## ACCESS SERVICE

## 27. Dedicated Optical Ethernet Service.(Cont'd)

(N)

27.1 General Description(A) Basic Service Description

Dedicated Optical Ethernet Service is a service providing high bandwidth point to point connections utilizing an optical switch equipped network. Ethernet services are routed through a Dense Wave Division Multiplexing (DWDM) network using reconfigurable optical switches (ROADM) at core nodes within the network. Each service is routed transparently from point-to-point using individual DWDM wave lengths or a virtual optical transport network (OTN) facility.

The following regulations will apply to Dedicated Optical Ethernet Service:

- (1) Dedicated Optical Ethernet Service is available with a one-year minimum period, under 12-month, 24-month, 36-month, 48-month, 60-month and 84-month OPP as described in Section 7.4.9. When a service is discontinued prior to the expiration of the minimum period, termination charges are applicable for the remaining portion of the minimum period.
- (2) Installation will not begin until the customer has accepted the proposal by the Telephone Company.

(N)

(This page filed under Transmittal No. 904)

Issued: February 8, 2017

Effective: February 9, 2017

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## ACCESS SERVICE

27. Dedicated Optical Ethernet Service (Cont'd)

(N)

27.1 General Description (Cont'd)(B) Service Provisioning(2) Manner of Provisioning

Point-to-Point Service provides an optically switched network with customer dedicated services. The network architecture is designed to provide increased reliability and functionality connecting multiple customer-designated locations and specified Telephone Company central Offices.

Customer provided equipment (CPE) must deliver the data signals for the Dedicated Optical Ethernet Service transport within the technical specifications for the subscribed data service. Technical specifications can be found in the Telcordia Technical Reference Publications and the following:

IEEE 802.3x  
ITU-TG.872/G.709

(3) Limitations

(a) When any additional services are added, such installations may cause a service interruption to existing unprotected services, or a protection switch on protected channels.

(b) Service protection will be available for all interface types.

(N)

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(This page filed under Transmittal No. 904)

Issued: February 8, 2017

Effective: February 9, 2017

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## ACCESS SERVICE

27. Dedicated Optical Ethernet Service (Cont'd)

(N)

27.1 General Description (Cont'd)(B) Service Provisioning (Cont'd)(4) Allowance for Service Interruptions

An interruption of service will start when an inoperative service is reported to the Telephone Company and end when the service is operative. In any month, as a result of an interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element as described in Section 2.4.4.

Any protected service interruptions greater than 2 consecutive seconds as a result of a failure on the protected circuit will result in a credit equal to one month's bill for the individual port-to-port connection involved. If the interruption occurs on an unprotected circuit, no credit shall be allowed for an interruption of less than thirty (30) minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues.

The minimum configuration would be two ports either at a serving wire center or at a customer premises site.

A combination of these configurations may be used in a network design depending on the customer's traffic pattern.

Dedicated Optical Ethernet Service configuration would be a port or ports at a customer premise site connecting through a Company central office to another customer premise site.

(N)

(This page filed under Transmittal No. 904)

Issued: February 8, 2017

Effective: February 9, 2017

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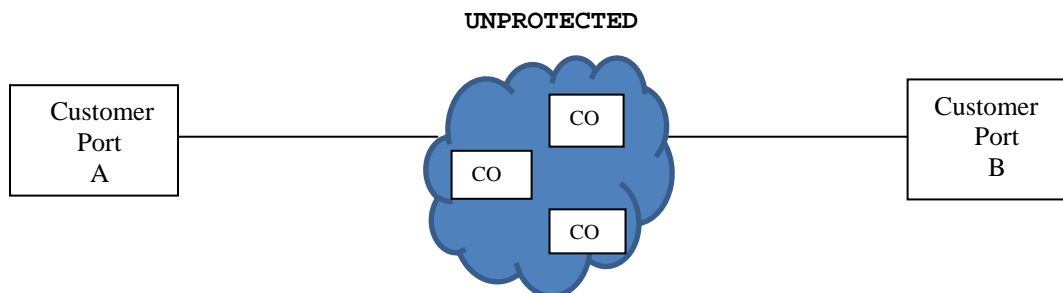
## ACCESS SERVICE

27. Dedicated Optical Ethernet Service (Cont'd)

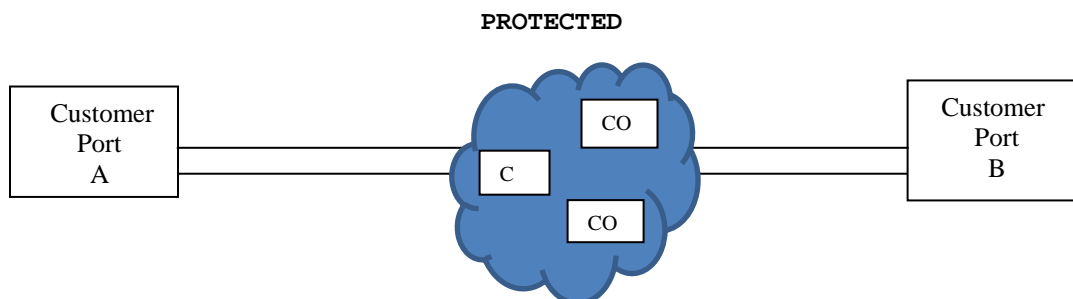
(N)

27.1 General Description (Cont'd)(B) Service Provisioning (Cont'd)

## CBT Dedicated Optical Ethernet Service



## CBT Dedicated Optical Ethernet Service

(C) Responsibility of the Telephone Company

The Telephone Company will provision and maintain Dedicated Optical Ethernet Service for the customer up to and including the Network Interface (NI).

(D) Responsibility of Customer

The customer is responsible for providing the compatible CPE to be used for the connection to the Dedicated Optical Ethernet Service.

(E) Service Rearrangements

Service rearrangements are provisioning changes to existing (installed) services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at a customer premises. See Section 13.3.11.

(N)

(This page filed under Transmittal No. 904)

Issued: February 8, 2017

Effective: February 9, 2017

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## ACCESS SERVICE

27. Dedicated Optical Ethernet Service (Cont'd)

(N)

27.2 Route Diversity

Customer has the option of purchasing route Diversity. There are 4 types:

- (A) Diverse Route - Same Central Office. Single entrance to the Customer premise.
- (B) Diverse Entrances - Same Central Office. Separate entrances to the Customer premise.
- (C) Diverse Central Office - Single entrance to the Customer premise.
- (D) Diverse Central Office - Separate entrances to the Customer premise.

27.3 Rate Regulations(A) Rate Elements

There are two basic rate elements which apply to Dedicated Optical Ethernet Service. The Port/per circuit termination can be located at either a customer premises or the Telephone Company Central Office.

(1) Customer Premises Port/per circuit termination

Provides for the termination of service at the customer's premises and presents the various selected ports to the customer. Applies per customer designated premises.

(2) Central Office Port/per circuit termination

Provides for the termination of service at a Telephone Company Serving Wire Center. Applies per Node at the Telephone Company Serving Wire Center.

(N)

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(This page filed under Transmittal No. 904)

Issued: February 8, 2017

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## ACCESS SERVICE

27. Dedicated Optical Ethernet Service (Cont'd)

(N)

27.3 Rate Regulations (Cont'd)(B) Dedicated Optical Ethernet Connection Capacity

Dedicated Optical Ethernet Service offers the following port interfaces:

- Gigabit Ethernet - a version of Ethernet that allows data transmission rates of 1 Gbps.
  - 10 Gigabit Ethernet- a version of Ethernet that allows data transmission rates of 10.7092 Gbps
  - 10 Gigabit Ethernet (WAN-PHY) - a version of Ethernet that allows data transmission rates of 10.3125 Gbps with a WAN-PHY only interface.
  - 10 Gigabit Ethernet (LAN-PHY) - a version of Ethernet that allows data transmission rates of 10.3125 Gbps with a LAN-PHY only interface.
  - 40 Gigabit Ethernet - a version of Ethernet that allows data transmission rates of 40.12 Gbps.
  - 100 Gigabit Ethernet - a version of Ethernet that allows data transmission rates of 103.125 Gbps.
- (N)

(This page filed under Transmittal No. 904)

Issued: February 8, 2017

Effective: February 9, 2017

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## ACCESS SERVICE

27. Dedicated Optical Ethernet Service (Cont'd)

(N)

27.3 Rate Regulations (Cont'd)(C) Term Pricing Plan

The rates and charges set forth for Dedicated Optical 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.

If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Dedicated Optical 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.

Dedicated Optical Ethernet Service is available for a minimum term of 12 months or under a term payment plan of 12, 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 CBT 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, or 60-month term payment plan as shown in Section 7.4.9.

If Customer removes one or more ports from service prior to the expiration of the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such element(s) for which Customer would have been responsible had Customer not removed such port(s).

(N)

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(This page filed under Transmittal No. 904)

Issued: February 8, 2017

Effective: February 9, 2017

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## ACCESS SERVICE

27. Dedicated Optical Ethernet Service (Cont'd)

(N)

27.3 Rate Regulations (Cont'd)(C) Term Pricing Plan (Cont'd)

Upon completion of the term payment plan contract the customer may renew their contract at the current, tariffed rates. If customer does not renew their contract prior to the expiration date and does not select to discontinue Dedicated Optical Ethernet Service, CBT will furnish Dedicated Optical Ethernet Service to the Customer as specified in the contract on a month-to-month basis at the current, monthly tariffed rates (which will be subject to company initiated rate changes).

If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of ports in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan.

(D) Dedicated Optical Ethernet Service Expedite Charge

When placing an Access Order for service(s) for which standard intervals exist, a customer may request a service date that is prior to the standard interval service date.

The customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If the Telephone Company agrees to provide service on an expedited basis, subject to limitations of personnel and material, an Expedited Order Charge will apply.

	<u>USOC</u>	<u>Rate</u>	
Expedite, per Order	CX4KX	\$ 2,500.00	(N)

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This page filed under Transmittal No. 904

Issued: February 8, 2017

Effective: February 9, 2017

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## ACCESS SERVICE

27 Dedicated Optical Ethernet Service (Cont'd)27.4 Rates and Charges Cont'd)(A) Ports Point-to Point Service (Cont'd)

Per Port/per circuit termination location

	USOC	12 Month	24 Month	36 Month	48 Month	60 Month	84 Month
1 Gbps Ethernet							
- protected channel							
LVZHA		1,675.00	1,650.00	1,625.00	1,605.00	1,580.00	1,500.00
- unprotected channel							
LVZHB		837.50	825.00	812.50	802.50	790.00	750.00
10 Gbps Ethernet LAN/WAN-PHY							
- protected channel							
LVZHC		4,000.00	3,800.00	3,500.00	3,300.00	3,000.00	2,500.00
- unprotected channel							
LVZHD		2,000.00	1,900.00	1,750.00	1,650.00	1,500.00	1,250.00
40 Gbps OC768 & OTU3/STM 256							
- protected channel							
LVZHE		28,000.00	14,000.00	10,000.00	8,000.00	7,000.00	6,000.00
- unprotected channel							
LVZHF		14,000.00	7,000.00	5,000.00	4,000.00	3,500.00	3,000.00
100 Gbps Ethernet							
- protected channel							
LVZHG		30,000.00	16,000.00	12,000.00	10,000.00	9,000.00	8,000.00
- unprotected channel							
LVZHH		15,000.00	8,000.00	6,000.00	5,000.00	4,500.00	4,000.00

(This page filed under Transmittal No. 904)

Issued: February 8, 2017

Effective: February 9, 2017

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## ACCESS SERVICE

27 Dedicated Optical Ethernet Service (Cont'd)

(N)

27.4 Rates and Charges Cont'd)(A) Ports Point-to Point Service (Cont'd)(B) Optional Features and Functions

	<u>12 Month</u>	<u>24 Month</u>	<u>36 Month</u>	<u>48 Month</u>	<u>60 Month</u>	<u>84 Month</u>	<u>USOC</u>
Diverse Route Same Central Office *	50.00	50.00	50.00	50.00	50.00	50.00	DIVSB
Diverse Entrances Same Central Offices	75.00	75.00	75.00	75.00	75.00	75.00	DIVSC
Diverse Central Office Single Entrance*	100.00	100.00	100.00	100.00	100.00	100.00	DCOSB
Diverse Central Office Separate Entrances*	125.00	125.00	125.00	125.00	125.00	125.00	DCOSD (N)

(This page filed under Transmittal No. 904)

Issued: February 8, 2017

Effective: February 9, 2017

Vice President  
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