

BROADBAND DISTRIBUTION FACILITIES

**Regulations, Rates and Charges applying to the
provision of Broadband Distribution Facilities for the
transmission of cable television services
within the operating territory of**

**CINCINNATI BELL TELEPHONE COMPANY
in certain areas of the City of Cincinnati
as provided herein.**

BROADBAND DISTRIBUTION FACILITIES

Check Sheet

Title Page and Pages 1 to 17, inclusive, of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date hereof.

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BROADBAND DISTRIBUTION FACILITIES

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

BROADBAND DISTRIBUTION FACILITIES

1. APPLICATION OF TARIFF

- 1.1** This tariff contains regulations, rates and charges for the provision and maintenance of Broadband Distribution Facilities provided by The Cincinnati Bell Telephone Company (hereinafter referred to as the Telephone Company) for the use of the franchisee of cable television service in the City of Cincinnati (the customer). The tariff does not apply to any other service offered by the Telephone Company.
- 1.2** The Telephone Company undertakes to provide the facilities and services offered in this tariff pursuant to the terms and conditions and at the rates and charges specified herein. The facilities provided hereunder shall be selected by the Telephone Company in accordance with the customer's design specifications and are not represented to be suitable for any other purpose.
- 1.3** Regulations, rates and charges as specified in this tariff apply only to the Telephone Company's offering of Broadband Distribution Facilities to the customer. The regulations, rates and charges do not apply to any customer offering of services to its subscribers. The provision of facilities and services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of its services.
- 1.4** The Telephone Company shall not, by virtue of its provision of facilities and services hereunder, have any control over services offered by the customer to its subscribers. The Telephone Company reserves the right to oppose the customer's provision of any service which, in the Telephone Company's view, may not lawfully be provided by the customer. However, the Telephone Company shall not discontinue provision of facilities and service herein by reason of such opposition, except pursuant to an order of an appropriate governmental authority or court of competent jurisdiction.

BROADBAND DISTRIBUTION FACILITIES**2. General Regulations****2.1 Definitions****Broadband Distribution Facilities**

The Telephone Company provided transmission facilities used to inter-connect the various input/output points located in certain portions of the customer's franchise area in the City of Cincinnati. Such facilities include, but are not limited to the following: apparatus, equipment, wires, lines, devices, and accessories.

Cable Television Service

The provision of television signals and other services by the customer to its subscribers by means of Telephone Company provided Broadband Distribution Facilities that the customer may lawfully provide.

Customer

The franchisee duly authorized by appropriate local authorities to provide cable television service in the franchise area.

Drop

A facility provided by the customer which connects Broadband Distribution Facilities to cable television service terminal equipment on the premises of the customer's subscribers.

Distribution Center

A location where signals are received, generated or created by the customer for transmission over Broadband Distribution Facilities.

Franchise

The privilege granted to the customer to provide cable television service in the franchise area.

Franchise Area

An area in the central business district in the City of Cincinnati, Ohio in which the customer has been granted the right to provide cable television service.

Input Points

The locations at the customer's Distribution Center and at service locations where signals are delivered to the Telephone Company for transmission over Broadband Distribution Facilities.

BROADBAND DISTRIBUTION FACILITIES

2. General Regulations (Cont'd)

2.1 Definitions (Cont'd)

Institutional Network

A cable television service network designed to provide cable television services to educational organizations, health and medical organizations, organizations serving the handicapped, government and public safety organizations, libraries, arts, cultural and recreational organizations, community and social service agencies, and commercial and industrial users.

Output Points

The locations at the customer's Distribution Center and at service locations where transmission signals are delivered by the Telephone Company to the customer.

Service Locations

A point of demarcation at which the Telephone Company's responsibility for the provision of Broadband Distribution Facilities ends.

Subscriber

A person or entity receiving cable television service from the customer.

Subscriber Network

A cable television service network designed to provide cable television services to the customer's general body of subscribers.

BROADBAND DISTRIBUTION FACILITIES**2. General Regulations (Cont'd)****2.2 Undertaking of the Telephone Company****2.2.1 Description of Service**

The Broadband Distribution Facilities provided to the customer under this tariff provide for the transport and distribution of cable television service signals from a customer Distribution Center at 2400 Lehman Road, Cincinnati, Ohio to 45 service locations on the customer's Subscriber Network and 18 service locations on the customer's Institutional Network. The Subscriber Network consists of 70 downstream cable television video channels and one upstream data channel for the customer's QUBE service. The Institutional Network provides 39 downstream cable television video channels and four upstream signals from selected locations to fulfill Institutional Network specifications.

The service provided herein when connected to other facilities used by the customer is for the purpose of furnishing end-to-end cable television service to the customer's subscribers.

2.2.2 Provision of Service

The Company's obligation to furnish service is subject to the availability of material, equipment and labor and is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance thereof and power for any required electronic equipment.

The Telephone Company shall be responsible only for the construction of the Broadband Distribution Facilities and maintenance as specified following. The responsibility of the Telephone Company shall be limited to the provision of Broadband Distribution Facilities under this tariff and to the maintenance of such facilities in accordance with applicable performance standards. Distribution routes, types of construction, technology employed, and method of installing the access terminations will be as determined by the Telephone Company in accordance with the customer design specifications.

Rates and charges specified in this tariff contemplate that work performed on the customer's and subscriber's premises normally will be performed during Telephone Company's employees scheduled work period in any given calendar day (i.e., 8:00 a.m. to 5:00 p.m., Monday through Friday).

BROADBAND DISTRIBUTION FACILITIES

2. General Regulations (Cont'd)2.2 Undertaking of the Telephone Company (Cont'd)2.2.2 Provision of Service (Cont'd)

The Telephone Company is not permitted to suspend the operation of its facilities or maintenance services, except as provided in 2.12 following.

The Telephone Company is not responsible for operation or maintenance of facilities provided by the customer or anyone, other than the Telephone Company, acting on the customer's behalf. The Telephone Company is not responsible for facilities provided by the customer's subscribers.

2.2.3 Liability

The Telephone Company's failure to provide facilities in a timely manner or to maintain such facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Telephone Company's reasonable control.

The liability of the Telephone Company shall be limited to amounts paid by the customer under this tariff, and in no event will the Telephone Company be liable to the customer for lost profits or for consequential or incidental damages.

There shall be no liability of the Telephone Company for damages arising solely out of the fault of facilities or equipment furnished by other than the Telephone Company or caused solely by the negligence of other than the Telephone Company.

The Telephone Company is not liable for any act or omission of the customer in the furnishing of the customer's cable television service.

In addition to the limitations set forth preceding, the Telephone Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Telephone Company, caused by customer-provided equipment.

BROADBAND DISTRIBUTION FACILITIES**2. General Regulations (Cont'd)****2.2 Undertaking of the Telephone Company (Cont'd)****2.2.4 Provision of Facility Description**

The Telephone Company will provide to the customer sufficient description of the facilities provided under the tariff to enable the customer to engineer its overall cable television service. The technical data developed and utilized in the provision of Broadband Distribution Facilities is and remains the sole property of the Telephone Company and shall be treated as proprietary and confidential by the customer and used only to engineer its cable television service.

2.2.5 Assignment or Transfer

None of the provisions of this tariff shall apply or extend directly to any subscriber of the customer. The facilities to be offered under this tariff shall be provided only at the direction of the customer.

The customer may assign or transfer its rights under this tariff to a subsequent holder of the customer's franchise in the franchise area, provided the assignee or transferee assumes all outstanding indebtedness for construction and maintenance of the Broadband Distribution Facilities and the cost of any rearrangement of facilities that may be required.

In all cases of assignment or transfer of the rights under this tariff, the written consent of the Telephone Company is required prior to such assignment or transfer which consent shall not be unreasonably withheld. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

BROADBAND DISTRIBUTION FACILITIES**2. General Regulations (Cont'd)****2.2 Undertaking of the Telephone Company (Cont'd)****2.2.6 Prohibited Use**

The Telephone Company's provision and the customer's use of the service provided under this tariff will comply with all applicable federal, state and local laws, rules and ordinances. The customer will defend, hold the Telephone Company harmless and indemnify the Telephone Company from and against all claims and expenses arising out of or resulting from programming type or content.

2.3 Obligation of the Customer**2.3.1 Damages**

The customer shall defend, indemnify and hold the Telephone Company harmless from and against any and all liability, claims and demands for damages whatsoever, including attorney fees, as a result of the negligence or misconduct of the customer in connection with the use of the service.

2.3.2 Equipment Space and Power

Space and power requirements in public buildings which are provided to the Customer by the City of Cincinnati and which are necessary to provide the Broadband Distribution Facilities will be made available at no cost to the Telephone Company. Space at the customer's Distribution Center shall be so equipped as to maintain the levels of humidity and temperature control for operation of the installed equipment. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, inspecting, repairing or removing facilities of the Telephone Company.

2.3.3 Design of Services and Facilities

The customer shall be solely responsible for the overall design of its services. The Telephone Company will design its Broadband Distribution Facilities to meet the customer's specifications.

BROADBAND DISTRIBUTION FACILITIES**2. General Regulations (Cont'd)****2.3 Obligation of the Customer (Cont'd)****2.3.4 Claims and Demands for Damages**

The customer shall defend, indemnify and save harmless the Telephone Company from and against all loss, liability or expense (including costs and reasonable attorney's fees) arising from a) program type or content, including but not limited to claims for libel, slander or infringement of copyright arising directly or indirectly from the material transmitted over the Broadband Distribution Facilities or the use thereof; b) proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the facilities provided under this tariff required to be obtained by the customer; and c) any and all other claims arising out of an act or omission of the customer in connection with facilities provided by the Telephone Company or the customer's circuits, facilities or equipment connected thereto, except to the extent that such loss arises from the gross negligence or willful misconduct of the Telephone Company.

2.3.5 Authorizations

The customer shall be responsible for obtaining and maintaining the necessary authority to provide cable television service, or other services, that may be required by law.

2.4 Cancellation**2.4.1 Cancellation of Application For Facilities**

Service will commence upon written notification from the Telephone Company to the customer that construction of the facilities has been completed and that service has been activated and will continue for a period of twenty years thereafter, unless sooner terminated consistent with the provisions of this Tariff. The customer may terminate service provided under this Tariff prior to the expiration of the twenty year term upon payment to the Telephone Company of a termination charge equivalent to the sum of any remaining charges due for the twenty year term, brought forward to net present value at the prime rate as of the termination date.

BROADBAND DISTRIBUTION FACILITIES**2. General Regulations (Cont'd)****2.4 Cancellation (Cont'd)****2.4.2 Cancellation for Cause**

The Telephone Company upon written notice to the customer, may discontinue the furnishing of service and utilize the associated facilities in whole or in part for other purposes without incurring any liability in the event:

- (A) The Telephone Company, by order of a court of competent jurisdiction or other governmental authority, is prohibited from providing the service.
- (B) The customer by order of a court of competent jurisdiction or other governmental authority, is prohibited from furnishing the cable television service which it provides hereunder;
- (C) A receiver is appointed by a court of competent jurisdiction to take possession of all or substantially all of the assets of the customer or there is instituted by or against the customer bankruptcy, arrangement for the benefit of creditors, or insolvency proceedings;
- (D) The customer fails to pay any amount specified in this tariff which is due the Telephone Company within thirty days after the date on which such payment shall become due; or
- (E) The customer fails to observe or perform any of its other obligations which are specified in this Tariff or contract and such default continues for sixty days after notice in writing to the customer of the existence of such default.

2.5 Service Interruptions

It shall be the obligation of the customer to give notice to the Telephone Company of any interruption of transmission over the Broadband Distribution Facilities. The customer will undertake to ascertain before giving notice to the Telephone Company that any such problem is not caused by any action or omission or any cause within the control of the customer or its subscribers. The Telephone Company shall not be obligated to take any action upon notice received from any source other than the customer or its duly authorized agent.

BROADBAND DISTRIBUTION FACILITIES**2. General Regulations (Cont'd)****2.6 Access to Premises**

The Telephone Company and its employees and agents shall have access to the customer's premises and to the Broadband Distribution Facilities at any reasonable hour for the purpose of installing, rearranging, inspecting, repairing, maintaining, testing, adjusting, disconnecting, removing or otherwise servicing any part of the Telephone Company's facilities.

2.7 Maintenance of Facilities

Facilities provided under this tariff shall be maintained by the Telephone Company on a twenty-four hour, seven days per week basis. The customer or others may not rearrange, move, disconnect, remove, repair or attempt to repair any equipment or facilities provided and maintained by the Telephone Company except with the written consent of the Telephone Company. The customer shall maintain all apparatus and equipment provided by it. The Telephone Company shall not be responsible to subscribers of the customer for the end-to-end service of which facilities provided under this tariff are a part.

The facilities provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the facilities in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time.

The Telephone Company will respond to service outages and signal degradations in a timely manner that is reasonably consistent with the customer's responsibility to its subscribers. In no event will the Telephone Company be liable to the customer for disruption of service to the customer's subscribers unless such disruption is directly caused by the Telephone Company's gross negligence or willful misconduct.

2.8 Drops

Wiring necessary for terminating the Broadband Distribution Facilities on the premises of a subscriber of the customer are to be provided by the customer.

2.9 Interconnection

Connection of non-Telephone Company provided facilities with facilities furnished under this tariff may be made only at the input and output points.

Facilities provided by other than the Telephone Company will be so constructed, maintained and operated as to be compatible with the facilities

BROADBAND DISTRIBUTION FACILITIES**2. General Regulations (Cont'd)****2.9 Interconnection (Cont'd)**

For equipment or facilities provided by the customer, its subscriber, or someone on the customer's behalf, the customer shall defend, indemnify and hold the Telephone Company harmless from and against any and all liability for damage to property or death of or injury to any person or persons directly or indirectly arising out of or caused, in whole or in part, by the customer's or its subscriber's acts, or those of anyone acting on the customer's behalf.

2.10 Special Taxes

If the Telephone Company should be required to pay to any city or other governing body a special privilege, license, occupation, excise, sales or other tax as a direct or indirect result of furnishing these Broadband Distribution Facilities, the customer to whom such facilities are furnished shall reimburse the Telephone Company, upon demand, for the same.

2.11 Billing and Payment of Charges

The customer is responsible for the payment of charges for all facilities and services furnished. All bills shall be due when rendered.

2.12 Limiting of Facilities

The Telephone Company shall be permitted to use the facilities provided under this tariff during emergencies when directed by a governmental authority.

3. Rates and Charges**3.1 Rate Regulations**

- | | | |
|-------|--|---------------------------|
| 3.1.1 | The Cable Television Services Distribution Network (CTSDN) rate element includes 45 Service Locations on the Subscriber Network and 18 Service Locations on the Institutions Network. The specified one-time payment provides the appropriate Broadband Distribution Facilities for the 20 year minimum service period. | (C)
:
:
(C) |
| 3.1.2 | The Subsequent Additional of Subscriber Service Locations rate elements provides a means to add new subscriber service locations to an existing CTSDN, provided the construction of new or additional transport facilities is not required. Annual rates and nonrecurring charges are applicable. The minimum service period is the same as the remaining portion of the minimum service period of the associated CTSDN. | (N)
:
:
:
(N) |

BROADBAND DISTRIBUTION FACILITIES

3. Rates and Charges (Cont'd)3.2 Schedule of Rates and Charges

The following rates and charges are applicable for Broadband Distribution Facilities furnished by the Telephone Company.

3.2.1 Warner Cable Communications of Cincinnati

One-Time
Payment

A. Cable Television Service Distribution Network

(T)

45 Service Locations on the Subscriber
Network and 18 Service Locations on the
Institutional Network.

Reference
One-Time
Payment
Regulations
following.

One-Time Payment Regulations

- On September 30, 1990 assuming prior approval of this tariff by the Federal Communications Commission, the customer shall pay \$2,509,434.00.

- The customer may make payment to the Telephone Company prior to the mutually agreed upon service date of September 30, 1990. Such payment will be an amount which will be brought forward to net present value based upon the Telephone Company's authorized rate of return as of the date of the payment.

B. Subsequent Addition of Subscriber Service Locations

(N)

This provides a means for a customer to add new subscriber service locations to an existing Cable Television Service Distribution Network. Subscriber service locations added hereunder require the addition of new coaxial cable to the subscriber premise and may require amplifier equipment. The addition of subscriber service locations which require the construction of new or additional transport facilities may not be furnished hereunder

(N)

BROADBAND DISTRIBUTION FACILITIES

3. Rates and Charges (Cont'd)3.2 Schedule of Rates and Charges (Cont'd)3.2.1 Warner Cable Communications of Cincinnati (Cont'd)

(N)

B. Subsequent Addition of Subscriber Service Locations (Cont'd)

	<u>Annual Rate</u>	<u>Nonrecurring Charge</u>
(i) Per Subscriber Service Location Not Requiring Amplifier Equipment		
- Subscriber Network	\$1,227.00	\$69.58
- Institutional Network	865.00	69.58
(ii) Per Subscriber Service Location Requiring Amplifier Equipment		
- Subscriber Network	2,581.00	69.58
- Institutional Network	1,715.00	69.58

One -Time Payment Regulations

In lieu of the annual rates and nonrecurring charges specified above a customer may make payment for each rate element in a one-time payment to the Telephone Company. The following formula will be used to calculate the one-time payment

$$OTP = AR \cdot \frac{(1+i)^N - 1}{i(1+i)^N} + NRC$$

where: OTP = One time Payment

AR = Annual Rate specified in tariff

i = FCC authorized rate of return (at the time payment is made) for local exchange carriers.

N = Number of years remaining in the associated CTS minimum period, Fractional portions of a year will be calculated on a daily basis and will be expressed as a decimal, rounded to the nearest tenth.

NRC = Nonrecurring charge specified in tariff.

(N)

BROADBAND DISTRIBUTION FACILITIES

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

EXPLANATION OF ABBREVIATIONS

REFERENCE TO OTHER TARIFFS

Wherever reference is made in this tariff to other tariffs of the Telephone Company, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.