

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.2 Limitations

- (A) The customer may not assign or transfer the use of services provided under this tariff except as provided herein. Where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
- (1) another customer, whether an individual, partnership, association, or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 - (2) a court-appointed receiver, trustee, or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation, or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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D. Scott Ringo, Assistant Secretary, Cincinnati Bell Extended Territories LLC

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2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.2 Limitations (Cont'd)

- (B) Services offered herein will be provided to customers on a first-come, first-served basis.

First-come first-served shall be based upon the received time and date stamped by the Company on complete and accurate customer orders which allow the Company to initiate its ordering process. The customer shall not be penalized for any delay in the Company review process beyond 1 working day of receipt. To the extent the order does not allow the Company to initiate the ordering process, the Company will attempt to complete the ordering process verbally with the customer. Once having been advised of the errors and/or omissions, any delay in correction on the part of the customer shall be added to the received time.

2.1.3 Liability

- (A) The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service, and subject to the provisions of (B) through (H) following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.
- (B) The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the for its own act or omission hold liable any other carrier or customer providing a portion of a service.

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2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.3 Limitations (Cont'd)

- (C) The Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- (D) The Company shall be indemnified, defended and held harmless by the end user against any claim, loss, or damage arising from the end user's use of services offered under this tariff, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
 - (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or IC or;
 - (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.
- (E) The Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this tariff, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;

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2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.3 Liability (Cont'd)

(E) (Cont'd)

(2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or IC or;

(3) All other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this tariff.

(F) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

(G) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.

(H) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God, and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.3 following.

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2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Provision of Services

The Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Company's Telephone Exchange Services, will provide to the customer upon reasonable notice services offered in other applicable sections of this tariff at rates and charges specified therein.

2.1.5 Installation and Termination of Services

The Access Services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a customer-designated premises and (B) will be installed by the Company to such Point of Termination. Access Service has only one Point of Termination per customer premises which may differ by types of service, e.g. Switched vs. Special Access. Any additional terminations beyond such Point of Termination, except for embedded inside wire provided by the Company, is the sole responsibility of the customer

2.1.6 Maintenance of Services

The services provided under this tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

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2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110 (b), the Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for wire facilities used to provide other than metallic services and (3) substitution of wire facilities for carrier or derived facilities used to provide other than metallic services, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in 6. and 7. following. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification requirements.

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2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.8 Refusal and Discontinuance of Service

- (A) Unless the provisions of Section 2.2.2 apply, when the customer's account is thirty (30) days past due, and the customer fails to comply with the provisions of Section 2, the Telephone Company may send a written notice to the customer regarding such noncompliance. The Telephone Company will send this delinquency notice via overnight Certified U.S. Mail or other commercial courier to the person the customer has designated to receive such notices of noncompliance. If the customer has not designated a person to whom notices should be sent, the Telephone Company will send the notice to the address where it sends invoices to the customer. The Telephone Company will give the customer fifteen (15) days from the day the Telephone Company mails the notice to comply and bring its applicable account current. If the customer does not bring its applicable account current and into compliance by the end of that 15-day period (when the account is 45-days past due), the Telephone Company may refuse additional applications for service, or may refuse to complete pending orders for service, or both. The Telephone Company may process additional applications for service and/or complete orders during the fifteen (15) days. However, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service and/or to refuse to complete pending orders for the non-complying customer after this 15-day period without further notice to the customer.
- (B) When the account is forty-five (45) days past due, and the customer has not complied and its applicable account is not current, the Telephone Company may send a disconnect notice to the customer. This notice shall give the customer an additional fifteen (15) days from the day the Telephone Company mails the disconnect notice to bring its applicable account current and into compliance. If the customer does not bring its applicable account current and into compliance by the end of this second 15-day period (when the account is 60-days past due), the Telephone Company may discontinue existing services in addition to exercising its rights described above in Part (A). If the Telephone Company does not disconnect the existing services, nothing contained herein shall preclude the Telephone Company's right to disconnect existing services to the non-complying customer without further notice to the customer. Early-termination charges may also apply when services have been disconnected pursuant to this Part.

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2. General Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

(C) When access service is provided by more than company, the Companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Company (Companies) affected by the nonpayment is (are) incapable of effecting discontinuance of service without cooperation from the other joint provider(s) of Switched Access Service, such other Company (Companies) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the Company (Companies) initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Company shall apply for joint service discontinuance.

2.2 Use2.1 Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

2.3 Obligation of the Customer2.3.1 Damages

The customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space with suitable environmental characteristics and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, testing, repairing or removing Company services.

2.3.4 Availability for Testing

The services provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Design of Customer Services

The customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.6 References to the Company

The customer may advise End Users that certain services are provided by the Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Company jointly participates in the customer's services

2.3.7 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits,

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Claims and Demands for Damages (Cont'd)

(B) (Cont'd)

licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims, or demands are based on the tortious conduct of the customer, its officers, agents or employees.

- (C) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company will, in order to safeguard its interests, require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make an advance payment, or make a deposit (prior to or at any time after the provision of a service to the customer) to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such advance payment, or deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such advance payment or deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the remaining amount of the advance payment or deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

A deposit may be refunded or credited the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (B)(3)(b)(I) or in (B)(3)(b)(II), whichever is lower. The calculation will be based on the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account. Advance payments of a customer's account will not receive interest.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services, including, but not limited to, Maintenance of Service as set forth in 13.3.1 following, established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

- (1) For End User Access Service and Presubscription the Telephone Company will establish a bill day each month for each end user account. The bill will cover End User Access Service charges and Presubscribed Interexchange Carrier charges for the ensuing billing period except for End User Access Service for the Federal Government which will be billed in arrears. Any applicable Presubscription Charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription Service will be applied to this bill. Such bills are due when rendered.
- (2) For Service other than End User Access Service and Presubscription the Telephone Company will establish a bill day each month for each customer account. The bill will cover nonusage sensitive

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(3) Amounts not paid within 31 days of invoice will be considered past due. Interest at a rate of 1.5% per month may be applied to any unpaid amount commencing 31 days after the statement date.

4) A check return charge will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the check return charge under appropriate circumstances.

Check Return Charge \$20.00

(C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month. Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as noted otherwise.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period, unless otherwise specified under the terms of an Optional Payment Plan.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.3 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the customer as set forth in 6.3.1 following. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative.

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- (1) For Switched Transport, Voice Grade Entrance Facilities, Voice Grade Direct Trunk Transport, Mercury 45, OC-3, OC-12, OC-49 and OC-192 Services, Shared SONET and Unprotected LAN Advantage Port Service, 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. (T)

The monthly charges used to determine the credit shall be as follows:

- (a) For two-point Special Access services, the monthly charge shall be the total of all the monthly rate element charges associated with the service.*

*(i.e., Channel Terminations, Channel Mileage, optional features and functions, and, when applicable, surcharge for Special Access Service).

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.3 Credit Allowance for Service Interruptions (Cont'd)(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(b) For multipoint Special Access services, the monthly charge shall be the total of all monthly rate element charges associated with that portion of the service* that is inoperative between the Hub and a customer premises.

(c) For multiplexed Special Access services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service*. When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service* from the Hub to a customer premises.

*(i.e., Channel Termination(s), Channel Mileage optional features and functions, and, when applicable, surcharge for Special Access Service).

(d) For multiplexed Switched Transport services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all monthly rate element charges associated with the service.* When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service* from the Hub to an end office.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.3 Credit Allowance for Service Interruptions (Cont'd)(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(2) For Program Audio and Video Special Access Services, no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more as follows:

(a) For two-point services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charge for the service* for each period of 5 minutes or fraction thereof that the interruption continues.

(b) For two-point services, when daily rates are applicable, the credit shall be at the rate of 1/288 of the daily charges for the service* for each period of 5 minutes or fraction thereof that the interruption continues.

(3) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rates. The allowable credit will be computed based upon the billing method which applies to the service being credited. A credit shall be given for one occurrence only during the first month of service

(4) For certain Special Access services (Wideband Data, WD1-3; DA1-4; High Capacity, HC1; OC-3, OC-12, OC-48 and OC-192 Services; and Shared SONET Service) (N) any period during which the error performance is below that specified for the service will be considered as an interruption

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.3 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(5) For Switched Transport Entrance Facilities and Direct Trunked Transport, other than Voice Grade, Mercury 45, OC-3, OC-12, OC-48 and OC-192 Special Access Services and Shared SONENT Service, a credit allowance will be made for each occurrence of a service interruption period of (30) thirty or more consecutive minutes. The credit allowance rate can only be applied once on a per calendar month, per circuit basis. The credit allowance is applied to the customer bill in addition to the existing monthly service rates for Switched Transport Entrance Facilities and Direct Trunked Transport and for MercNet 45 services and Shared SONENT Service. The customer credit allowance is the monthly rate associated with the Switched Transport Entrance Facility and Direct Trunked Transport (fixed and per mile) terminations and mileage (fixed and per mile) charges in Section 6 of this tariff or the Special Access channel termination and mileage (fixed and per mile) charges and the Network Access Connection, Off-Network Access Connection and Service Area Network Access Connection and Service Area Transport charges in Section 7 of this tariff.

The credit allowance for LAN Advantage service is Found in Section 17.2 of this tariff. The credit Allowance for Wavelength service is Found in Section 18.4 of this tariff. (N)
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(N)

(6) The MOU credit will be derived by assuming 9000 MOU per trunk per month. Therefore, the daily credit would be limited to 300 MOU per trunk.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.3 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)

For example, if a DS1 carrying 12 trunks is out-of-service for 4 hours, the down-time is equal to 240 minutes. The customer would be credited for 240 MOU per working trunk. The 240 is less than the 300 MOU daily limit; therefore:

240	minutes out-of-service
X 300	trunks
72,000	MOU credit multiplied by
	tandem switching rate, and
	the tandem transmission fixed
	per MOU rate and the per mile
	per MOU rate.

If a DS3 carrying 300 trunks is out-of-service for 8 hours, the credit would be determined as follows:

8 hours X 60 minutes = 480 (total minutes out-of-service for one trunk). The daily MOU credit is limited to 300 per day. Since the out-of-service time exceeds the maximum daily credit, the customer will receive the maximum credit of 300 MOU multiplied by the number of working trunks.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.3 Credit Allowance for Service Interruptions (Cont'd)(C) When A Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (6) Periods of interruption as set forth in 13.3.1 following.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.3 Credit Allowance for Service Interruptions (Cont'd)(D) Use of an Alternative Service Provided by the Company

Should the customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2.4.4 Title or Ownership Rights

The payment of rates and charges by customers for the service offered under the provisions of this tariff does not assign, confer, or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform five or seven digit code assigned by the Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX and 950-XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating end user's call is delivered by the Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

Access Tandem Trunk Port

The Access Tandem Trunk Port is a port for each dedicated trunk on the serving Wire Center side of the access tandem.

Aggregator

The term "Aggregator" denotes any person that, in the ordinary course of operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services as defined under Part 64.708(b) of the FCC Rules and Regulations. Further included in this definition are universities, hospitals, hotels, and other entities which provide services to the general public for users of its premises for interstate calls.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Asynchronous Transfer Mode

(N)

Asynchronous Transfer Mode means a high-speed, cell-based, connection-oriented, packet transmission protocol for handling data with varying bursts and bit rates.

(N)

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Automatic Number Identification (ANI)

The term "Automatic Number Identification (ANI)" denotes the provision of automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling station. Also see "Flexible Automatic Number Identification".

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Cable Vault

A space designated by the Company which serves as the cable entrance to the Serving Wire Center.

Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Call Gapping

The term "Call Gapping" denotes the routing of originating calls to all transmission paths in a trunk group at a prescribed rate of flow, e.g., one call every five seconds, in order to limit (choke) the completion of such traffic. Calls which are denied access, i.e., the choked calls, would be routed to a no-circuit announcement.

Carrier or Common Carrier

See Interexchange Carrier.

Carrier Identification Parameter

A feature allowing the CCS/SS7 call setup protocol to carry the Carrier Identification Code (CIC) through interconnected networks.

Central Office

The term "Central Office" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Centralized Automatic Reporting on Trunks Testing

The term "Centralized Automatic Reporting on Trunks Testing" denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format errors and remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Committed Information Rate (CIR)

The user's throughput that the network commits to support under normal network conditions. This is measured in bits per second.

Committed Burst Size (CBS)

The maximum amount of user data that the network agrees to transfer, under normal conditions, during one second. This is equal to the special access circuit interface speed.

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Common Channel Signaling Access Capability

The term "Common Channel Signaling Access Capability" (CCSAC) denotes option which allows customers access to the CCS signaling network to transmit/receive signals for call set-up out of band. The Signaling links established between the signaling point of interconnection and the signaling transfer points and the Signaling Transfer Point Port Terminations are requirements of the capability.

Common Channel Signaling Access Capability Signaling Link

The "Common Channel Signaling Access Capability (CCSAC) Signaling Link" provides a 56 kbps Facility dedicated to a single customer which originates at the customer's signaling point of interface in a LATA and terminates at the Company's Signaling Transfer Point (STP). This facility connects the customer to the STP and is a requirement with the CCSAC option.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the regulations of the general and/or local exchange service tariffs for a residence Class of Service. A common line-business is a line provided under the regulations of the general and/or local exchange service tariffs for a nonresidence Class of Service. For purposes of this tariff, any reference to "business" is considered to reference "nonresidence".

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment.

Conventional Signaling

The inter-machine signaling system which has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office to the switching machine which will terminate the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing, ten-digit ANI, ANI information digits, or acknowledgement wink are included in this signaling sequence.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including, but not limited to, Interexchange Carriers (ICs), End Users, and Enhanced Service Providers (ESPs).

Data Base Query

The term "Data Base Query" denotes a Signaling System 7 (SS7) message launched from a Service Switching Point (SSP) requesting processing instructions or service data contained in a centralized data base.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Decibel Reference Noise C-Message Referenced to 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Demarcation Point

(N)

Demarcation Point means the point of physical separation of CBT's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for LAN Advantage service presented by CBT to Customer.

(N)

Design and Construction Work

All work by the Company, including but not limited to, space design and preparation, the rearrangement of existing facilities, design and placement of required support structure or any other activity required to accommodate the installation of an Interconnector's facilities in the Company's space(s) covered under this tariff. Similar work required or requested by Interconnector after initial installation solely because of the existence of the Interconnector's facilities shall be referred to as "Additional Design and Construction", and shall be at Interconnector's expense.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Company.

Direct - Trunked Transport Facility

The term "Direct-Trunked Transport Facility" denotes a Switched Transport facility between a customer's premises serving wire center and an end office or between a customer's serving wire center and an access tandem that provides a customer with dedicated switched access transport.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

ACCESS SERVICE

2. General Regulations (Cont'd)2.65 Definitions (Cont'd)Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of termination without regard to the send and receive Transmission Level Point.

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the two wire interface combines the transmission path into a single path.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)800 Access Service

800 Access Service denotes a service which provides 10-digit screening as an originating switched access service. This 10-digit screening determines the Interexchange Carrier to which a call is routed.

End Office Switch

The term "End Office Switch" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

End User

The term "End User" denotes any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a Company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

End User Port Charge

The End Use Port charge applies to ISDN lines only.

Entrance Facility

The term "Entrance Facility" denotes a Switched Transport dedicated facility between a customer premises and a customer's premises serving wire center that provides a customer with switched access transport between the customer's premises and its serving wire center.

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase shift versus frequency of a channel.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Equal Level Echo Path Loss

The term "Equal Level Echo Path Loss" (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). [ELEPL = EPL - TLP (send) + TLP (receive)]

Ethernet LAN

Ethernet LAN means a type of LAN whereby a workstation on the LAN, prior to sending a message to another workstation on the LAN, "listens" to determine if any other workstation is sending a message. If the first workstation "hears" no other messages being sent, it is permitted to send a message. If two or more workstations begin sending messages simultaneously, then each workstation ceases sending the message and a pre-set amount of time must elapse before either workstation may attempt to send again. Ethernet LAN meets IEEE standards 802.3 and 802.3u and operates at a variety of speeds.

(N)

(N)

Excess Burst Size (EBS)

The maximum amount of uncommitted data exceeding the CBS that the network will attempt to deliver during one second.

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Exit Message

The term "Exit Message" denotes a SS7 message sent to an end office by the Company's tandem switch to mark the Carrier Connect Time when the Company's tandem switch sends an Initial Address Message to an Interexchange customer.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

First Point of Switching

The term "First Point of Switching" denotes the first Company location at which switching occurs on the terminating path of a call proceeding from the customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer premises.

Flexible Automatic Number Identification (Flex ANI)

The term "Flexible Automatic Number Identification" denotes the provision of additional values for the information indicator digits available with the Automatic Number Identification feature on originating calls. The additional information digits are used to identify the class or type of service from which the call originated.

Frame

The term "Frame" denotes a group of data bits in a specific format, which enables network equipment to recognize the meaning and purpose of the specific bits. (D)

Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this tariff, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

Host Computer

The term "Host Computer" denotes one or more processor(s) and its (their) associated software and peripheral equipment which together form an intelligent processor or device connected to a network that satisfies the needs of remote users connected to such processor or device.

ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Host Office

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Hundred Call Seconds

A standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve Notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4-wire portion of the transmission path, including the hybrid, are not included in the specification.

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of noise on a channel over a specified threshold level. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provision of this tariff are developed based on the circumstances in each case.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Initial Address Message

The term "Initial Address Message" denotes a SS7 message sent in the forward direction to initiate trunk set up with the busying of an outgoing trunk which carries the information about that trunk along with other information relating to the routing and handling of the call to the next switch.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the power at the originating end and the power reaching the terminating end through the inserted connection.

Interconnection Charge

The Interconnection Charge recovers the costs associated with Switched Transport that are not recovered by the Entrance Facilities, Direct-Trunked Transport, Tandem-Switched Transport, Multiplexing, or CCSAC rates. The Interconnection Charge applies to all access minutes of use (i.e., both Tandem-Switched and Direct Trunked).

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denote any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communications by wire or radio, between two or more exchanges.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the non-linearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Letter of Authorization (LOA)

The term "Letter of Authorization" (LOA) denotes the signed authorization form from a customer designating the primary IC (PIC) for interLATA access.

Line-Side Connection

The term "Line-Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

Local Access and Transport Area

The term "Local Access and Transport Area" denotes a geographic area established for the purpose of defining the area within which the Company will offer its telecommunications services

Local Switching Dedicated Trunk Port

The Local Switching Dedicated Trunk Port provides for termination of a dedicated trunk in the end office port.

Local Switching Common Trunk Port

The Local Switching Shared Trunk Port provides for the use of the shared end office trunk ports for terminating of common transport trunks for tandem switched traffic.

Local Tandem Switch

The term "Local Tandem Switch" denotes a local Telephone Company switching unit by which local or access telephonic communications are switched to and from an End Office Switch.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Loop Around Test Line

The term "Loop Around Test Line" denotes an arrangement utilizing a Company central office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of separate telephone numbers and does not require any specific customer premises equipment. Equipment subject to this test arrangement is at the discretion of the customer.

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

Major Fraction Thereof

The term "Major Fraction Thereof" is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty six hours and fifteen minutes, the customer would be given a credit allowance for two twenty-four hour periods for a total of forty eight hours.

Manhole

An underground enclosure where the feeder route conduit system terminates and which provides ready access to the Conduit Space.

Metropolitan Area Network (MAN)

(N)

Metropolitan Area Network (MAN) means a network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region.

Native Mode

"Native Mode" of a LAN means the operating speed of the communication on the originating or terminating LAN.

LAN Advantage

"LAN Advantage" means the engineering, configuration, installation, maintenance and repair services provided by CBT to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.

(N)

(M)

(M)

Material formerly found on this page is now found on page 50

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ACCESS SERVICE

- 2. General Regulations (Cont'd)
- 2.5 Definitions (Cont'd)

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and, coin return tones) to control the operation of the telecommunications system. (M)

Network Management Control

The term "Network Management Control" denotes the type of control that the Company may need to implement when a substantial number of calls are expected during a short period of time.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active state of a Switched Access or a Telephone Exchange Service line.

On-hook

The term "On-hook" denotes the idle state of a Switched Access or a Telephone Exchange Service line.

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides termination of a trunk or line by means of an inductor of several Henries. The impedance is so high as to be virtually an open circuit to alternating current at the frequencies used in voice communications.

Originating Direction

The term "Originating Direction" denotes the use of Access Service for the origination of calls from an end users premises to an IC premises.

Overlap Outpulsing

The feature of the equal access signaling system which permits initiation of pulsing to the customer's premises before the calling subscriber has completed dialing an originating call.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Peaked Service

The term "Peaked Service" denotes a service that will produce a substantial call volume during a short period of time, e.g., media stimulated events, that may cause excessive network congestion.

Periodic Inspection

Work activities performed by the Company at irregular intervals to determine that the Interconnector's Facilities are authorized and are installed and maintained in conformance with the Company's required standards. The Company will notify the Interconnector by phone, with confirmation in writing, five (5) business days in advance of such inspections and the Interconnector shall have the right to be present at the time of inspection.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends.

Power, D.C.

Nominal 48-volt power derived from the Company's rectifier and battery DC plant voltage with generator backup. D.C. Power can vary between 54.00 volts (high voltage shutdown) and 44.64 volts (5E shutdown). Normal plant float voltage is 52.08 volts.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Premises

The term "Premises" denotes a building or a portion of a building in a multi-tenant building, or buildings on continuous property (except railroad right-of-way, etc.) not separated by a public highway.

Primary IC (PIC)

The term "Primary IC" (PIC) denotes a customer designated Interexchange Carrier (IC). The PIC is designated by the customer on a signed Letter of Authorization (LOA) or verbally through the Business Service Center. The PIC allows a customer to access interLATA calls without dialing an access code.

Prime Service Vendor

The term "Prime Service Vendor" denotes the status of the Telephone Company when contracting directly with the user of TSP service.

Protected Ports

"Protected Ports" provides customers with a primary and secondary port in both the central office and at the customer's location, which enables traffic to recover to a secondary route automatically in the event of a primary route failure, therefore protecting all of the customer's data.

(N)
|
(N)

Remote Switching Modules and/or Remote Switching Systems

The term "Remote Switching Modules and/or Remote Switching Systems" denotes remotely controlled electronic end office switches which obtain their call processing capability from an ESS-type Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to a customer.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the greater the similarity.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Service Switching Point

The term "Service Switching Point" (SSP) denotes a switch in the Company's Common Channel Signaling (CCS) network equipped with the functionality to interact with a data base using Signaling System 7 (SS7) messages to obtain call routing information.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the customer designated premises would normally obtain dial tone from the Company.

Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides termination of a trunk or line by means of a capacitor of at least four microfarads. The impedance is so low as to be virtually a short circuit to alternating current at the frequencies used in voice communications.

Signal-to-C Notched Noise Ratio

The term "Signal-to-C Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise, i.e., the level in dB by which the signal exceeds the noise.

Signaling Transfer Point

The term "Signaling Transfer Point" denotes a specialized switch which provides CCS network access and performs SS7 message screening, routing, and/or transferring of such signaling information through the common channel signaling network.

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D. Scott Ringo, Assistant Secretary, Cincinnati Bell Extended Territories LLC

ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Definitions (Cont'd)Signaling Transfer Point Port Termination

The "Signaling Transfer Point Port Termination" provides a customer dedicated point of interface at the Company's STP for each of the customer's CCSAC Signaling Links.

Signaling Point of Interconnection

The term "Signaling Point of Interconnection" denotes the customer designated location where SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7

The term "Signaling System 7" denotes common channel out of band signaling using the SS7 protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Singing Return Loss

The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

Subcontractor

The term "Subcontractor" denotes the status of the Company when contracting directly with a Prime Service Vendor to provide TSP to a service user.

Switching Systems

The term "Switching System" denotes the hardware and/or software utilized by the Company for the establishment and maintenance of a given central office.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.5 DefinitionsSynchronous Optical Network (SONET)

A set of international standards for fiber optic-based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing approach based on the application of Synchronous Transport Signals (STS).

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Synchronous Transport Signal (STS-1)- a 51.84 Mbps signal within a SONET optical carrier signal. The STS-1 signal consists of overhead and synchronous payload envelope (SPE). The overhead part of the signal is used for controlling, framing and maintaining the signal. The SPE is used to transport the customer's data.

Tandem-Switched Transmission Charge

The Tandem-Switched Transmission charge is a mileage sensitive, per minute of use rate which applies to the transmission of the customer's traffic from the customer's serving wire center, through the Company's Access Tandem, to the customer designated Company end office(s), or from the Access Tandem to the end office(s).

Tandem-Switching Charge

The Tandem-Switching charge is a per minute of use rate element which applies to the switching used to move a customer's traffic through the Access Tandem to the Company's end office(s).

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from a customer premises to an end user premises.

ACCESS SERVICE

2. General Regulations (Cont'd)2.5 DefinitionsTransmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Access Limitation

The term "Trunk Access Limitation" denotes the routing of originating calls to a specified number of transmission paths in a trunk group in order to limit (choke) the completion of such traffic. Calls which could not be completed over the subset of transmission paths in the trunk group, i.e., the choked calls, would be routed to reorder tone.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk-Side Connection

The term "Trunk-Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-way entity (e.g., a central office switch).

Unauthorized PIC Change

The term "Unauthorized PIC Change" denotes a customer whose selected PIC was changed and the IC is unable to produce the signed Letter of Authorization (LOA) or other form of valid authorization to the Company for the resolution of the PIC dispute.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Virtual LAN (VLAN)

The term Virtual LAN (VLAN) denotes a static logical connection used for point-to-multipoint, and multipoint-to-multipoint. VLANs support long-term ongoing connections between data terminal equipment. Permanent logical paths are assigned exclusively to each VLAN in the network.

VLAN Tagging

The Term VLAN tagging denotes a way to label different traffic types so they may be differentiated from one another. VLAN Tagging can allow for different service levels for different traffic types.

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3. Reserved

4. Reserved

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