22. Cincinnati Bell Ethernet Service Silver (N)

22.1 Service Description

Cincinnati Bell Ethernet Service Silver (CBES Silver)is a port based, point-to-point Ethernet service that allows customers to either aggregate multiple Operator Virtual Connections (OVCs) or Ethernet Virtual Connections (EVCs) onto a single ENNI, or to transparently connect two sites with a single OVC/EVC. These services are more completely described in MEF Technical Specifications 33 (Access EPL) and 6.2 (EPL).

22.2 Service Provisioning

CBT will provide CBES Silver with the following Committed Information Rates (CIRs): 1.5 Mbps, 3 Mbps, 4.5 Mbps, 5 Mbps, 6 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, 500 Mbps, 600 Mbps, 700 Mbps, 800 Mbps, 900 Mbps, and 1 Gbps.

UNI interfaces are available IEEE Ethernet Specifications of 10 Mbps, 100 Mbps and 1 Gbps. Any available increment of CIR can be ordered to any capacity UNI, as long as the CIR is less than or equal to the capacity of the UNI.

ENNI interfaces as described in MEF 33 are available at 1Gbps and 10Gbps IEEE specifications.

CBES Silver will be available 24 hours per day, 7 days per week except as required to update, enhance, maintain and/or repair CBES Silver service. CBT reserves the right to perform these tasks, as needed, during off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m.

At the request of Customer CBT will provision a CBES Silver with the specified CIR between a single UNI and a specified ENNI. The aggregated volume of CIR originating from individual UNIs may not exceed the VC specification of the ENNI. The ENNI may not be oversubscribed. (N)

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22.2 Service Provisioning (Cont)

CBT will use its best efforts to repair any inoperable CBES Silver VC within 4 hours after Customer has notified CBT that such VC is inoperable. If such VC remains inoperable for more than 8 hours after Customer has notified CBT that such VC is inoperable, CBT will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such VC. The same credit will apply for each additional 8-hour period that the VC remains inoperable. The total amount of all credits for any one inoperable VC will not exceed the monthly VC charge for such inoperable VC. The credit referred to herein shall be CBT's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable VC.

Without the prior written consent of CBT, Customer will not access, or attempt to access, any equipment or facilities furnished by CBT in connection with this Tariff. Customer will indemnify and hold harmless CBT, its officers, directors, employees and agents, from and against any loss or expense, of whatever nature, arising out of any unauthorized access to any equipment or facilities furnished by CBT in connection with this Tariff.

All equipment and facilities used by CBT in providing CBES Silver hereunder will remain the sole property of CBT, whether or Not attached to or embedded in reality, unless otherwise agreed to in writing by the parties with respect to specific equipment.

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

22.3 Service Measurements

The following service measurements apply to CBES Silver:

Latency Round Trip	Less than 20 ms RTT
Jitter	Less than 10 ms RTT
Data Delivery Ratio	Greater than 99.99%
Availability	Greater than 99.99%

(N)

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22.4 Obligations of the Customer

CBT will not be responsible for damages, malfunctions or failures caused by (a) Customer's failure to follow any operation or maintenance instructions provided by CBT to Customer; (b) Customer's repair, modification to or relocation of equipment used to provide service hereunder, or attachment of equipment not approved by CBT; and (c) abuse, misuse or negligent acts of Customer. Customer may request CBT to perform repair service for Customer in such instances on a time-and-materials basis.

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

Customer shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with CBES Silver and conform to the Technical Reference Specifications furnished by CBT to Customer in connection with this Tariff.

Customer will cause its electrical signals at the Demarcation Point to conform to the applicable. Any additional equipment or facilities necessary to comply with such standards shall be furnished by Customer at its expense.

Prior to requesting repair service from CBT, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with CBES Silver is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of CBES Silver reasonably requested by CBT. (N)

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22.5 Rate Regulations

The rates and charges set forth for CBES Silver provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply.

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

Customer shall pay CBT for CBES Silver at the applicable monthly rate for the type of CBES Silver, selected by the Customer, as indicated in Section 22.7. In addition, Customer shall pay to CBT the applicable per VC nonrecurring charge set forth in Section 26.7.

If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to CBES Silver prior to completion thereof, Customer will reimburse CBT for the actual expenses incurred by CBT in connection with such modification prior to CBT's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

CBES Silver is available for a minimum term of 12 months or under a term payment plan of 24, 36, 48 or 60 months. If a Customer terminates a service, without cause, prior to the expiration of the term, the Customer will pay to CBT a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable 12, 24, 36, 48 or 60-month term payment plan.

If Customer removes one or more physical interfaces from service prior to the expiration of the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such VC(s) for which Customer would have been responsible had Customer not removed such physical interfaces. (N)

22. Cincinnati Bell Ethernet Service Silver (N)

22.5 Rate Regulations (Con't)

Upon completion of the term payment plan contract the customer may renew their contract at the current, tariffed rates. If customer does not renew their contract prior to the expiration date and does not elect to discontinue CBES Silver, CBT will furnish CBES Silver to the Customer as specified in the contract on a month-to-month basis at the current, monthly tariffed rates (which will be subject to company initiated rate changes).

If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of VCs in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan.

Within like service types, customer may upgrade to a higher speed service or downgrade to a lower speed service on a VC for VC basis without incurring termination charges. (N)

22. Cincinnati Bell Ethernet Service Silver (N)

22.5 Rate Regulations (Con't)

Customer may move the location of its CBES Silver to a location where sufficient central office capacity and outside plant facilities are available and retain the current monthly rates, but initial nonrecurring charges will be reapplied. The termination charges specified in Section 7.3.9 are applicable if the Customer terminates because of a move to a location where sufficient central office capacity or outside plant facilities are not available.

Customer has the option of purchasing route Diversity. There are 4 types:

- Diverse Route - Same Central Office. Single entrance to the Customer premise.

- Diverse Entrances - Same Central Office. Separate entrances to the Customer premise.

- Diverse Central Office - Single entrance to the Customer premise.

- Diverse Central Office - Separate entrances to the Customer premise.

Special Construction charges may apply.

By default, Cincinnati Bell's CBES Silver is an unprotected service, particularly as it relates to the last mile of access.

22.6 Expedite Charge

When placing an Access Order for service(s) for which standard intervals exist, a customer may request a service date that is prior to the standard interval service date.

The customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If the Telephone Company agrees to provide service on an expedited basis, subject to limitations of personnel and material, an Expedited Order Charge will apply.

	USOC	Rate	
Expedite, per Order	CX4JX	$ 1,270.00	(N)

22. Cincinnati Bell Ethernet Service Silver (N)

22.7 Rates and Charges

Type of Service	Nonrec Charge	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	USOC
		Monthly Rates						
Physical Interface /Circuit								
10 Mbps	N/A	50.00	50.00	50.00	50.00	50.00	50.00	LVZGM
100 Mbps	N/A	100.00	100.00	100.00	100.00	100.00	100.00	LVZGN
1 Gbps	N/A	200.00	200.00	200.00	200.00	200.00	200.00	LVZGP
10 Gbps	N/A	400.00	400.00	400.00	400.00	400.00	400.00	LVZGQ

Type of Service	Nonrec Charge	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	USOC
		Monthly Rates						
Committed Information Rate								
1.5 Mbps Per VC	1000.00	225.00	200.00	175.00	150.00	135.00	125.00	LVZG1
3 Mbps Per VC	1000.00	275.00	250.00	225.00	200.00	185.00	175.00	LVZG3
4.5 Mbps Per VC	1000.00	325.00	300.00	275.00	250.00	240.00	200.00	LVZG4
5 Mbps Per VC	1000.00	350.00	330.00	305.00	280.00	265.00	250.00	LVZG5
6 Mbps Per VC	1000.00	370.00	345.00	320.00	295.00	280.00	265.00	LVZG6
10 Mbps Per VC	1000.00	460.00	435.00	410.00	385.00	370.00	353.00	LVZGA
20 Mbps Per VC	1000.00	500.00	475.00	450.00	425.00	410.00	390.00	LVZGB
50 Mbps Per VC	1000.00	595.00	570.00	545.00	520.00	495.00	475.00	LVZGC
100 Mbps Per VC	1000.00	715.00	690.00	665.00	640.00	615.00	590.00	LVZGD
200 Mbps Per OVC	1100.00	725.00	700.00	675.00	650.00	630.00	605.00	LVZGE
300 Mbps Per VC	1150.00	835.00	815.00	790.00	765.00	745.00	725.00	LVZGF

(N)

Note 1: Nonrecurring charge applies when a VC is installed subsequent to a physical interface installation.

22. Cincinnati Bell Ethernet Service Silver (N)

22.7 Rates and Charges

Type of Service	Nonrec Charge	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	USOC
		Monthly Rates						
400 Mbps Per VC	1200.00	1000.00	950.00	925.00	900.00	875.00	850.00	LVZGG
500 Mbps Per VC	1250.00	1075.00	1050.00	1025.00	1000.00	975.00	950.00	LVZGH
600 Mbps Per VC	1300.00	1130.00	1105.00	1080.00	1055.00	1030.00	1005.00	LVZGJ
700 Mbps Per VC	1350.00	1185.00	1160.00	1135.00	1110.00	1085.00	1060.00	LVZG7
800 Mbps Per VC	1400.00	1235.00	1215.00	1190.00	1165.00	1140.00	1115.00	LVZG8
900 Mbps Per VC	1450.00	1255.00	1230.00	1205.00	1180.00	1155.00	1140.00	LVZG9
1 Gbps Per VC	1500.00	1300.00	1275.00	1250.00	1225.00	1205.00	1180.00	LVZGK
Optional Features								
Diverse Route Same Central Office *	NA	50.00	50.00	50.00	50.00	50.00	50.00	DIVSE
Diverse Entrances Same Central Offices	NA	75.00	75.00	75.00	75.00	75.00	75.00	DIVSA
Diverse Central Office Single Entrance*	NA	100.00	100.00	100.00	100.00	100.00	100.00	DCOSE
Diverse Central Office Separate Entrances*	NA	125.00	125.00	125.00	125.00	125.00	125.00	DCOSA

* Special construction charges may apply (N)