

GENERAL EXCHANGE TARIFF  
PSCK NO. 3

CINCINNATI BELL TELEPHONE COMPANY

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BROADBAND CONNECT SERVICE

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BROADBAND CONNECT SERVICE

A. GENERAL

1. This Broadband Connect service provides for the intrastate, intraLATA digital transmission of a NTSC (National Television System Committee USA) color video and stereo audio signal from a customer location to a video switch port where it can be connected to other customer specified locations.
2. This Broadband Connect service gives customers the capability to transport large amounts of data, including two-way, interactive, full motion video, on a point to point or multi point basis via dedicated 45 Mbps digital transmission facilities. The service can accommodate up to eight remote sites in a two-way interactive session. Different interactive sessions may run simultaneously. Interactive sessions are reservation-based scheduled by the customer.
3. This Broadband Connect service allows the customer to initiate and terminate switched transmission without CBT participation.
4. The technical specifications for this service are delineated in "Cincinnati Bell Telephone Broadband Connect Service Interface Specifications".
5. This Broadband Connect service will be offered to the Educational Institutions and the General Sectors (Business Customers). The Educational Institutions are limited to those institutions which are chartered by the State Board of Education pursuant to Kentucky Revised Code, as well as, two year and four year colleges and universities accredited by the State Board of Regents.

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BROADBAND CONNECT SERVICE

B. DEFINITION OF TERMS

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1. Codec

The term "Codec" denotes a device which produces a coded output from an analog input, and vice versa.

2. Demarcation Point

The term "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 Broadband Connect service presented by CBT to Customer.

3. Switch

The term "Switch" denotes a software defined switch.

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C. REGULATIONS

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1. Regulations in this section are applicable to Broadband Connect service and are in addition to regulations in other sections of this tariff.
2. If a major outage to CBT's network occurs, including Broadband Connect service, CBT will use reasonable efforts to restore Broadband Connect service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.
3. Provision of Broadband Connect service, or provision of any specific element associated with this tariff, is subject to the availability and operational limitations of the equipment and associated facilities.
4. No credit allowance will be made for interruptions due to the negligence and/or failure of equipment provided by the customer or user. Furthermore, interruptions of service during any period in which CBT is not afforded access to the premises at which this service is terminated will not receive a credit allowance.
5. Broadband Connect service is available for a minimum term of 12 months.
6. The Customer may have the option of a "Prepayment Plan" based on the monthly recurring rate per location for periods of 12, 36, or 60 months. Such prepayment 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. The prepayment of charges in no way constitutes a purchase of CBT equipment and facilities and CBT retains all ownership of all equipment and facilities covered by prepayment.

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C. REGULATIONS (Continued)

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7. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Broadband Connect service prior to completion thereof, Customer will reimburse CBT for the actual expenses incurred by CBT in connection with such modification 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.
8. At locations where Customer provides power to CBT, CBT is not responsible for out of service conditions caused by power outages.
9. CBT can apply special construction charges in accordance with the regulations set forth in the Company's Access Service Tariff PSCK NO. 2.
10. Customers requesting the termination of the Broadband Connect Service prior to the end of their chosen Payment Plan contract will be liable for a termination charge. The termination charge will be calculated as follows:

- a. If the Broadband Connect Service is terminated in the first 12 months of service, the termination charge is the difference between 12 months at the month to month rate, and the recurring charges paid until the service was terminated.

Term. Charge = [12 x month to month rate] - recurring charges paid to date

- b. If the Broadband Connect Service is terminated after 12 months of service, but before the end of the customer's Payment Plan contract, the termination charge is equal to the difference between the customer's Payment Plan rate and the current month to month rate times the number of months of the contract that was fulfilled.

Term. Charge = [Current month to month rate - Payment Plan rate] X  
number of months in service under contract.

Commission approval of the termination liability for Broadband Connect contracts or arrangements is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

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BROADBAND CONNECT SERVICE

D. RATES AND CHARGES

<u>Type of Service</u>	<u>Monthly Rate</u>
Broadband Connect fixed rate (per location)	\$ 2,250.00

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