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FILE



**Cincinnati Bell**<sup>SM</sup>

a *Broadwing* company

201 E. Fourth St.  
P.O. Box 2301  
Cincinnati, Ohio 45201-2301

November 12, 2004

PUCO

2004 NOV 15 AM 11:35

RECEIVED-DOCKETING DIV

Ms. Renee Jenkins  
Docketing Division Chief  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215-3793

RE: Case No. 04-1705-TP-ZTA

Dear Ms. Jenkins:

Enclosed for filing are an original and 10 copies of Cincinnati Bell Telephone Company's (CBT's) tariff application that is being made to **revise the Out of Territory Services Tariff PUCO No. 1**. With this application CBT is making several changes to the **LAN Advantage tariff**. A description of these changes can be found in Exhibit C.

Included with this filing are the superseded tariff pages marked as Exhibit A and the new tariff pages marked as Exhibit B. This application has been assigned Case No. 04-1705-TP-ZTA.

Please date-stamp and return the enclosed duplicate of this transmittal to acknowledge its receipt. Any questions regarding this transmittal can be directed to me on 513-397-1296.

Sincerely,

Kathy Reid  
Regulatory Specialist

Attachment

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business  
Technician And Date Processed 11/15/04

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM**

(Effective: 10/01/2004)  
(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

FILE  
RECEIVED-DOCKETING DIV  
2004 NOV 15 AM 11:35  
PUCO

In the Matter of the Application of Cincinnati Bell Telephone

Company to make revisions to the LAN Advantage Service ) Case No. 04-1705-TP-ZTA  
Section of the Out of Territory Tariff. )

Name of Registrant(s) Cincinnati Bell Telephone

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 201 E. Fourth Street, Cincinnati, Ohio 45201-2301

Company Web Address www.cincinnati-bell.com

Regulatory Contact Person(s) Kathy Reid Phone (513)397-1296 Fax (513)723-9815

Regulatory Contact Person's Email Address Kathy.reid@cinbell.com

Contact Person for Annual Report D. Scott Ringo Phone (513)397-1354

Consumer Contact Information Tom McCloud Phone (513)397-1313

Date November 12, 2004 TRF Docket No. \_\_\_\_\_ - CT-TRF or 90-5013 - TP-TRF

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☐ CTS (IXC) ☒ ILEC ☐ CLEC ☐ CMRS ☐ AOS

☐ Other (explain) \_\_\_\_\_

**NOTE:** This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. **It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.**

**I. Please indicate the reason for submitting this form (check one)**

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
  - ☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No.15 on this page.
  - ☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) \_\_\_\_\_
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)  
*NOTE: see item 25 (CTR) on page two of this form for all other contract filings.*
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
  - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
    - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
    - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
    - ☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
    - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
    - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
    - ☐ vi. Grandfather service (30-day approval, 10 copies)
    - ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
    - ☐ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
  - ☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
  - ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
  - ☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
  - ☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
  - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☒ 18 (ZTA) Tariff Notification Involving only Tier 2 Services  
*NOTE: Notifications do not require or imply Commission Approval.*
  - ☐ a. New End User Service (0-day notice, 10 copies)
  - ☒ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)

- x c. Withdrawal of service (0-day notice, 10 copies)  
☐ 19 Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

**THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)**

- ☐ 20 Introduction or Extension of Promotional Offering  
☐ 21 New Price List Rate for Existing Service  
     ☐ a. Tier 1                      ☐ b. Tier 2  
☐ 22 Designation of Registrant's Process Agent(s)  
☐ 23 Update to Registrant's Maps  
☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.  
     ☐ Paper Tariff      ☐ Electronic Tariff. If electronic, provide the tariff's web address: \_\_\_\_\_

**THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)**

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)  
     CTR Docket No. 04 - 1064 - TP - CTR (Use same CTR number throughout calendar year)

**II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:**

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input checked="" type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input checked="" type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input checked="" type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input checked="" type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases <b>must</b> be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: <a href="http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357">http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357</a> ).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant.  <b>If Mirroring Large ILEC</b> exchanges for both serving area and local calling areas: • <b>Serving area</b> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <b>Local calling areas</b> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.  <b>If Self-defining</b> serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <b>Serving Area</b> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <b>Local Calling Areas</b> must be described in the tariff through textual delineation and clear maps. Maps for self-defined <b>serving and local calling areas</b> are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:**

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:**

- ☒ 1+ IntraLATA Presubscription

**SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):**

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

- IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Tom McCloud, Regulator Specialist, (513)397-1312

- V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

*NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.*

- VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

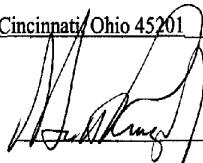
#### AFFIDAVIT

##### *Compliance with Commission Rules and Service Standards*

I am an officer of the applicant corporation, Cincinnati Bell Telephone Company, and am authorized to make this statement  
(Name of Company)  
on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 12, 2004 at 201 E. Fourth Street, Cincinnati, Ohio 45201  
(Date) (Location)



Assistant Secretary November 12, 2004

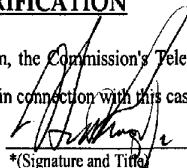
\*(Signature and Title)

(Date)

**\* This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.**

#### VERIFICATION

I, D. Scott Ringo Jr. verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.



Assistant Secretary November 12, 2004

\*(Signature and Title)

(Date)

**\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.**

**EXHIBIT A – SUPERSEDED TARIFF SHEETS**

## LOCAL EXCHANGE SERVICE

### SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

#### 5.19 LAN Advantage® Native Mode LAN Interconnection

Available in the Cincinnati Service Rate Area.

Not available in the Dayton Service Rate Area.

##### 5.19.1 Service Description

LAN Advantage® Service is an end-to-end high-speed data transport service which customers use for LAN interconnection and/or high-speed Internet access. LAN Advantage utilizes Cincinnati Bell Telephone's (CBT) asynchronous transfer mode (ATM) network.

##### 5.19.2 Definitions Of Terms

1. Asynchronous Transfer Mode means a high-speed, cell-based, connection-oriented, packet transmission protocol for handling data with varying bursts and bit rates.
2. Demarcation Point is the point of physical separation of CBT's network, and associated responsibilities, from the customer's network and associated responsibilities. The location of the demarcation point is the physical interface for LAN Advantage® Service presented by the Company to the customer.
3. Emulated LANs (ELANs) are a software-defined association of network elements through which a connectionless network topology is emulated over a connection-oriented network topology. ELANs are defined in the ATM Forum's LAN Emulation (LANE) 1.0 specification.
4. 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 Institute of Electrical and Electronic Engineers (IEEE) Standards 802.3 and 802.3u and operates at speeds of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps 10 Mbps, 100 Mbps and 1000 Mbps (Gigabit). (N)
5. LAN Advantage® means the engineering, configuration, installation, maintenance, and repair services necessary to interconnect multiple LANs to form a MAN for data transmission, provided by the Company to the customer.
6. Local Area Network (LAN) is a network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.
7. Metropolitan Area Network (MAN) is 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.
8. Native Mode of a LAN is the operating speed of the communication on the originating or terminating LAN.

ISSUE DATE: February 10, 2003

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone

EFFECTIVE DATE: March 13, 2003

In accordance with Finding and Order in 03-694-TP-ATA issued by the Public Utilities Commission of Ohio, dated March 12, 2003 and Case No. 90-5013-TP-TRF

LOCAL EXCHANGE SERVICE

SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

5.19.2 Definitions Of Terms (Continued)

9. Permanent Virtual Circuit (PVC) is a static logical connection used in packet and cell switched networks between two end points. PVCs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent virtual circuit in the network.
10. "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.
11. Token Ring LAN is a type of LAN in which a "token" is passed from workstation to workstation thereby passing permission to send a message. Only a workstation in possession of the token may send a message. Token Ring LAN meets IEEE Standard 802.5 and operates at a Native Mode of either 4 or 16 Mbps.

5.19.3 Regulations

1. The Company will provide LAN Advantage® for one or more of the following types of LANs:
  - (a) Token Ring LANs operating at a Native Mode of 4 Mbps,
  - (b) Token Ring LANs operating at a Native Mode of 16 Mbps,
  - (c) Ethernet LANs operating at speeds of 384 Kbps,
  - (d) Ethernet LANs operating at speeds of 768 Kbps,
  - (e) Ethernet LANs operating at speeds of 1.5 Mbps,
  - (f) Ethernet LANs operating at speeds of 3 Mbps,
  - (g) Ethernet LANs operating at speeds of 4.5 Mbps,
  - (h) Ethernet LANs operating at speeds of 6 Mbps,
  - (i) Ethernet LANs operating at speeds of 10 Mbps,
  - (j) Ethernet LANs operating at speeds of 100 Mbps, and
  - (k) Ethernet LANs operating at a Native Mode of 1000 Mbps, and
2. Regulations in this section are applicable to LAN Advantage® Service, and are in addition to regulations in other sections of this tariff.
3. LAN Advantage® will be available 24 hours per day, 7 days per week, except as required to update, enhance, maintain and/or repair LAN Advantage®. The Company reserves the right to perform these tasks, as needed, during off-peak hours, normally on Sundays from 2:00 a.m. to 6:00 a.m.

(N)

ISSUE DATE: February 10, 2003

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone

EFFECTIVE DATE: March 13, 2003

In accordance with Finding and Order in 03-694-TP-ATA issued by the Public Utilities Commission of Ohio, dated March 12, 2003 and Case No. 90-5013-TP-TRF



LOCAL EXCHANGE SERVICE

SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

5.19.3 Regulations (Continued)

4. At the request of the customer, the Company will interconnect one or more additional LANs owned by the customer to the LANs interconnected pursuant to this tariff, as long as the additional LANs are of the same type as the LANs interconnected pursuant to this tariff. (e.g., The customer may only request extension of a Token Ring LAN operating at a Native Mode of 4 Mbps to another Token Ring LAN operating at a Native Mode of 4 Mbps. An Ethernet LAN may only be extended to another Ethernet LAN but may be at a different speed.)
5. If a major outage to the Company's network occurs, including LAN Advantage®, the Company will use reasonable efforts to restore LAN Advantage® 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.
6. The Company will furnish the customer with a telephone number which the customer will use to report any trouble with LAN Advantage®.
7. Unless otherwise agreed in writing, the Company will provide LAN Advantage® service for data transmission only.
8. The electrical signals of LAN Advantage® operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards:
  - (a) for Token Ring LANs operating at a Native Mode of 4 Mbps or 16 Mbps, IEEE Standard 802.5 (Local Area Networks - Token Ring Access Method and Physical Layer Specifications);
  - (b) for Ethernet LANs operating at speeds of 384 Kbps, 768 Kbps, 1.5 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, 100 Mbps and 1000 Mbps IEEE Standards 802.3 and 802.3u (Carrier Sense Multiple Access with Collision Detection (SMA/CD) Access Method and Physical Layer Specifications); and (N)
9. LAN Advantage® supports the following interfaces:
  - (a) for Token Ring LANs operating at a Native Mode of 4 Mbps or 16 Mbps, DB9 and unshielded twisted pair; (N)

ISSUE DATE: February 10, 2003

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone

EFFECTIVE DATE: March 13, 2003

In accordance with Finding and Order in 03-694-TP-ATA issued by the Public Utilities Commission of Ohio, dated March 12, 2003 and Case No. 90-5013-TP-TRF

LOCAL EXCHANGE SERVICE

SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

5.19.3 Regulations (Continued)

9. LAN Advantage® supports the following interfaces: (Continued)

- (b) for Ethernet LANs operating at speeds of 384 Kbps, 768 Kbps, 1.5 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, 10 Base T and AUI or 100 Mbps, 100 Base T; and (N)  
(N)
  - (c) for Ethernet LAN's operating at a Native Mode of 1000 Mbps (Gigabit), SX or LX Gigabit Interface Connectors.
10. The Company will use its best efforts to repair any inoperable LAN Advantage® port within 4 hours after the customer has notified the Company that the port is inoperable. If the port remains inoperable for more than 8 hours after the customer has notified the Company that it is inoperable, the Company will credit the customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for the port. The same credit will apply for each additional 8-hour period that the port remains inoperable. The total amount of all credits for any one inoperable port will not exceed the monthly port charge for the inoperable port. The credit referred to herein constitutes the Company's entire liability and the customer's exclusive remedy for any damages resulting from such an inoperable port.
11. The Company will not be responsible for damages, malfunctions or failures caused by:
- (a) the customer's failure to follow any operation or maintenance instructions provided by the Company to the customer;
  - (b) the customer's repair, modification to or relocation of equipment used to provide service hereunder, or attachment of equipment not approved by the Company; and
  - (c) abuse, misuse, or negligent acts of the customer. The customer may request the Company to perform repair service for the customer in such instances on a time-and-materials basis.
12. The rates and charges set forth for LAN Advantage® provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply.
13. At locations where the customer provides power to the Company, the Company is not responsible for out-of-service conditions caused by power outages.

ISSUE DATE: February 10, 2003

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone

EFFECTIVE DATE: March 13, 2003

In accordance with Finding and Order in 03-694-TP-ATA issued by the Public Utilities Commission of Ohio, dated March 12, 2003 and Case No. 90-5013-TP-TRF

LOCAL EXCHANGE SERVICE

SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

5.19.3 Regulations (Continued)

14. The customer will pay the Company for LAN Advantage® service at the applicable monthly rate for the type of LAN Advantage® service, selected by the customer, as indicated in Section 5.19.4. In addition, the customer will pay to the Company the applicable per port nonrecurring charge set forth in Section 5.19.4.
15. If the customer cancels, in whole or in part, any requested addition, rearrangement, relocation, or other modification to LAN Advantage® prior to completion of the work, the customer will reimburse the Company for the actual expenses incurred by the Company in connection with the modification prior to the Company's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges.
16. LAN Advantage® is available for a minimum term of 12 months or under a term payment plan of 24, 36, 48 or 60 months. If the customer terminates a service without cause prior to the expiration of the term, the customer will pay to the Company a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which the 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.
17. If the customer removes one or more ports from service prior to the expiration of the term hereof, the customer will pay to the Company a termination charge equal to all monthly charges for such port(s) for which the customer would have been responsible had the customer not removed the port(s).
18. Commission approval of the termination liability for LAN Advantage® 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.
19. 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 LAN Advantage® service, CBT will furnish LAN Advantage® 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).
20. If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of ports in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan.
21. Within like service types, the customer may upgrade to a higher speed service or downgrade to a lower speed service without incurring termination charges.

ISSUE DATE: September 6, 2001

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone

EFFECTIVE DATE: October 6, 2001

In accordance with Finding and Order in Case No. 01-2359-TP-ATA, issued by the Public Utilities Commission of Ohio, dated October 6, 2001 and Case No. 90-5013-TP-TRF

LOCAL EXCHANGE SERVICE

SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

5.19.3 Regulations (Continued)

20. The customer may add additional ports to its LAN Advantage® service at the rates in effect at the time of the addition, pursuant to the LAN Advantage® tariff, respectively, provided the Company has sufficient existing equipment. If sufficient equipment capacity or outside plant facilities are not available, the customer will be responsible for any special construction or other charges required to add the additional port(s) to its LAN Advantage® service.
21. If the customer adds additional ports to its LAN Advantage® service and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal to or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional port.
22. The customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a customer's location, then all LAN Advantage® service will be terminated at that location unless customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a customer's location.
23. Additional port discounts do not apply to different customers at the same location.
24. The customer may move the location of its LAN Advantage® service to a location where sufficient central office capacity and outside plant facilities are available, and retain the current monthly rates, but initial nonrecurring charges will be reapplied. The termination charges specified in paragraph 16 above 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.
25. The customer will be responsible for all taxes, assessments, or other charges (excluding taxes based on the Company's net income), imposed upon or relating to the provision or use of the products and services provided under this tariff.
26. Customer's Obligations
  - (a) The customer will furnish, at his or her expense, such space, electrical power and environmental conditioning at the customer's premises as the Company may reasonably require in connection with performing its obligations under this tariff. The customer will permit the Company reasonable access to the customer's premises, in accordance with the customer's normal security procedures, in connection with providing service under this tariff.
  - (b) The customer will provide, install, and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the customer's side of the demarcation point. The customer will be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with the Company's LAN Advantage® and conform to the Technical Reference Specifications furnished by the Company to the customer in connection with this tariff.

ISSUE DATE: September 6, 2001

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone

EFFECTIVE DATE: October 6, 2001

In accordance with Finding and Order in Case No. 01-2359-TP-ATA, issued by the Public Utilities Commission of Ohio, dated October 6, 2001 and Case No. 90-5013-TP-TRF

LOCAL EXCHANGE SERVICE

SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

5.19.3 Regulations (Continued)

26. Customer's Obligations (Continued)

- (c) The customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth above. Any additional equipment or facilities necessary to comply with these standards must be furnished by the customer at the customer's expense.
  - (d) Without the prior written consent of the Company, the customer will not access, or attempt to access, any equipment or facilities furnished by the Company in connection with this tariff. The customer will indemnify and hold harmless the Company, 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 the Company in connection with this Agreement.
  - (e) Prior to requesting repair service from the Company, the customer will use his or her best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with LAN Advantage® is a result of the customer's equipment or facilities. The customer will be responsible for any trouble resulting from the customer's equipment or facilities. The customer will cooperate with any joint testing of LAN Advantage® reasonably requested by the Company.
27. All equipment and facilities used by the Company in providing LAN Advantage® service under this tariff will remain the sole property of the Company, whether or not attached to or embedded in reality, unless otherwise agreed to in writing by the parties with respect to specific equipment.
28. Ownership of Information - The customer agrees that any technical, financial or business information of the Company furnished to the customer in connection with this Agreement is confidential and proprietary to the Company, will remain the property of the Company at all times and must be returned to the Company upon request.

ISSUE DATE: September 6, 2001

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone

EFFECTIVE DATE: October 6, 2001

In accordance with Finding and Order in Case No. 01-2359-TP-ATA, issued by the Public Utilities Commission of Ohio, dated October 6, 2001 and Case No. 90-5013-TP-TRF

## LOCAL EXCHANGE SERVICE

## SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

## 5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

## 5.19.4 Rates and Charges

## I. Electrical Port Type (Per Port):

Type of Service	Nonrec Charge	Monthly Rate	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	USOC
384 Kbps Ethernet LAN								
(Per Add'l Port)	\$ 250.00	\$ 350.00	\$ 350.00	\$ 339.50	\$ 325.50	\$ 315.00	\$ 308.00	LVZAG
(Per Add'l Port)	250.00	350.00	350.00	339.50	325.50	315.00	308.00	LVZBG
768 Kbps Ethernet LAN								
(Per Initial Port)	250.00	400.00	400.00	388.00	372.00	360.00	352.00	LVZAA
(Per Add'l Port)	250.00	400.00	400.00	388.00	372.00	360.00	352.00	LVZBA
1.5 Mbps Ethernet LAN								
(Per Initial Port)	250.00	500.00	500.00	485.00	465.00	450.00	440.00	LVZAH
(Per Add'l Port)	250.00	500.00	500.00	485.00	465.00	450.00	440.00	LVZBH
3 Mbps Ethernet LAN								
(Per Initial port)	1000.00	700.00	700.00	679.00	651.00	630.00	616.00	LVZAS
(Per Add'l port)	1000.00	700.00	700.00	679.00	651.00	630.00	616.00	LVZBS
4.5 Mbps Ethernet LAN								
(Per Initial port)	1000.00	850.00	850.00	824.50	790.50	765.00	748.00	LVZAV
(Per Add'l port)	1000.00	850.00	850.00	824.50	790.50	765.00	748.00	LVZBV
6 Mbps Ethernet LAN								
(Per Initial port)	1000.00	1200.00	1200.00	1164.00	1116.00	1080.00	1056.00	LVZAW (N)
(Per Add'l port)	1000.00	1200.00	1200.00	1164.00	1116.00	1080.00	1056.00	LVZBW (N)
10 Mbps Ethernet LAN								
(Per Initial Port)	1000.00	900.00	900.00	873.00	837.00	810.00	792.00	LVZAU
(Per Add'l Port)	500.00	250.00	250.00	242.50	232.50	225.00	220.00	LVZBU
100 Mbps Ethernet LAN								
(Per Initial Port)	1000.00	1800.00	1800.00	1746.00	1674.00	1620.00	1584.00	LVZA1
(Per Add'l Port)	500.00	750.00	750.00	727.50	697.50	675.00	660.00	LVZB1
1 Gbps Ethernet LAN								
(Per Initial Port)	1500.00	3500.00	3500.00	3395.00	3255.00	3150.00	3080.00	LVZAO
(Per Add'l Port)	1500.00	3500.00	3500.00	3395.00	3255.00	3150.00	3080.00	LVZBO
4 Mbps Token Ring LAN								
(Per Initial Port)	1200.00	945.00	945.00	916.65	878.85	850.50	831.60	LVZCT
(Per Add'l Port)	1200.00	945.00	945.00	916.65	878.85	850.50	831.60	LVZDT
16 Mbps Token Ring LAN								
(Per Initial Port)	1200.00	1185.00	1185.00	1149.45	1102.05	1066.50	1042.80	LVZCW
(Per Add'l Port)	1200.00	1185.00	1185.00	1149.45	1102.05	1066.50	1042.80	LVZDW

ISSUE DATE: February 10, 2003

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone

EFFECTIVE DATE: March 13, 2003

In accordance with Finding and Order  
in 03-694-TP-ATA issuedby the Public Utilities Commission of  
Ohio, dated March 12, 2003 and

Case No. 90-5013-TP-TRF

## LOCAL EXCHANGE SERVICE

## SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

## 5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

## 5.19.4 Rates and Charges (Continued)

## A. Cincinnati Service Rate Area (Continued)

## I. Electrical Port Type (Per Port): (Continued)

Type of Service	Nonrec Charge	Monthly Rate	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	USOC
Protected Ports (N)								
10 Mbps Ethernet LAN								
(Per Initial port)	1000.00	1500.00	1500.00	1455.00	1395.00	1350.00	1320.00	
(Per Add'l port)	500.00	250.00	250.00	242.50	232.50	225.00	220.00	
100 Mbps Ethernet LAN								
(Per Initial port)	1000.00	2500.00	2500.00	2425.00	2325.00	2250.00	2200.00	
(Per Add'l port)	500.00	750.00	750.00	727.50	697.50	675.00	660.00	
1 Gbps Ethernet LAN								
(Per Initial port)	1500.00	4500.00	4500.00	4365.00	4185.00	4050.00	3960.00	
(Per Add'l port)	1500.00	4500.00	4500.00	4365.00	4185.00	4050.00	3960.00	(N)

## II. Optional Features

Permanent Virtual Circuit (PVC) (See Note 1)	100.00	20.00	20.00	20.00	20.00	20.00	20.00	LVZLX
Permanent Virtual Circuit, Per port (Note 1)								
LAN Connection	100.00	40.00	40.00	40.00	40.00	40.00	40.00	LVZMX
ISP Connection	100.00	100.00	100.00	100.00	100.00	100.00	100.00	LVP
Network Address Reconfiguration (See Note 2)	110.00	---	---	---	---	---	---	N5WSM
LAN Advantage to Frame Relay Connection	110.00	---	---	---	---	---	---	NHCLA

## B. Dayton Service Rate Area

LAN Advantage Service is not available in the Dayton Service Area.

Note 1: Nonrecurring charge applies when PVC or ELAN is installed subsequent to a port installation.

Note 2: A network address reconfiguration charge applies whenever a customer requests software modifications to a specific LAN Advantage port subsequent to the establishment of a port.

ISSUE DATE: December 19, 2002

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone

EFFECTIVE DATE: January 22, 2003

In accordance with Finding and Order in Case No. 03-164-TP-ATA issued by the Public Utilities Commission of Ohio, dated January 17, 2003 and Case No. 90-5013-TP-TRF

**EXHIBIT B – REVISED TARIFF SHEETS**



## LOCAL EXCHANGE SERVICE

## SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

## 5.19 LAN Advantage® Native Mode LAN Interconnection

Available in the Cincinnati Service Rate Area.

Not available in the Dayton Service Rate Area.

## 5.19.1 Service Description

LAN Advantage® Service is an end-to-end high-speed data transport service which customers use for LAN interconnection and/or high-speed Internet access. (T)

## 5.19.2 Definitions Of Terms

1. "Asynchronous Transfer Mode" is defined as a high-speed, cell-based, connection-oriented, packet transmission protocol for handling data with varying bursts and bit rates. (T)
2. "Customer's location" is defined as a location specified by the customer for the purposes of terminating network such as the customer's premises or the building where the off-premises extension terminates. (N)  
(N)
3. "Demarcation Point" is defined as the point of physical separation of CBT's network, and associated responsibilities, from the customer's network and associated responsibilities. The location of the demarcation point is the physical interface for LAN Advantage® Service presented by the Company to the customer. (T)
4. "Emulated LAN (ELAN)" is defined as a software-defined association of network elements through which a connectionless network topology is emulated over a connection-oriented network topology. ELANs are defined in the ATM Forum's LAN Emulation (LANE) 1.0 specification. (T)
5. "Ethernet LAN" is defined as 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 Institute of Electrical and Electronic Engineers (IEEE) Standards 802.3 and 802.3u and operates at a variety of speeds. (T)
6. "LAN Advantage®" is defined as the engineering, configuration, installation, maintenance, and repair services necessary to interconnect multiple LANs to form a MAN for data transmission, provided by the Company to the customer. (T)
7. "Local Area Network (LAN)" is defined as a network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings. (T)
8. "Metropolitan Area Network (MAN)" is defined as 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. (T)
9. "Native Mode" of a LAN is defined as the operating speed of the communication on the originating or terminating LAN. (T)

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Christopher S. Colwell, Vice President, Cincinnati Bell Telephone

04-1705-TP-ZTA issued by the Public  
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## LOCAL EXCHANGE SERVICE

## SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

## 5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

## 5.19.2 Definitions Of Terms (Continued)

10. "Permanent Virtual Circuit (PVC)" is defined as a static logical connection used in packet and cell switched networks between two end points. PVCs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent virtual circuit in the network. (T)

11. "Protected Port" is defined as 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. (T)

(D)

(D)

12. "Unprotected LAN Advantage®" is defined as the standard LAN Advantage® Service. (N)

13. "Virtual LAN (VLAN)" is defined as a static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network. (N)

## 5.19.3 Regulations

1. The Company will provide LAN Advantage® for Ethernet LANs operating at a variety of speeds as listed in Paragraph 5.19.4. (T)

2. Regulations in this section are applicable to LAN Advantage® Service, and are in addition to regulations in other sections of this tariff.

3. LAN Advantage® will be available 24 hours per day, 7 days per week, except as required to update, enhance, maintain and/or repair LAN Advantage®. The Company 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. (T)

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## LOCAL EXCHANGE SERVICE

## SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

## 5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

## 5.19.3 Regulations (Continued)

- (D)  
|  
(D)
4. If a major outage to the Company's network occurs, including LAN Advantage®, the Company will use reasonable efforts to restore LAN Advantage® 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. (T)
5. The Company will furnish the customer with a telephone number which the customer will use to report any trouble with LAN Advantage®. (T)
6. Unless otherwise agreed in writing, the Company will provide LAN Advantage® service for data transmission only. (T)
7. The electrical signals of LAN Advantage® operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards: for Ethernet LANs operating at speeds of 384 Kbps, 768 Kbps, 1.5 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, 100 Mbps and 1000 Mbps IEEE Standards 802.3 and 802.3u (Carrier Sense Multiple Access with Collision Detection (SMA/CD) Access Method and Physical Layer Specifications). (T)  
(D)  
(D)
8. LAN Advantage® supports the following interfaces: (T)  
(D)  
(D)
- (a) for Ethernet LANs operating at speeds of 384 Kbps, 768 Kbps, 1.5 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, 10 Base T and AUI or 100 Mbps, 100 Base T; and (T) (M)  
|
- (b) for Ethernet LAN's operating at a Native Mode of 1000 Mbps (Gigabit), SX or LX Gigabit Interface Connectors. (T) (M)

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## LOCAL EXCHANGE SERVICE

## SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

## 5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

## 5.19.3 Regulations (Continued)

- (M)
- (M)
9. The Company will use its best efforts to repair any inoperable LAN Advantage® port within 4 hours after the customer has notified the Company that the port is inoperable. If the port remains inoperable for more than 8 hours after the customer has notified the Company that it is inoperable, the Company will credit the customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for the port. The same credit will apply for each additional 8-hour period that the port remains inoperable. The total amount of all credits for any one inoperable port will not exceed the monthly port charge for the inoperable port. The credit referred to herein constitutes the Company's entire liability and the customer's exclusive remedy for any damages resulting from such an inoperable port. (T)
10. The Company will not be responsible for damages, malfunctions or failures caused by: (T)
- (a) the customer's failure to follow any operation or maintenance instructions provided by the Company to the customer;
  - (b) the customer's repair, modification to or relocation of equipment used to provide service hereunder, or attachment of equipment not approved by the Company; and
  - (c) abuse, misuse, or negligent acts of the customer. The customer may request the Company to perform repair service for the customer in such instances on a time-and-materials basis.
11. The rates and charges set forth for LAN Advantage® provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply. (T)
12. At locations where the customer provides power to the Company, the Company is not responsible for out-of-service conditions caused by power outages. (T)

## LOCAL EXCHANGE SERVICE

## SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

## 5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

## 5.19.3 Regulations (Continued)

- (D)
- (D)
- (T)
13. If the customer cancels, in whole or in part, any requested addition, rearrangement, relocation, or other modification to LAN Advantage® prior to completion of the work, the customer will reimburse the Company for the actual expenses incurred by the Company in connection with the modification prior to the Company's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges. (T)
14. LAN Advantage® is available for a minimum term of 12 months or under a term payment plan of 24, 36 or 60 months. If the customer terminates a service without cause prior to the expiration of the term, the customer will pay to the Company a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which the customer would have been responsible if the customer had not terminated prior to the end of the applicable 12, 24, 36 or 60-month term payment plan. (T) (D) (D)
15. If the customer removes one or more ports from service prior to the expiration of the term hereof, the customer will pay to the Company a termination charge equal to all monthly charges for such port(s) for which the customer would have been responsible had the customer not removed the port(s). (T)
16. Commission approval of the termination liability for LAN Advantage® 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. (T)
17. 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 LAN Advantage® service, CBT will furnish LAN Advantage® 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). (T)
18. If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of ports in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan. (T)
19. Within like service types, the customer may upgrade to a higher speed service or downgrade to a lower speed service without incurring termination charges. (T)

ISSUE DATE: November 15, 2004

Christopher S. Colwell, Vice President, Cincinnati Bell Telephone

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## LOCAL EXCHANGE SERVICE

## SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

## 5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

## 5.19.3 Regulations (Continued)

20. The customer may add additional ports to its LAN Advantage® service at the rates in effect at the time of the addition, pursuant to the LAN Advantage® tariff, respectively, provided the Company has sufficient existing equipment. If sufficient equipment capacity or outside plant facilities are not available, the customer will be responsible for any special construction or other charges required to add the additional port(s) to its LAN Advantage® service.
21. If the customer adds additional ports to its LAN Advantage® service and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal to or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional port.
22. The customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a customer's location, then all LAN Advantage® service will be terminated at that location unless customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a customer's location.
23. An initial port is required in order to provide LAN Advantage® to a customer's location. Additional ports are only available to a customer's location with at least one initial port. (N)  
(N)
24. Additional port discounts do not apply to different customers at the same location. (T)
25. The customer may move the location of its LAN Advantage® service to a location where sufficient central office capacity and outside plant facilities are available, and retain the current monthly rates, but initial nonrecurring charges will be reapplied. The termination charges specified in paragraph 16 above 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. (T)
26. The customer will be responsible for all taxes, assessments, or other charges (excluding taxes based on the Company's net income), imposed upon or relating to the provision or use of the products and services provided under this tariff. (T)
27. Customer's Obligations (T)
  - (a) The customer will furnish, at his or her expense, such space, electrical power and environmental conditioning at the customer's premises as the Company may reasonably require in connection with performing its obligations under this tariff. The customer will permit the Company reasonable access to the customer's premises, in accordance with the customer's normal security procedures, in connection with providing service under this tariff.
  - (b) The customer will provide, install, and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the customer's side of the demarcation point. The customer will be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with the Company's LAN Advantage® and conform to the Technical Reference Specifications furnished by the Company to the customer in connection with this tariff.

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LOCAL EXCHANGE SERVICE

SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

5.19.3 Regulations (Continued)

27. Customer's Obligations (Continued)

(T)

- (c) The customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth above. Any additional equipment or facilities necessary to comply with these standards must be furnished by the customer at the customer's expense.
- (d) Without the prior written consent of the Company, the customer will not access, or attempt to access, any equipment or facilities furnished by the Company in connection with this tariff. The customer will indemnify and hold harmless the Company, 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 the Company in connection with this Agreement.
- (e) Prior to requesting repair service from the Company, the customer will use his or her best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with LAN Advantage® is a result of the customer's equipment or facilities. The customer will be responsible for any trouble resulting from the customer's equipment or facilities. The customer will cooperate with any joint testing of LAN Advantage® reasonably requested by the Company.

28. All equipment and facilities used by the Company in providing LAN Advantage® service under this tariff will remain the sole property of the Company, whether or not attached to or embedded in reality, unless otherwise agreed to in writing by the parties with respect to specific equipment.

(T)

29. Ownership of Information - The customer agrees that any technical, financial or business information of the Company furnished to the customer in connection with this Agreement is confidential and proprietary to the Company, will remain the property of the Company at all times and must be returned to the Company upon request.

(T)

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## LOCAL EXCHANGE SERVICE

## SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

## 5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

## 5.19.4 Rates and Charges

## A. Cincinnati Service Rate Area

## I. Electrical Port Type (Per Port):

Type of Service	Charge	Nonrec Rate	Monthly 12 Mo.	24 Mo.	36 Mo.	60 Mo.	USOC
384 Kbps Ethernet LAN							
(Per Initial port)	\$ 250.00	\$ 350.00	\$ 350.00	\$ 339.50	\$ 325.50	\$ 308.00	LVZAG
(Per Add'l port)	250.00	350.00	350.00	339.50	325.50	308.00	LVZBG
768 Kbps Ethernet LAN							
(Per Initial port)	250.00	400.00	400.00	388.00	372.00	352.00	LVZAA
(Per Add'l port)	250.00	400.00	400.00	388.00	372.00	352.00	LVZBA
1.544 Mbps Ethernet LAN							
(Per Initial port)	250.00	500.00	500.00	485.00	465.00	440.00	LVZAH
(Per Add'l port)	250.00	500.00	500.00	485.00	465.00	440.00	LVZBH
3 Mbps Ethernet LAN							
(Per Initial port)	1000.00	700.00	700.00	679.00	651.00	616.00	LVZAS
(Per Add'l port)	1000.00	700.00	700.00	679.00	651.00	616.00	LVZBS
4.5 Mbps Ethernet LAN							
(Per Initial port)	1000.00	850.00	850.00	824.50	790.50	748.00	LVZAV
(Per Add'l port)	1000.00	850.00	850.00	824.50	790.50	748.00	LVZBV
6 Mbps Ethernet LAN							
(Per Initial Port)	1000.00	1200.00	1200.00	1164.00	1116.00	1056.00	LVZAW
(Per Add'l port)	1000.00	1200.00	1200.00	1164.00	1116.00	1056.00	LVZBW
10 Mbps Ethernet LAN							
(Per Initial port)	1000.00	900.00	900.00	873.00	837.00	792.00	LVZAU
(Per Add'l port)	500.00	250.00	250.00	242.50	232.50	220.00	LVZBU
100 Mbps Ethernet LAN							
(Per Initial port)	1000.00	1800.00	1800.00	1746.00	1674.00	1584.00	LVZA1
(Per Add'l port)	500.00	750.00	750.00	727.50	697.50	660.00	LVZB1
1 Gbps Ethernet LAN							
(Per Initial port)	1500.00	3500.00	3500.00	3395.00	3255.00	3080.00	LVZAO
(Per Add'l port)	1500.00	3500.00	3500.00	3395.00	3255.00	3080.00	LVZBO

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## LOCAL EXCHANGE SERVICE

## SECTION 5 OUT OF TERRITORY LOCAL EXCHANGE SERVICES

## 5.19 LAN Advantage® Native Mode LAN Interconnection (Continued)

## 5.19.4 Rates and Charges (Continued)

## A. Cincinnati Service Rate Area (Continued)

## I. Electrical Port Type (Per Port): (Continued)

Type of Service	Nonrec Charge	Monthly Rate	12 Mo.	24 Mo.	36 Mo.	60 Mo.	USOC	(D)
Protected Ports								
10 Mbps Ethernet LAN								
(Per Initial port)	1000.00	1500.00	1500.00	1455.00	1395.00	1320.00	WZEJ4	(T)
(Per Add'l port)	500.00	250.00	250.00	242.50	232.50	220.00	WZEJ5	
100 Mbps Ethernet LAN								
(Per Initial port)	1000.00	2500.00	2500.00	2425.00	2325.00	2200.00	WZEJ6	
(Per Add'l port)	500.00	750.00	750.00	727.50	697.50	660.00	WZEJ7	
1 Gbps Ethernet LAN								
(Per Initial port)	1500.00	4500.00	4500.00	4365.00	4185.00	3960.00	WZEJ8	
(Per Add'l port)	1500.00	4500.00	4500.00	4365.00	4185.00	3960.00	WZEJ9	(T)
II. Optional Features								
Permanent Virtual Circuit/Virtual LAN (Note 1)	\$100.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	LVZLX	(T) (T)
Permanent Virtual Circuit/Virtual LAN, Per Port (Note 1)								(T)
LAN Connection	100.00	40.00	40.00	40.00	40.00	40.00	LVZMX	
ISP Connection	100.00	100.00	100.00	100.00	100.00	100.00	LVP	
Network Address Reconfiguration (Note 2)	110.00	--	--	--	--	--	N5WSM	
LAN Advantage to Frame Relay Connection	110.00	--	--	--	--	--	NHCLA	(D)

## B. Dayton Service Rate Area

LAN Advantage Service is not available in the Dayton Service Area.

Note 1: Nonrecurring charge applies when PVC or ELAN is installed subsequent to a port installation.

Note 2: A network address reconfiguration charge applies whenever a customer requests software modifications to a specific LAN Advantage port subsequent to the establishment of a port.

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### **EXHIBIT C – DESCRIPTION OF REVISIONS**

With this application Cincinnati Bell Telephone Company (CBT) is revising the LAN Advantage tariff. Included in the revisions is the removal of the 48-month term payment plan option for the LAN Advantage offerings and removal of the token ring offerings. CBT is also making textual revisions to the LAN Advantage tariff in order to clarify the terms and conditions associated with the LAN Advantage offering. There are no customers subscribing to a 48-month variable term payment plan option or to a token ring offering, therefore customer notification will not take place.