

# DWDM – TERMS AND CONDITIONS SUPPLEMENT

## 1. TERM.

1.1. After expiration of the Initial Term as stated on the Services Agreement, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods ("Renewal Term") unless either Party terminates this Agreement by providing thirty (30) days advance written notice of termination to the other Party prior to the expiration of the then-current term. Hereinafter "Term" shall mean collectively Initial and/or Renewal Term. Notwithstanding the foregoing, Cincinnati Bell reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

## 2. DEFINITIONS.

2.1. DWDM - Dense Wavelength Division Multiplexing ("DWDM") is the higher capacity version of Wavelength Division Multiplexing, which is a means of increasing the capacity of fiber-optic data transmission systems through the multiplexing of multiple wavelengths of light.

## 3. SERVICES AND RATES.

3.1. DWDM service will be provided as specified on the attached Services Agreement.

3.2. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to DWDM service prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell'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.

3.3. Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

3.4. Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the DWDM service.

## 4. CUSTOMER OBLIGATIONS.

4.1. Customer will cause its electrical signals at the demarcation point to conform to applicable ANSI or IEEE standards. Customer shall furnish any additional equipment or facilities on Customer's side of the demarcation point which are necessary to comply with such standards at its expense.

## 5. RELIABILITY OF DWDM SERVICE.

5.1. Performance Standards of the DWDM Service are as follows:

5.1.1	<u>Definition of an outage</u> An outage would occur when an East and West route fail simultaneously.	
5.1.2	<u>Performance Expectations</u> 99.999% up-time	
5.1.3	<u>Response Time to Repair</u> Mean time to respond Mean time to repair	<u>Failure</u> 2 hours 4 hours

5.2. FCC No. 35 shall set forth all other terms, conditions and service levels for Wavelength services provided under this Agreement.

## 6. TERMINATION CHARGES.

6.1. In the event that DWDM service is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, Customer will pay 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 expiration of the then-current Term.