

Section 1: Fioptics Advanced Terms and Conditions Supplement

1.1 Definitions.

- 1.1.1 **Fioptics Advanced is a value added service that can be added to any business account with High Speed Internet with any speed over 20 Mbps. Included in the bundle is Premium Technical Support, Wirecare, and Rapid Repair.** If the Customer cancels their High Speed Internet subscription, Fioptics Advanced is no longer allowed on the account. There is one Fioptics Advanced Bundle allowed per location. If there are multiple locations, multiple Fioptics Advanced subscriptions are permitted. When purchased in a contract, Customers will receive an early termination fee if canceled before the term has been fulfilled. If this service is purchased on a month to month basis, there will be a one-time fee to begin services of \$49.99.
- 1.1.2 Premium Technical Support is a third-party vendor that provides best-effort technical support on many Wi-Fi connecting devices. Up to 15 devices will be supported and Customers can add-on additional devices for additional costs. Customers must enroll in a 12 month verbal agreement when they contact the third-party vendor. If the Customer cancels this service prior to 12 months, the cost of the service will be billed out for the remaining months of the initial 12 month term. Phone systems, ATMs, Point of Sale machines are not supported at this time.
- 1.1.3 Wirecare covers inside wiring and jacks that provides phone, internet and Ethernet, and TV service beyond the demarcation point or gateway. It will cover repairs to phone, internet, and TV jacks and wiring that worked prior to the establishment of Wirecare service. It will also cover repairs necessary to outside jacks and wires beyond the demarcation point - (does not cover reburying wire). All inside wire configurations previously installed by Cincinnati Bell i.e. JK wire (These are considered non-standard wire but we will continue to maintain them for existing Wirecare Customers). Wirecare does not cover phone systems and associated wiring. Wirecare will not cover the cost of new wiring work and new phone/data jacks. Wirecare coverage begins the day of installation. Customers with Wirecare will not be charged any truck roll fees.
- 1.1.4 Rapid Repair is eligible for repair appointments only if a Customer is completely out of Voice, High Speed Internet, or Video services. Rapid Repair states a technician has either repaired the Fioptics services or the technician is working to repair those services within 5 hours of the Customer reporting the outage. Network outages and scheduled/routine maintenance windows will not be considered as eligible for these types of appointments. This is only offered to certain locations. Rapid Repair is only available within the Fioptics Advanced bundle.

1.2 Repair – Response Time.

- 1.2.1 If Cincinnati Bell does not meet the 5 hour service level agreement from the time the Customer reports the service outage, the customer is eligible for up to one month of Fioptics Internet monthly service fee.

1.3 Maintenance.

- 1.3.1 When a Customer reports trouble to Cincinnati Bell and the problem is not found in the Cincinnati Bell's facilities, the Customer is responsible for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges is as follows: (a) \$ 31.50 for the first fifteen (15) minutes or fraction thereof and (b) \$ 9.00 for each additional fifteen (15) minutes or fraction thereof.
- 1.3.2 If Cincinnati Bell personnel initially fail to find trouble in Cincinnati Bell facilities, but later discover that the trouble was indeed facilities related, then Maintenance of Service charges will not apply.
- 1.3.3 Cincinnati Bell can continue to test/diagnose the problem on the Customer's premise at the rate of \$175.00 per hour, billable in half-hour increments, with a two-hour minimum.
- 1.3.4 Cincinnati Bell can also be contracted to engineer and optimize the Customer's network by working on the Customer's premise. The rate for this enhanced service is \$250.00 per hour, billable in half-hour increments, with a two (2) hour minimum. This service would typically be independent of a troubleshooting dispatch, or in conjunction with a major problem/initiative, and would be initiated by the Customer.

