

GARDONVILLE COOPERATIVE TELEPHONE ASSOCIATION RATES, TERMS AND CONDITIONS
WIRELINE BROADBAND INTERNET TRANSPORT SERVICE

RATES, TERMS AND CONDITIONS
APPLICABLE TO
WIRELINE BROADBAND INTERNET TRANSPORT SERVICE
FURNISHED BY

GARDONVILLE COOPERATIVE TELEPHONE ASSOCIATION

Study Area Code (“SAC”) Number 361396

FOR SERVICES
AS PROVIDED FOR HEREIN

DATE: January 1, 2012

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1. General

1.1 Application of Rates, Terms and Conditions

- 1.1.A Gardonville Cooperative Telephone Association is an incumbent local exchange carrier (“ILEC”), Study Area Code (“SAC”) 361396 and FCC Form 499 Filer ID 803706, operating in the state of Minnesota, and is hereinafter referred to as the “Company.”
- 1.1.B The rates, terms and conditions contained within this document, hereinafter referred to as “Rates, Terms and Conditions,” are applicable to the Company’s provision of Wireline Broadband Internet Transport Service (“WBITS”), hereinafter collectively or individually referred to alternatively as Service or Wireline Broadband Internet Transport Service or WBITS, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. By accepting Service from the Company, the Customer accepts these Rates, Terms and Conditions as a binding agreement between the Customer and the Company.
- 1.1.C WBITS is available from the Company in one Class of Service, WBITS Asymmetric Digital Subscriber Line (“ADSL”) Access Service and WBITS Symmetric Digital Subscriber Line (“SDSL”) Access Service.
- 1.1.D The Company offers the Services pursuant to the Rates, Terms and Conditions and subject to the jurisdiction of the Federal Communications Commission (“FCC”) pursuant to Title II of the Communications Act of 1934, as Amended (47 USC § 201-276), on a common-carriage permissively detariffed basis.
- 1.1.E The Company offers Services where technically feasible within its incumbent local exchange carrier (“ILEC”) exchange boundaries in the state of Minnesota. For purposes of interstate services, including permissively detariffed WBITS as is comprehended by the Services, the Company’s serving area is identified as a study area with a discrete SAC 361396.
- 1.1.F The provision of Service by the Company as set forth in these Rates, Terms and Conditions does not constitute a joint undertaking with the Customer for the furnishing of any service.
- 1.1.G From time to time, the Company may at its sole discretion modify the Rates, Terms and Conditions. Modification will be effective thirty (30) days after both posting of revised Rates, Terms and Conditions on the Company’s Internet web site and mailing by United States Postal Service a copy of the revised Rates, Terms and Conditions to all Customers currently a party to an executed Agreement as described in Section 2.5 following.

1.2 Definitions

Certain terms used throughout these Rates, Terms and Conditions are defined as follows:

- 1.2.A Asymmetric Digital Subscriber Line (“ADSL”) The term "Asymmetric Digital Subscriber Line (“ADSL”) denotes an access technology that allows voice and high speed data to be sent simultaneously over local exchange service facilities. ADSL supports the transmission of data signals at a different speed when receiving data (downstream rate) than when sending data (upstream rate).
- 1.2.B Application for Service An Application for Service standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the

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Company to provide the Service as required.

- 1.2.C Company The term "Company" refers to Gardonville Cooperative Telephone Association, study area designation 361396 and FCC Form 499 Filer ID 803706, operating in the state of Minnesota.
- 1.2.D Customer The term "Customer" is any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Rates, Terms and Conditions.
- 1.2.E Customer Premises Equipment ("CPE") Customer premises equipment ("CPE") is terminal equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities. Customer premises equipment includes, but is not limited to, equipment provided by the Customer's agent, or by the Customer's end user customer.
- 1.2.F Data-Only WBITS The term "data-only" when used in the context of WBITS refers to provision of Services over a line that does not also carry local exchange switched voice telephone service to the customer premises. Data-Only WBITS is also commonly called "Naked DSL." Data-Only WBITS is Data-Only WBITS ADSL or Data-Only WBITS SDSL.
- 1.2.G Digital Subscriber Line ("DSL") Access Service Connection Point The term "Digital Subscriber Line ("DSL") Access Service Connection Point" is a location designated by the Company that serves as an aggregation point for the collection of Company WBITS traffic from multiple Digital Subscriber Line Access Multiplexers ("DSLAMs") or comparable packet-mode data modem equipment. Network Service Providers establish connections to the Company's WBITS network at the Company designated DSL Access Service Connection Point.
- 1.2.H Ethernet Ethernet is a physical link protocol reflecting the two lowest layers of the DNA/OS1 model. Ethernet networks can generally connect to Asynchronous Transfer Mode – Cell Relay Service ("ATM-CRS") networks at port speeds of 10 Mbps, 100 Mbps and one billion bits per second (1 Gigabit or "Gbps"), subject to availability of port connections at the desired speed. Standards applicable to Ethernet transmission are established by the Institute of Electrical and Electronics Engineers ("IEEE").
- 1.2.I. Federal Universal Service Charge ("FUSC") The Federal Universal Charge ("FUSC") is a charge billed to Customers on interstate telecommunications services that are purchased either by parties who are not contributors to federal Universal Service under 47 CFR § 54.709(a) or by contributors to federal Universal Service who use the interstate telecommunications service purchased as a component of a non-telecommunications retail service for which the revenues are not subject to federal Universal Service contribution.
- 1.2.J Incumbent Local Exchange Carrier ("ILEC") Incumbent Local Exchange Carrier ("ILEC") has the same meaning as Section 251(h) of the Communications Act, as Amended 47 U.S.C. § 251(h)(1).

(1) DEFINITION.--For purposes of this section, the term "incumbent local exchange carrier" means, with respect to an area, the local exchange carrier that--(A) on the date of enactment of the Telecommunications Act of 1996,

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provided telephone exchange service in such area; and (B)(i) on such date of enactment, was deemed to be a member of the exchange carrier association pursuant to section 69.601(b) of the Commission's regulations (47 C.F.R. 69.601(b)); Or (ii) is a person or entity that, on or after such date of enactment, became a successor or assign of a member described in clause (i).

- 1.2.K Internet The Internet is “the international computer network of both Federal and non-Federal interoperable packet switched data networks,” 47 USC §230(f)(1). The Internet is also described as “the combination of computer facilities and electromagnetic transmission media, and related equipment and software, comprising the interconnected worldwide network of computer networks that employ the Transmission Control Protocol/Internet Protocol or any successor protocol to transmit information,” 47 USC §231(e)(3).
- 1.2.L Internet Protocol (“IP”) The Internet Protocol (“IP”) is the industry standard method or protocol by which data is sent from one computer to another on the Internet.
- 1.2.M Internet Service Provider (“ISP”) An Internet Service Provider (“ISP”) is an organization that provides access to the Internet. The ISP provides the username and password to the end user Internet customer.
- 1.2.N NECA Tariff FCC No. 5 The National Exchange Carrier Association, Inc. (“NECA”) Tariff FCC No. 5 is the interstate access tariff filed by NECA on behalf of members of NECA. The Company is a member of NECA and a participant in the NECA Common Line and Traffic Sensitive Pools. Additionally, the Company is an issuing carrier for NECA Tariff FCC No. 5. Because the Company is an issuing carrier, it is pursuant to the rates and regulations of NECA Tariff FCC No. 5 that Customers must order interstate Special Access services or Public Packet Data Network service required for connection to the Company’s WBITS network at the Company’s DSL Access Connection Point.
- 1.2.O kbps kbps is the widely recognized abbreviation for “kilobits per second”, a measure of data transfer speed. The “k” in kbps is lowercase to indicate measurement in decimal, i.e. 1 kbps is 1,000 kilobits per second.
- 1.2.P Mbps Mbps is the widely recognized abbreviation for “megabits per second” indicating a data transfer speed of one million bits per second.
- 1.2.Q Multi-Media Multi-Media refers to data transport services that include data, text, audio, and visual content through use of Internet Protocol.
- 1.2.R Network Interface Device (“NID”) The Network Interface Device (“NID”) includes any potential means of interconnection with customer premises inside wiring at the point where the carrier’s local loop facilities end, such as at a cross connect device used to connect the loop to customer-controlled inside wiring. This includes all features, functions, and capabilities of the facilities used to connect the loop to premises wiring, regardless of the specific mechanical design. Where the connection between the Company’s serving wire center and the customer’s end user premises is by fiber optical cable, the NID may be an Optical Network Terminal (“ONT”).
- 1.2.S Network Service Providers Network Service Providers are Internet Service Providers (“ISPs”) or Multi-Media providers who provide retail services to end user customers based on transmission of data through use of Internet Protocol.
- 1.2.T Optical Network Terminal (“ONT”) An optical network terminal (“ONT”) resides at the

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end user customer premises end of the passive optical network (“PON”). The ONT provides the interface between the network and the end user customer’s equipment.

- 1.2.U Rates, Terms and Conditions “Rates, Terms and Conditions” refers to this document as a whole comprising the rates, terms and conditions applicable to the provision of Services to Customers by the Company.
- 1.2.V Services “Services” comprise the Wireline Broadband Internet Transport Service (“WBITS”) offerings by the Company under these Rates, Terms and Conditions.
- 1.2.W Study Area A study area is a geographic segment of an ILEC’s telephone operations and generally corresponds to an incumbent local exchange carrier’s entire service territory within a state for which the National Exchange Carrier Association, Inc. (“NECA”) has assigned a six-digit study area code (“SAC”).
- 1.2.X Symmetric Digital Subscriber Line (“SDSL”) The term "Symmetric Digital Subscriber Line (SDSL)" denotes an access technology that allows high speed data to be sent over local exchange service facilities. SDSL supports the transmission of data signals at the same speed when receiving data (downstream rate) and transmitting data (upstream rate).
- 1.2.Y Telecommunications Telecommunications is the transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.
- 1.2.Z Voice-Data WBITS The term "Voice-Data" when used in the context of WBITS refers to provision of Service over a line that also carries Company provided local exchange switched voice service to the customer premises. Voice-Data WBITS will be Voice-Data WBITS ADSL or Voice-Data WBITS SDSL.
- 1.2.AA Wire Center A wire center is the location of an ILEC switching facility and also may refer to the area encompassed by the wire center boundaries defining the area in which all customers are connected to a given wire center.
- 1.2.BB Wireline Broadband Internet Transport Service (“WBITS”) Wireline Broadband Internet Transport Service (“WBITS”) is a high-speed data access service that is made available to Network Service Providers for connection to the Company’s end user customers over existing company local exchange facilities for provision broadband services employing Internet Protocol. WBITS may be provided under one Class of Services, WBITS ADSL or WBITS SDSL.

2. Terms and Conditions

2.1 Undertaking of the Company

2.1.A Scope

The Company makes Services available to Network Service Providers. Services are described in Section 3 of these Rates, Terms and Conditions.

Connecting the Customer’s network to the Company’s WBITS network requires the Customer to order Special Access or Public Packet Data Network transport services sufficient to carry the Customer’s data between its premises and the Company’s designated DSL Access Connection Point. Special Access or Public Packet Data Network transport services within the Company’s serving area must be obtained from the Company under

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National Exchange Carrier Association, Inc. ("NECA") Tariff FCC No. 5. The Company is an issuing carrier for NECA Tariff FCC No. 5 and bills Customers the rates established in NECA Tariff FCC No. 5 for services ordered pursuant thereto.

For purposes of connection from the Customer Designated Premises ("CDP") to the Company's DSL Access Connection Point, the Company provides the following services pursuant to NECA Tariff FCC No. 5 and subject to technical capability.

Interstate Special Access Service:

High Capacity Service

Public Packet Data Network:

Ethernet Transport Service ("ETS")

NECA Tariff FCC No. 5 regulations and rates respecting Asymmetric Digital Subscriber Line ("ADSL") Access Service or Symmetric Digital Subscriber Line ("SDSL") Access Service do not apply to any service provided by the Company. Instead, the Company makes WBITS available on a permissively detariffed, common carriage basis under these Rates, Terms and Conditions. Additionally, for Customers connecting to a Company DSL Access Connection Point through use of ATM-CRS or ETS pursuant to NECA Tariff FCC No. 5, the NECA Tariff ATM-CRS or ETS Optional Feature and Function Multi-Media-Virtual Circuit Channel ("MM-VCC") as tariffed in NECA Tariff FCC No. 5, are available for use with WBITS provided under these Rates, Terms and Conditions as described in Section 3.4.F following.

2.1.B Limitations

- (1) The Services provided pursuant to these Rates, Terms and Conditions are offered subject to the availability of facilities and the other provisions of these Rates, Terms and Conditions.
- (2) The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
- (3) The Company retains the right to deny Service to any Customer that fails to comply with the rules and regulations of these Rates, Terms and Conditions, or other applicable rules, regulations or laws.

2.2 Obligations of the Customer

- 2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.C The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel,

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slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer in the use of the Company's facilities.

2.2.D Dealings with End User Customers

- (1) The Customer will deal directly with its end user customers with respect to all matters pertaining to the service provided, including marketing, sales, ordering, installation, maintenance, trouble reporting, repair, billing and collections. The Customer will not direct its end users to contact the Company for any aspect of the service the Customer provides with Services provided by the Company.
- (2) The Customer will submit orders for WBITS to the Company in a format and manner designated by the Company.
- (3) The Customer will obtain the appropriate authorization to allow the Company to provision WBITS Voice-Data Service over the Customer's end user's existing telephone exchange service line.

2.2.E The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.

2.2.F In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of these Rates, Terms and Conditions against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.

2.2.G The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:

- (1) Using the Service for any purpose which is in violation of any law.
- (2) Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
- (3) Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.

2.3 Liabilities of the Company

Except as stated in this Section 2.3, the Company shall have no liability or damages of any kind arising out of or related to events, acts, rights or privileges contemplated in the Rates, Terms and Conditions.

2.3.A The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under the Rates, Terms and Conditions including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under the Rates, Terms

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and Conditions applicable to the specific period that was affected. No other liability shall attach to the Company.

- 2.3.B The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.3.C The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of CPE, Customer's facilities or Customer's services.

2.4 Application for Service

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to these Rates, Terms and Conditions. Applications for Services may be either in writing or orally and provide, at a minimum, the following information:

- 2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from Section 2.4.A above.

2.5 Executed Agreements

2.5.A Agreement

The Company and the Customer shall execute an agreement ("Agreement") setting forth, based on the Customer's Application for Service, the specific Services available under the Rates, Terms and Conditions that the Customer is ordering, the terms and volume commitments the Customer is establishing, the type and volume of transport service the Customer is ordering under NECA Tariff FCC No. 5. The Agreement shall incorporate by reference these Rates, Terms and Conditions. The Rates, Terms and Conditions incorporated by reference into the Agreement should be the current Rates, Terms and Conditions posted on the Company's web site or delivered to the Customer by United States Postal Service.

2.5.B Technical Standards Supplement ("TS Supplement")

The Company and the Customer shall agree to the industry technical standards applicable to the transmission of data between the Customer and the Company through use of the Company's WBITS provided pursuant to these Rates, Terms and Conditions and the Agreement. The agreed to technical standards shall be documented in the Technical Standards Supplement ("TS Supplement"). The TS Supplement shall be signed by both parties and incorporated by reference into the Agreement.

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The TS Supplement can be amended, from time to time, based on mutual agreement of the Customer and the Company. If an industry standard becomes obsolete or is otherwise no longer supported by vendors associated with the Company's network, any duties with respect to technical standards are vitiated. In the event the Customer and the Company do not come to agreement regarding replacement industry standards, the Company shall choose the replacement industry standard most commonly used by the industry.

2.6 Charges and Payments for Service or Facilities

2.6.A Deposits

- (1) The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges for Service. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Service, not to exceed three (3) months estimated charges for said Service. The Company may increase the amount of the deposit to reflect increases in the Customer's annual bill. The Customer will receive a receipt for the deposit.
- (2) Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of Service. Otherwise, the deposit will be returned to the Customer upon termination of service if all outstanding balances have been satisfied.
- (3) Interest will be paid by the Company on all sums held on deposit at the rate established statutorily for Customer deposits. The interest will be accrued for the period during which the deposit is held by the Company.
- (4) The fact that a deposit is made does not relieve the Customer from making advance payments or from complying with the Company's regulations for the payment of bills in accordance with the terms herein and does not constitute a waiver or modification of the regulations of the Company providing for the discontinuance of Service for nonpayment of any sums due the Company for Service rendered.
- (5) Upon termination of Service, and assuming deposits of the Customer are not applied as indicated in Section 2.6.A.2, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.

2.6.B Description of Payment and Billing Periods

- (1) Service is provided and billed on a monthly basis. Service will continue to be provided and billed on a monthly basis until canceled by the Customer through prior written notice given to the Company.
- (2) The Company shall establish the start date for monthly bill periods and such monthly periods shall continue through the term of the Agreement.
- (3) Proration of Charges

Adjustments for the quantities of Services established or discontinued in any billing period beyond the minimum period set forth for Services in other sections of the Rates,

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Terms and Conditions will be prorated to the number of days based on a 30 day month.

2.6.C Taxes and Other Charges

In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that the Company bills Customer related to Services. Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill the Customer. The Company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such taxes and charges shall be separately shown and charged on bills rendered by Company or its billing agent.

2.6.D Federal Universal Service Charge (FUSC)

Services are an interstate telecommunications services purchased by the Customer for use as a component of Internet Service, a non-telecommunications service and are thus subject to the Federal Universal Service Contribution Factor ("FUSC") assessed by the Company at the current quarterly contribution factor established for the quarter by the FCC pursuant to See 47 C.F.R. § 54.709(a). The FUSC charge is assessed at the quarterly contribution factor in effect on the bill date for charges billed for Services. The FUSC owed by the Customer under the Rates, Terms and Conditions shall be equal to the Services billed multiplied by the current quarterly FUSC factor.

2.6.E Payment and Late Payment Charge

- (1) Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by state law will be applied to all amounts past due.
- (2) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- (3) Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in Section 2.6.E.1. Restoration of Service will be subject to all applicable installation charges.

2.6.F Credit Allowance/Service Interruptions

- (1) Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. Credit allowances will also be allowed for any period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- (2) Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored.
- (3) The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer premises equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- (4) Only those portions of the Service or equipment operation disabled will be credited.

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- (5) A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company. A credit allowance also will not be given for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.

2.6.G Service Interruption Measurement

In the event of an interruption of Service that exceeds the minimum requirements set forth in this Section 2.6, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the Service interruption measured in 24 hour days, from the time the interruption is reported to the Company, by a standard 30 day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

2.7 Termination or Denial of Service by the Company

2.7.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

- (1) In the event such Customer or its agent: (a) willfully damages the Company equipment, interferes with use of the Company's Service by other Customers of the Company; (b) unreasonably places capacity demands upon the Company's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of these Rates, Terms and Conditions or applicable law; or
- (2) In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or
- (3) In the event the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.
- (4) In the event the end user customer served by the Customer by Voice-Data WBITS terminates local exchange service provided by the Company, the Company will terminate provision of WBITS Service to the Customer for the line serving the end user customer. It is the responsibility of the Customer to inform its end user customers that the Customer's service to the end user customer will be terminated immediately in the event of cancellation by the end user customer of local exchange service provided by the Company or termination of local exchange service by the Company, whether temporary or permanent, for any lawful reason.

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2.8 Billing Disputes

If Customer believes Customer has been billed by the Company in error, Customer must contact the Company within 60 days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than 60 days old at the time Customer notifies the Company. Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. Customer must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify Customer that all or a portion of the disputed amount is still owed. Customer will be required to pay such amount within 15 days thereafter, and if Customer fails to pay this amount within the time required, Customer's account will be deemed past due and unpaid and Customer's Service subject to termination under Section 2.6 above. Any payments Customer withholds pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

2.9 Limitations

2.9.A WBITS ADSL Limitations.

WBITS ADSL Access Service is available as two service options as described in Section 3.2, following. Where suitable facilities exist, the Company will offer WBITS ADSL Access Service at the following maximum upstream (i.e., from the customer's equipment up to the DSL Access Service Connection Point) and downstream (i.e., from the DSL Access Service Connection Point down to the customer's equipment) speeds:

- (1) 512 kbps upstream/6 Mbps downstream in compliance with the requirements specified in Technical References

ANSI T1.413-1998,
ITU-T G.983.1-January 2005,
ITU-T G.983.2-July 2005,
ITU-T G.983.3-March 2001,
ITU-T G.983.4-November 2001,
ITU-T G.984.1-March 2008,
ITU-T G.984.2-March 2003,
ITU-T G.984.3-March 2008,
ITU-T G.984.4-February 2008,
ITU-T G.992.1-June 1999,
ITU-T G.992.2-June 1999,
ITU-T G.992.3-January 2005,
ITU-T G.992.4-July 2002,
ITU-T G.992.5-January 2005,
ITU-T G.993.1-June 2004,
ITU-T G.993.2-February 2006,

and/or IEEE Std. 802.3-2005, Part 3, Section 5, Clauses 56 through 67, unless otherwise specified.

- (2) 1 Mbps upstream/6 Mbps downstream in compliance with the requirements specified in Technical References.

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ITU-T G.983.1-January 2005,
ITU-T G.983.2-July 2005,
ITU-T G.983.3-March 2001,
ITU-T G.983.4-November 2001,
ITU-T G.984.1-March 2008,
ITU-T G.984.2-March 2003,
ITU-T G.984.3-March 2008,
ITU-T G.984.4-February 2008,
ITU-T G.992.1-June 1999,
ITU-T G.992.3-January 2005,
ITU-T G.992.4-July 2002,
ITU-T G.992.5-January 2005,
ITU-T G.993.1-June 2004,
ITU-T G.993.2-February 2006,
and/or IEEE Std. 802.3-2005, Part 3, Section 5, Clauses 56 through 67, unless otherwise specified.

- (3) 3 Mbps upstream/15 Mbps downstream in compliance with the requirements specified in Technical References.

ITU-T G.983.1-January 2005, (N)
ITU-T G.983.2-July 2005,
ITU-T G.983.3-March 2001,
ITU-T G.983.4-November 2001,
ITU-T G.984.1-March 2008,
ITU-T G.984.2-March 2003,
ITU-T G.984.3-March 2008,
ITU-T G.984.4-February 2008, (N)
ITU-T G.992.5-January 2005, (M)
ITU-T G.993.1-June 2004, (N)
ITU-T G.993.2-February 2006,
and/or IEEE Std. 802.3-2005, Part 3, Section 5, Clauses 56 through 67.

- (4) 5 Mbps upstream/50 Mbps downstream in compliance with the requirements specified in Technical References.

ITU-T G.983.1-January 2005,
ITU-T G.983.2-July 2005,
ITU-T G.983.3-March 2001,
ITU-T G.983.4-November 2001,
ITU-T G.984.1-March 2008,
ITU-T G.984.2-March 2003,
ITU-T G.984.3-March 2008,
ITU-T G.984.4-February 2008,
ITU-T G.993.1-June 2004
ITU-T G.993.2-February 2006,
and/or IEEE Std. 802.3-2005, Part 3, Section 5, clauses 56 through 67.

These peak speeds are not guaranteed by the Company due to factors that may affect the actual speeds delivered, including the WBITS ADSL Access Service customer's distance from the Company Serving Wire Center, condition of the existing exchange service facilities, and any capacity limitations in the TSP's network design.

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2.9.B WBITS SDSL Limitations.

WBITS SDSL Access Service is available as two service options as described in Section 3.2 following. Peak speeds are not guaranteed by the Company due to factors that may affect the actual speeds delivered, including the WBITS SDSL Access Service customer's distance from the Company Serving Wire Center, condition of the existing local exchange service facilities, and any capacity limitations in the TSP's network design. The Company does not provide CPE in conjunction with the WBITS SDSL Access Service offering. WBITS SDSL Access Service may not be used in conjunction with multi-point Special Access Service configurations.

- (1) WBITS SDSL Access Service will be furnished where suitable facilities exist as determined by the Company. The Company will identify its SDSL-equipped Serving Wire Centers, DSL Access Service Connection Point Serving Wire Centers, and, if applicable, DSL Transport Hub Serving Wire Centers in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff FCC No. 4. WBITS SDSL Access Service will be provided over existing Company local exchange service facilities. When the customer orders the WBITS SDSL Voice-Data option, the rates and regulations for WBITS SDSL Access Service are in addition to any rates and regulations that apply for the associated local exchange service line provided under the terms and conditions in the Company's general and/or local exchange service tariffs. The Company will automatically disconnect the WBITS SDSL Access Service Voice-Data option when the associated local exchange service line is disconnected for any reason.
- (2) Rates and regulations for interstate Special Access Services or Public Packet Data Network Services, provided under NECA Tariff FCC No. 5 will apply for the access service(s) provided between the CDP and the Company's DSL Access Service Connection Point.

3. **Description of Service**

3.1 **General**

Wireline Broadband Internet Transport Service ("WBITS") enables data traffic generated by a Customer-provided modem to be transported from the premises of the Company's end user customer to the Company's DSL Access Service Connection Point using the Company's local exchange service facilities. A DSL Access Service Connection Point is an interconnection point designated by the Company at which the Customer may interconnect WBITS ADSL Access Services or WBITS SDSL Access Services provided by the Company under the Agreement and Rates, Terms and Conditions with transmission facilities ordered by the Customer under the Company's offerings under NECA Tariff FCC No. 5. The DSL Access Service Connection Point aggregates WBITS data.

3.1.A DSL Access Service Connection

The Company offers transport of Network Service Provider traffic between the Network Service Provider's designated premises and the DSL Access Service Connection Point through transport offerings under regulations in NECA Tariff FCC No. 5, are listed at Section 2.1.A above, and depend on technical capability notwithstanding listing in NECA Tariff FCC No. 5.

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3.1.B Designated End User Premises

The Company's WBITS allows Customers to establish broadband Internet connections to the Customer's designated end user customer premises.

The connection speed or "sync rate" is between the Network Interface Device ("NID") at the Customer's designated end user customer premises and the packet-mode data modem equipment. Actual data transfer or throughput may be lower than the sync-rate due to Internet congestion, server or router speeds, protocol overheads, end user use of multiple applications and other factors that may not be under the Company's control.

WBITS will be provided by the Company subject to the availability and limitations of Company wire centers and outside plant facilities.

3.2 WBITS Service Classes and Options

3.2.A WBITS Service Classes

WBITS is provided by the Company based on Asymmetric Digital Subscriber Line Access Service ("ADSL") and Symmetric Digital Subscriber Line Access Service ("SDSL").

3.2.B WBITS Service Options

Each WBITS Service Class is available under two Service Options, Voice-Data WBITS or Data-Only WBITS.

3.3 WBITS Provisioning

3.3.A Responsibility of the Company

- (1) WBITS will be provisioned over existing Company local exchange service lines or copper facilities.
- (2) The Company will determine if the associated local exchange service line or copper facilities are suitable for use with the WBITS Class and Option ordered by the Customer. Service will not be provided on lines that are not suitable for WBITS or on lines that produce interference with other services provided by the Company.
- (3) The Company will provision and maintain WBITS for the Customer between the NID at the Customer's designated end user customer premises and the Customer's Special Access High Capacity DSL Access Connection Point.
- (4) The Company reserves the right to temporarily interrupt WBITS for wire center or network maintenance, software updates, and in emergency situations.

3.3.B Responsibility of the Customer

- (1) The Customer is responsible for obtaining and installing compatible Customer end

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user CPE (DSL modems and/or routers) used for connection to Company WBITS.

- (2) The Customer is responsible for ensuring the continuing compatibility of CPE at the end user premises. The Customer and/or end user shall be responsible for any expenses incurred for required changes to Customer and/or end user equipment or facilities in order to make such equipment or facilities compatible with Company WBITS.
- (3) The Customer is responsible for providing the Company with the necessary information to provision the WBITS to its end user customers.
- (4) The Customer ordering WBITS on behalf of its end user customers must obtain and maintain record of a letter of agency authorizing the Customer to act as the agent of the end user subscriber. Upon request from the Company, the Customer will provide the Company with a copy of the letter of agency.
- (5) The Customer must have connectivity to the Company's Special Access Service or Public Packet Data Network Service where the Customer chooses to purchase WBITS. The rates and charges for Special Access High Capacity Service or Public Packet Data Network Service pursuant to NECA Tariff FCC No. 5 are in addition to the rates and charges for WBITS as set forth in these Rates, Terms and Conditions.
- (6) The Customer will obtain the appropriate authorization to allow the Company's employees or agents to enter the Customer's designated end user customer premises at any reasonable hour for the purpose of installing, inspecting, repairing or removing the NID or drop associated with WBITS.
- (7) The Customer is responsible for providing all customer support, marketing, billing, ordering and repair to and for its end users.
- (8) The Customer is responsible for all dealings with its end user customers.
- (9) The Customer shall at all times be the Company's customer of record with respect to all Services purchased hereunder and shall be responsible for payment to Company. Customer retains all responsibility for billing its end user customers and for any claim an end user customer may make concerning unauthorized billing.

3.4 Rate Regulations

3.4.A Rate Elements

There are two types of rates and charges applicable to WBITS. These rates are a monthly WBITS line rate and a nonrecurring charge.

(1) Monthly WBITS Line Rates

The monthly WBITS Line Rate applies each month or fraction thereof for each local exchange service line equipped with WBITS.

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For purposes of application of the Monthly WBITS Line Rate, WBITS may be ordered under any of the following options that are offered by the Company as indicated.

Monthly Rates Without Discount - Customers may order WBITS at a monthly rate without discount. Monthly rates apply without any volume or term commitment. There is no minimum period for WBITS.

WBITS Wholesale Pricing Plan ("WPP") Customers may order WBITS under WBITS Wholesale Pricing Plan ("WPP") Rates under the WPP terms and conditions described below.

(2) Nonrecurring Charges

A nonrecurring charge applies for each WBITS Access Line (including all Classes and Options) ordered by the Customer for the installation of WBITS. The nonrecurring charge will be waived for each new WBITS Access Line ordered when the Customer commits to retain the WBITS Access Line for a minimum period of 12 months following installation of service. If the WBITS Access Line is disconnected for any reason prior to the end of the 12-month minimum commitment period, other than for:

- a discontinuance of service within the first 30 days of service as described below, or
- a discontinuance of service due to a fire, flood or other occurrence as described below;

the Company will bill the Customer a prorated amount equal to 1/12 of the waived nonrecurring charge for each full month remaining in the unsatisfied commitment period. For example, if the Customer discontinues service during the ninth month of its commitment period, the Customer would be billed an amount equal to 3/12ths of the previously waived nonrecurring charge.

Except as otherwise specified in this section following, changes to an existing WBITS Access Line will be treated as a discontinuance of the existing service and an installation of a new service. Such changes include a change of WBITS Class, change of WBITS Option or a change of service level speed. A nonrecurring installation charge will apply per WBITS Access Line for this work activity.

For an WBITS Access Line for which Customer disconnects service within the first 30 days following installation, the Company will not bill the Customer for a previously waived nonrecurring charge provided: 1) the Customer had not previously had WBITS at the same location within the 30 days immediately prior to installing service and 2) the WBITS Access Line is disconnected by no later than the first business day following the 30th day after service was installed. When a Customer disconnects a WBITS Access Line prior to the expiration of the 12-month minimum commitment for the WBITS Access Line as a result of acts of God, fires, flood or

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other catastrophes, the Company will not bill the previously waived nonrecurring charge.

The following administrative changes will be made without charge to the customer:

- Change of end user customer premises address when the change of address is not a result of physical relocation of equipment,
- Change of the associated local exchange service line over which Voice-Data WBITS Access Line is provided when there is no physical relocation of the WBITS involved,
- Change in billing data (name, address or contact name or telephone),
- Change of billing account number,
- Change of agency authorization that requires no changes to the Company's network,
- Change in the Customer's existing IP address, and
- Change of customer contact name or telephone number.

The nonrecurring installation charge will not apply to restore a WBITS Access Line that was temporarily suspended by the Company for non-payment of charges.

3.4.B Changes

All changes to existing WBITS (e.g., a change of Network Service Provider and restoration of the WBITS following a disconnect for non-payment of charges and/or a disconnect of the associated local exchange service line for any reason), will be treated as a discontinuance of the existing service and an installation of a new service. A nonrecurring installation charge will apply per WBITS line for this work activity. No charges will be assessed for changes in speed or changes from one Service Class to another Service Class.

The following administrative changes will be made without charge to the Customer:

- Change of customer designated premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address or contact name or telephone),
- Change of billing account number,
- Change of agency authorization that requires no changes to the Company's network,
- Change of Customer contact name or telephone number, and
- Change of jurisdiction.

3.4.C Line Conditioning

Line conditioning is available, at no charge, and may be required if the facility will not accommodate WBITS technology. This may include, but is not limited to, the removal of load coils, bridge taps and/or repeaters. The Company does not warrant that line conditioning will permit the provision of WBITS technology.

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3.4.D Minimum Period

Unless subject to a term commitment, the minimum period for which WBITS is provided to a Customer and for which charges are applicable is one (1) month.

3.4.E Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the Customer designated end user customer premises
- The Customer's designated end user customer premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

(1) Moves within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements.

(2) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

3.4 F Additional Bandwidth

Customers with Ethernet transport connections to the Company's DSL Access Connection Point provided by the Company pursuant to NECA Tariff FCC No. 5 may order Multi-Media Virtual Circuit Channel ("MM-VCC") services between its CDP and the premises of its end user customer on an Individual Case Basis, provided such end user customer's premises is equipped with WBITS ADSL Service provided by the Company to the Customer under these Rates, Terms and Conditions.

3.4.G Individual Case Basis (ICB) Offerings

The Company will enter into individual case basis pricing arrangements for all term and volume commitment discounts involving more than 5,000 lines. The terms and conditions of these Rates, Terms, and Conditions will apply to all services subject to the ICB agreement at the agreed to rates for the respective volumes and speeds. The Customer and the Company will execute an Agreement establishing the volume commitment and rates and incorporate by reference these Rates, Terms, and Conditions.

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3.5 WBITS Wholesale Pricing Plan

3.5.A General

The Services offered under the WBITS Wholesale Pricing Plan (“WBITS WPP”) are provided at wholesale rates to the Customer under the conditions listed below.

- (1) The Customer purchases WBITS ADSL and/or SDSL Access Service for the purpose of combining these telecommunications services with its own information service(s) to create a new retail service for sale to its end user Customer(s).
- (2) In addition to the obligations previously specified in this document, the Customer assumes the following obligations:
 - (A) The Customer will deal directly with its end user customers with respect to all matters pertaining to the service provided, including marketing, sales, ordering, installation, maintenance, trouble reporting, repair, billing and collections. The Customer will not direct its end users to contact the Company for any aspect of the service the Customer provides.
 - (B) The Customer will submit orders for WBITS to the Company in a format and manner designated by the Company.
 - (C) The Customer will obtain the appropriate authorization to allow the Company to provision WBITS ADSL and/or SDSL Voice-Data Access Service over the Customer’s end user’s existing telephone exchange service line.

When the Customer purchases WBITS under the ADSL and/or SDSL WPP, the rates and charges in Section 4.1. following, will apply.

Services provided under the WBITS WPP are available under a WBITS WPP Monthly Plan at the rates and charges specified in Section 4.1., following, or under a WBITS WPP Term Plan also described in Section 4.1., below, at the rates and charges specified. A Customer with a WBITS WPP Term Plan cannot also have a WBITS WPP Monthly Plan as all WBITS ADSL and/or SDSL Access Service lines within the Company’s study area are included in the DSL WPP Term Plan.

An Access Order Charge will not apply:

- To establish a new WBITS WPP Monthly Plan, WBI. - To convert from an existing WBITS WPP Monthly Plan to a WBITS WPP Term Plan and vice versa.
- To terminate an existing WBITS WPP Monthly Plan, WBITS WPP Term Plan.

A monthly charge applies for each WBITS ADSL and/or SDSL Access Service line covered under the WBITS WPP. A nonrecurring charge applies for the installation of each WBITS ADSL and/or SDSL Access Service line under the WBITS WPP.

The Company will convert in-service WBITS ADSL and/or SDSL Access

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Service lines originally purchased under the provisions specified in this document preceding, to the WBITS WPP, provided the Customer obtains written authorization from its end users authorizing such conversions, where necessary. Per line nonrecurring charges specified in Section 4.1, following, do not apply to the conversion of in-service WBITS ADSL and/or SDSL Access Lines to a WBITS WPP.

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4. Rates and Charges

4.1 WBITS Monthly/Term Recurring and Nonrecurring Charges

4.1.A WBITS ADSL Line Charges

WBITS ADSL Monthly Line Charges

Voice-Data/ Data-Only Options	Speed		Monthly Rate	Nonrecurring Charge
	Up-Stream	Down-Stream		
Data-Only	256 kbps	384 kbps	\$20.90	\$185.00
Data-Only	384 kbps	768 kbps	\$26.97	\$185.00
Data-Only	512 kbps	1.5 Mbps	\$32.50	\$211.00

4.1.B WBITS SDSL Line Charges

WBITS SDSL Monthly Line Charges

Voice-Data/ Data-Only Options	Speed		Monthly Rate	Nonrecurring Charge
	Up-Stream	Down-Stream		
Data-Only	384 kbps	384 kbps	\$20.45	\$185.00
Data-Only	768 kbps	768 kbps	\$25.50	\$185.00
Data-Only	1.5 Mbps	1.5 Mbps	\$30.95	\$211.00

*SDSL rates may not be available in all areas.

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