

DIGITAL SUBSCRIBER LINE SERVICE PRICE LIST

**DIGITAL SUBSCRIBER LINE (DSL)
PRICE LIST**

REGULATIONS, RATES, AND CHARGES

**Applying to the Provision of DSL Service
for Customers of
Millry Telephone Company, Inc.**

This DSL Price List does not include Internet Access, Content or any connections beyond the Telephone Company's Central Office

Issued: June 27, 2018

Effective: July 1, 2018

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EXPLANATION OF ABBREVIATIONS

ADSL	-	Asymmetric Digital Subscriber line Access Service
CO	-	Central Office
CDP	-	Customer Designated Premises
DSL	-	Digital Subscriber Line
DSLAM	-	Digital Subscriber Line Access Multiplexer
ETS	-	Ethernet Transport Service
ISP	-	Internet Service Provider
kbps	-	kilobits per second
LAN	-	Local Area Network
Mbps	-	Megabits per second
MM-VCC	-	MultiMedia Virtual Circuit Channel
NIC	-	Network Interface Card
NID	-	Network Interface Device
SDSL	-	Symmetric Digital Subscriber Line
SWC	-	Serving Wire Center
VPCP	-	Volume Pricing Commitment Plan

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1. General

1.1 Application of Rates, Terms and Conditions of Service

- 1.1.1 This Price List contains the rates, terms and conditions applicable to the provision of Wireline Broadband Internet Transport Services (WBITS), hereinafter collectively or individually referred to as "Service", by Millry Telephone Company, Inc. , hereinafter referred to as the "Telephone Company," and incorporates by reference the applicable terms and conditions of Service set forth in the Customer's Service Application, and the Telephone Company's Price List, Tariff and/or Customer Service Agreement. In the event of a conflict between these terms and conditions and those of the incorporated documents, the terms and conditions of this Price List will control.
- 1.1.2 Service is furnished 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 available to Network Service Providers, as defined following, for connection to end user Customers.
- 1.1.3 The Telephone Company offers Service where technically feasible within its incumbent local exchange carrier (ILEC) exchange boundaries. The Telephone Company's serving areas are identified as a study area with a distinct Study Area Code of 250304 and FCC Filer I.D. 803640.
- 1.1.4 As set forth in this Price List, the provision of such Service (by the Telephone Company) does not constitute a shared undertaking with the Customer for the furnishing of any service.
- 1.1.5 The Telephone Company may, from time to time, at its sole discretion, modify the Rates, Terms and Conditions of Service. Any modifications will become effective thirty (30) days after both 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 and posting such revised Rates, Terms and Conditions on the Telephone Company's Internet website.
- 1.1.6 Service is furnished subject to the availability of facilities and transmission, atmospheric and like conditions. By accepting Service from the Telephone Company, the Customer accepts these Rates, Terms and Conditions as a binding agreement between the Customer and the Telephone Company.

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1. General – (Cont'd)

1.2 Definitions

Certain terms used herein are defined as follows:

Asymmetric Digital Subscriber Line (“ADSL”) Access Service

Asymmetric Digital Subscriber Line (ADSL) Access Service enables data traffic generated by a Customer-provided modem to be transported to a DSL Access Service Connection Point using the Telephone Company's local exchange service facilities.

Customer(s)

The term “Customer(s)” denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the Services offered under this Price List. As set forth herein, a Customer is responsible for the payment of charges and for compliance with all applicable terms of the regulations, rates and charges.

Customer Designated Premises

The term “Customer Designated Premises” denotes the premises specified by the Customer for the provision of Service.

Customer Provided Equipment

The term “Customer Provided Equipment” denotes the terminal equipment or facilities provided by persons other than the Telephone Company and connected to the Telephone Company's Services and/or facilities.

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.

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1. General – (Cont'd)

1.2 Definitions – (Cont'd)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.

Ethernet

The term “Ethernet” denotes a high speed networking technology utilizing a packet-based Ethernet protocol. Ethernet enables broadband multimedia traffic (i.e., voice, data and video) to be carried over the same network.

Federal Universal Service Charge (“FUSC”)

The Federal Universal Service 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.

Incumbent Local Exchange Carrier

The term “Incumbent Local Exchange Carrier” (“ILEC”) denotes the same meaning as section 251(h) of the Communications Act, as amended, 47 U.S.C. § 251(h)(1).

Internet Protocol (IP)

Internet Protocol (“IP”) is the protocol or industry standard method by which data is sent from one computer to another on the Internet.

Internet Service Provider (ISP)

An Internet Service Provider (“ISP”) is an organization that supplies access to the Internet.

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1. General – (Cont'd)

1.2 Definitions – (Cont'd)National Exchange Carrier Association (“NECA”) Tariff F.C.C. No.5

The National Exchange Carrier Association (“NECA”) Tariff F. C. C. No. 5 is the interstate access tariff filed by NECA on behalf of its members.

Network Service Providers

Internet Service Providers (ISPs) or Network Service Providers supply retail services to end user customers based on transmission of data through the use of Internet Protocol (IP).

Rates, Terms and Conditions

The term “Rates, Terms, and Conditions” denotes this document in its entirety, comprising the rates, terms, and conditions applicable to the provision of Service to Customer(s) by the Telephone Company.

Service

The term “Service” denotes the offerings of the Telephone Company comprising Wireline Broadband Internet Transport Service (“WBITS”).

Service Application

The term “Service Application” denotes a standard order form which includes all necessary billing, technical, and other pertinent information which will enable the Telephone Company to provide the Service as required.

Symmetric Digital Subscriber Line (“SDSL”) Access Service

Symmetric Digital Subscriber Line (“SDSL”) Access Service provides the Customer the ability to transmit data to (upstream rate) and receive data from (downstream rate) a DSL Access Service Connection Point at the same speed using the Telephone Company's existing local exchange service facilities.

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DIGITAL SUBSCRIBER LINE SERVICE PRICE LIST

1. General – (Cont'd)

1.2 Definitions – (Cont'd)

Telephone Company

The term “Telephone Company” denotes Millry Telephone Company, Inc. and its affiliates, unless the context indicates otherwise.

Wireline Broadband Internet Transport Service (“WBITS”)

Wireline Broadband Internet Transport Service (“WBITS”) is an access data technology service that provides high-speed connections to the Telephone Company's end user Customers over existing local exchange service facilities for provision of broadband services employing Internet Protocol (“IP”).

DIGITAL SUBSCRIBER LINE SERVICE PRICE LIST

2. Terms and Conditions

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this Price List.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the Services it provides.
- (C) The Telephone Company will, for maintenance purposes, test its Service only to the extent necessary to detect and/or clear troubles.
- (D) The Telephone Company does not warrant that its facilities and Services meet standards other than those set forth in this Price List.

2.1.2. Limitations

- (A) The Services are offered subject to the availability of facilities and the other provisions of these regulations, rates and charges.
- (B) The Telephone Company is providing only facilities and services associated with such facilities (as outlined in this document) to the Customer for communications purposes.
- (C) The Telephone Company maintains the right to deny Service to any Customer which fails to abide by the rules and regulations of these terms, rates and charges, or other applicable regulations, rules, or laws.

2.2 Obligations of the Customer

- 2.2.1 The Customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this Price List caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of the Telephone Company facilities, or due to the malfunction of any facilities or equipment provided by entities other than the Telephone Company.

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2. Terms and Conditions – (Cont'd)

2.2 Obligations of the Customer – (Cont'd)

2.2.2 Damage to the Telephone Company's facilities caused by any negligence or willful act or acts on the part of the Customer shall result in the Customer reimbursing the Telephone Company for the damages.

2.2.3 The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Telephone Company's Services; and any other claim resulting from any act or omission of the Customer in the use of the Telephone Company's facilities.

2.2.4 In the event a suit is brought by the Telephone Company, or an attorney is retained by the Telephone Company to enforce the Rates, Terms and Conditions or collect any bill 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 Telephone Company in connection therewith.

2.3 Liabilities of the Telephone Company

2.3.1 Except as stated in this Section 2.3, the Telephone 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.

(A) The liability of the Telephone Company for damages shall not exceed an amount equal to the charges under the Rates, Terms and Conditions applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Telephone Company.

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2. Terms and Conditions – (Cont'd)

2.3 Liabilities of the Telephone Company – (Cont'd)

(B) The Telephone Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Telephone Company, or of any department, agency, commission, bureau, corporation, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

(C) The Telephone Company shall not be liable for (a) any act or omission of any entity furnishing the Telephone Company or the Telephone Company's Customers facilities or equipment used for interconnection with the Services; or (b) for the acts or omissions of other Common Carriers or warehousemen. The Telephone Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits(A) Deposits

In order to safeguard its interests, the Telephone Company may require a Customer to make a suitable deposit in an amount to be determined by the Telephone Company as a guarantee of the payment of charges. Such deposit may be required prior to establishing Service or at any time after the provision of Service to the Customer.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.1 Payment of Rates, Charges and Deposits – (Cont'd)(A) Deposits – (Cont'd)

Such deposit will not exceed the estimated rates and charges for the Service for a three (3) month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At the Telephone Company's option, as the provision of the Service to the Customer is terminated, the amount of the deposit will be refunded or credited to the Customer's account, and any credit balance which may remain will be refunded.

In case of a cash deposit, for the period the deposit is held by the Telephone Company, the Customer could receive interest. The interest will be accrued for the period during which the deposit is held by the Telephone Company. The amount of interest calculated will be at the Telephone Company's discretion and will be representative of reasonable industry or economic interest bearing standards.

A deposit does not relieve the Customer from making advance payments or from complying with the Telephone Company's regulations for the payment of bills in accordance with the terms herein and does not constitute a modification or waiver of the regulations of the Telephone Company providing for the discontinuance of Service for nonpayment of any sums due the Telephone Company for Services rendered.

(B) Description of Payment and Billing Period

Service is provided and billed on a monthly basis in advance to the month of Service. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Telephone Company.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.1 Payment of Rates, Charges and Deposits – (Cont'd)(C) Proration of Charges

Adjustments for the quantities of Services established or discontinued in any billing period beyond the minimum period set forth in this Price List will be assessed if the service is active on the last date of the bill cycle period. The Telephone Company will, upon request, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

(D) Payment Dates and Late Payment Penalties

- (1) Payment will be due as specified on the Customer's bill. 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 Telephone Company's discretion for nonpayment of amounts due the Telephone Company past the due date, as specified in Section 2.4.1.D.1.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.1 Payment of Rates, Charges and Deposits – (Cont'd)(E) Taxes and Other Charges

In addition to payment for Services, the Customer must pay all taxes, fees, surcharges and other charges that the Telephone Company bills the Customer related to the Service(s). Taxes, fees, and surcharges will be billed to the Customer in the amounts that the federal, state, and local authorities require the Telephone Company to charge. The Telephone Company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such charges shall be shown separately on the bill. The Customer is responsible for all other charges or payments (state, interstate, or local) made to the Telephone Company or any other entity associated with providing the Service, or any other connections that may be required that do not fall within this Price List.

(F) Billing Disputes

- (1) A good faith dispute requires the Customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the Customer's bill, or, when available, by accessing such information on the Telephone Company's website, also shown on the Customer's bill. Such claim must identify in detail the basis for the dispute, and if the Customer withholds the disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Telephone Company to investigate the merits of the dispute.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.1 Payment of Rates, Charges and Deposits – (Cont'd)(F) Billing Disputes – (Cont'd)

- (2) Customer must contact the Telephone Company within sixty (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 sixty (60) days old at the time the Customer notifies the Telephone Company.
- (3) Customer may withhold the disputed portion of the bill pending resolution of the dispute, however, all non-disputed charges on the bill must be paid by the due date indicated on that bill.
- (4) The Telephone Company will notify the Customer of the results of its inquiry and either adjust the billing, issue a credit, or notify the Customer that all or a portion of the disputed amount is still owed. Within fifteen (15) days thereafter, the Customer is required to pay the amount due.
- (5) If Customer fails to pay this amount within the required time, the Customer's account will be deemed past due and unpaid, and the Service will be subject to termination, as described previously in this section. Any payments the Customer withholds pending resolution of the dispute may be subject to a late payment charge at the interest rate set forth in Section 2.4.1.D.1 above and applied to past due amounts.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.2 Credit Allowance for Service Interruptions

- (A) 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.
- (B) 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.
- (C) 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.
- (D) Only those portions of the Service or equipment operation disabled will be credited.
- (E) 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 the Telephone Company's 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 Telephone 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.

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2. Terms and Conditions – (Cont'd)

2.5 Executed Agreements

The Telephone Company and the Customer may execute an agreement (Agreement) setting forth, based on the Customer's application of service, the specific services available under the regulations, rates and charges that the Customer is ordering, the terms and volume commitments the Customer is establishing, and the type and volume of service the Customer is ordering. The Agreement shall incorporate by reference the regulations, rates and charges which would be the current rates posted on the Telephone Company's website or delivered to the Customer via United States Postal Service.

3. Federal Universal Service Charge3.1 Federal Universal Service Charge

The Federal Universal Service Charge ("FUSC") recovers the Telephone Company's contribution to various federal universal service funds. The Telephone Company will apply a surcharge factor each month to the billed charges for DSL services provided to end users from this Price List.

FUSC will not apply to DSL Services purchased by Customers that resell these services to end users as part of an interstate telecommunications service and are required to contribute to the various federal universal service funds. In case of a dispute regarding whether the Customer is reselling services and contributing to the various federal universal service funds, the Telephone Company may require a signed certification to that effect from the Customer.

3.1.1 Rate Regulations

The Telephone Company will bill FUSC each month as described below. The FUSC Surcharge Factor is set forth in Section 5.1, following.

(A) FUSC Surcharge Factor

The Telephone Company will multiply the FUSC Surcharge Factor set forth in Section 5.1, following, against the end user's bill of interstate access services charges, which includes the DSL Services.

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4. Digital Subscriber Line Service4.1 General Regulations

- 4.1.1 DSL Services provide transmission services over local exchange service facilities that can be used for simultaneous voice and data communications. Service is provided, where available, between Customer Designated Premises ("CDP") and the designated Telephone Company's central office ("CO").
- 4.1.2 DSL Services use proprietary equipment to provide high-speed digital internet access, with a capability of 768 kbps upstream/4 Mbps downstream where technically feasible. The equipment consists of a Digital Subscriber Line Access Multiplexer (DSLAM) located in the CO and the corresponding remote "modem" unit located at the end user Customer's premises.
- 4.1.3 The Telephone Company will determine if the associated local exchange service line or facilities are suitable for use with the DSL Access Service option ordered by the Customer. Service will not be provided on lines that the Telephone Company determines are not suitable for DSL Access Service or on lines that produce interference with other services provided by the Telephone Company.
- 4.2 Where technically feasible, ADSL Access Service is available as two service options, i.e., ADSL Voice-Data and ADSL Data-Only.
- 4.2.1 The ADSL Voice-Data option provides transmission of data signals using the Telephone Company's existing local exchange service line at peak data transmission speeds capable of 768 kbps upstream and 4 Mbps downstream (where technically feasible), as determined by the Telephone Company and adjusted from time-to-time. Voice-Data option may be used for simultaneous voice and data communications.
- 4.2.2 The ADSL Data-Only option provides transmission of data signals using the Telephone Company's existing local exchange facilities at peak transmission speeds capable of 768 kbps upstream and 4 Mbps downstream (where technically feasible), as determined by the Telephone Company and adjusted from time-to-time. Data-Only option does not provide the ability to transmit voice communications.

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4. Digital Subscriber Line Service – (Cont'd)

4.3. Where technically feasible, SDSL Access Service is available as two service options, i.e., SDSL Voice-Data and SDSL Data-Only.

4.3.1 The SDSL Voice-Data option provides transmission of data signals at a peak data transmission speed of 4 Mbps (where technically feasible) using the Telephone Company's existing local exchange service line. This option may be used for simultaneous voice and data communications.

4.3.2 The SDSL Data-Only option provides transmission of data signals at a peak transmission speed of 4 Mbps (where technically feasible) using the Telephone Company's existing local exchange facilities. This option does not provide the ability to transmit voice communications.

4.4 Installation

4.4.1 Installation of DSL Services will be from the CO to the Network Interface Device ("NID"). If the Customer requires an adapter that includes a router, hub, firewall, other devices, or software, they may purchase it from any third party or from the Telephone Company.

4.4.2 Monthly charges for DSL Services are for the circuit and CO termination. Network Interface Card ("NIC") for the associated hardware or software is not included in the monthly charge.

4.4.3 If the Customer requires any special inside wiring, they may contract with the Telephone Company or any third party provider for that special wiring. Nonrecurring charges include the service order and Customer premises visit. They do not include any Customer premises wiring charges beyond the Protector.

4.4.4 During Telephone Company promotions or at the Telephone Company's discretion, the installation fee may be waived. Installation (non-recurring) charges are set forth in Section 5.2 following.

4.5 Conditions

The following conditions set forth by the Telephone Company are applicable for DSL Services provided by the Telephone Company:

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4. Digital Subscriber Line Service – (Cont'd)4.5 Conditions – (Cont'd)

- 4.5.1. The initial and minimum service period is one (1) month. If Service is disconnected prior to the end of the minimum service period, the Customer will be assessed all applicable monthly recurring rates for the remainder of the minimum service period.
- 4.5.2. Specified data access rates are the peak download rates available on the local loop segment of the facility. Peak speeds are not guaranteed by the Telephone Company due to factors that may affect the actual speeds delivered, including the Customer's distance from the Telephone Company's Serving Wire Center, the condition of the existing local exchange service facilities, and any capacity limitations in the telecommunications service provider's ("TSP") network design. The Telephone Company cannot guarantee effective throughput beyond the DSL circuit, for example, at an Internet Service Provider's ("ISP's") server or at a Local Area Network ("LAN") server.
- 4.5.3. Availability of the DSL Service is subject to facility limitations, including loop length and other network characteristics.
- 4.5.4. The Telephone Company does not provide Customer Premises Equipment (CPE) in conjunction with the DSL Access Service offering. The Customer is responsible for providing and maintaining all required CPE which is compatible with the DSL Service and complies with the applicable technical requirements.
- 4.5.5. DSL Access Service may not be used with multi-point Special Access Service configurations.
- 4.5.6. DSL Access Service will be provided over existing Telephone Company local exchange service facilities. When the customer orders the DSL Voice-Data option, the rates and regulations for that DSL 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 Telephone Company's general and/or local exchange service tariffs. The Telephone Company will automatically disconnect the DSL Access Service Voice-Data option when the associated local exchange service line is disconnected for any reason.

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4. Digital Subscriber Line Service – (Cont'd)**4.5 Conditions – (Cont'd)**

4.5.7 Rates and regulations for Special Access Services, Frame Relay Access Service, Asynchronous Transfer Mode Cell Relay Access Service and Ethernet Transport Service will apply for the access service(s) provided between the TSP's customer designated premises and the DSL Access Service Connection Point.

4.5.4 With thirty (30) days' notice, the provision of DSL Service may be withdrawn.

4.5.5 For any reason that the local exchange line is disconnected, the Telephone Company will automatically disconnect the DSL Service (this does not apply to Data Only Customers).

4.5.6 The Telephone Company has bundling prices available at its discretion.

4.5.7 A DSL Network Reconfiguration Charge applies when the DSL Service Customer requests the Telephone Company's network to:

(A) Accommodate a change in the DSL Service Customer's existing Internet Protocol (IP) address

(B) Limit the data speed delivered over the Customer's existing DSL Service line

The nonrecurring charge set forth in Section 5.2.D., following, applies for each request per DSL Service line.

4.6 Term Plan

The following conditions set forth by the Telephone Company are applicable for DSL Services provided under the Term Plan by the Telephone Company, in addition to the conditions in Section 4.5 preceding:

4.6.1. At the end of the Term Plan, the Customer may elect to establish a new Term Plan commitment, convert to the rates available under the Monthly Plan, or discontinue Service. The rates for all DSL Service lines will automatically be converted to the rates available under the Monthly Plan specified in Section 5.2.C.1, following, if the Customer does not make an election by the end of the Term Plan. An Access Order Charge will not apply to any election made by the Customer at the end of the Term Plan.

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4. Digital Subscriber Line Service – (Cont'd)4.6 Term Plan – (Cont'd)

4.6.2. A Customer may terminate a Term Plan without the application of a termination liability charge when the Customer replaces its original Term Plan commitment with a new Term Plan commitment, provided the length and pricing option of the new Term Plan commitment is of equal or greater length than the length of the original Term Plan commitment. An Access Order Charge will not apply when the Customer replaces an existing Term Plan with a new Term Plan commitment under this provision.

4.6.3 A Customer may terminate a Term Plan without the application of a termination liability charge if the Telephone Company increases the Term Plan monthly rates described in Section 5.2.C.2, following, during the term of the existing commitment. The Customer has ninety (90) days following such rate increase to notify the Telephone Company in writing of its intent to terminate its Term Plan under this section; otherwise, the increased rates will apply for the remainder of the commitment period.

4.6.4 If the Customer elects to terminate its Term Plan(s) prior to the end of the commitment period for any reason other than that specified in Section 4.5.2 or Section 4.5.3, preceding, a termination liability charge will apply. For each Term Plan terminated prior to the end of the commitment period, the Telephone Company will bill the Customer a charge equal to the monthly Term Plan Charge for its selected pricing option, as described in Section 5.2.C.2.a, following, multiplied by the number of months remaining in the commitment period.

Monthly Plan rates as described in Section 5.2.C.1, following, will apply to all in-service DSL lines following the early termination of a Term Plan.

4.7 MultiMedia Virtual Circuit Channel (MM-VCC)

Where suitable facilities exist, an Ethernet Transport Service ("ETS") (as defined in NECA Tariff No. 5) customer that requires the ability to send high speed multimedia transmissions may also order an ETS MM-VCC between its CDP and the premises of its end user customer, provided such end user customer's premises are equipped with ADSL Access Service provided by the Telephone Company under this Price List. ETS MM-VCCs are only available when the ETS customer's CDP, the ETS customer's end user premises and the

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4. Digital Subscriber Line Service – (Cont'd)4.7 MultiMedia Virtual Circuit Channel (MM-VCC) – (Cont'd)

Telephone Company's DSL Access Service Connection Point ("SWC") are all located within the serving territory of the Telephone Company. The ETS MM-VCC is available in increments of 10 Mbps (see Section 5.2.D following). A MM-VCC can only be ordered in conjunction with DSL Service provided in this Price List and in accordance with the physical bandwidth limitations of the Telephone Company's plant and network capabilities (as determined by the Telephone Company).

4.7.1 One-Way ETS MM-VCC enables the ETS customer to send high speed multimedia transmissions to its end user customer's premises, provided such end user customer's premises is equipped with ADSL Access Service provided by the Telephone Company under this Price List. One-Way ETS MM-VCCs are only available when the ETS customer's CDP, the ETS customer's end user customer's premises and the Telephone Company's DSL Access Service Connection Point SWC are all located within the serving territory of the Telephone Company.

4.7.2 Two-Way ETS MM-VCC enables the ETS customer to send to and receive from its end user customer's premises high speed multimedia transmissions, provided such end user customer's premises is equipped with ADSL or SDSL Access Service provided by the Telephone Company under this Price List. Two-Way ETS MM-VCCs are only available for use with an ADSL or SDSL Access Service having both upstream and downstream transmission capabilities of 10 Mbps or greater. The total transmission capacity for any ADSL or SDSL Access Service line using the Two-Way ETS MM-VCC option may not exceed 1 Gbps.

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5. Rates and Charges

5.1 Federal Universal Service Charge (FUSC)

Regulations concerning the Federal Universal Service Charge are set forth in Section 3.1 preceding.

FUSC Surcharge Factor Percentage
*

5.2 Digital Subscriber Line Service

(A) Asymmetric Digital Subscriber Line Access Service

	Monthly Rate	Nonrecurring Charge
<u>ADSL Line Charge</u>		
- Per Voice Data Option - 768 kbps / 4 Mbps	\$16.29	\$185.00
- Per Data-Only Option - 768 kbps / 4 Mbps	ICB	\$185.00
- 3 Mbps / 15 Mbps	ICB	\$185.00

(B) Symmetric Digital Subscriber Line Access Service

	Monthly Rate	Nonrecurring Charge
<u>SDSL Line Charge</u>		
- Per Voice Data Option - 4 Mbps	\$16.29	\$185.00
- Per Data-Only Option - 4 Mbps	ICB	\$185.00

* This percentage is calculated by the FCC and is updated on a quarterly basis. Effective July 3, 2018 the FUSC surcharge is no longer assessable to broadband transmission services.

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5. Rates and Charges – (Cont'd)

5.2 Digital Subscriber Line Service (Cont'd)

(C) Volume Pricing Commitment Plan (“VPCP”)

The Telephone Company offers a VPCP for multiple Customers per study area on the Discount Pricing Arrangement Plan.

Monthly Volume Commitment Level	Monthly Discount
1,000	5%
1,500	10%
2,000	15%

In any month in which the monthly volume commitment was not met, the Telephone Company will assess a shortfall charge of \$10.00 per line that falls below the commitment, in addition to the applicable billing for the in-service lines.

Upon providing thirty (30) days written notice to the Telephone Company, an existing VPCP Customer may increase the existing volume commitment when it establishes a new higher volume commitment level; the higher discount associated with the new commitment level will apply on a prospective basis for the balance of the VPCP commitment period. Downgrades from a higher volume commitment level to a lower volume commitment level upon thirty (30) days written notice to the Telephone Company are treated as a termination of the VPCP.

(D) ETS MultiMedia Virtual Circuit Channel (“MM-VCC”)
- Per 10 Megabyte Increments per line

	Monthly Rate	Nonrecurring Charge
MM-VCC (0 to 500 end users)		
One-Way	\$4.00	\$7.00
Two-Way	\$5.07	\$7.00
MM-VCC (501 to 999 end users)		
One-Way	\$3.00	\$7.00
Two-Way	\$4.00	\$7.00

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5. Rates and Charges – (Cont'd)5.2 Digital Subscriber Line Service (Cont'd)(D) ETS MultiMedia Virtual Circuit Channel ("MM-VCC") (Cont'd)
- Per 10 Megabyte Increments per line

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
MM-VCC (1000 to 2000 end users)		
One-Way	\$2.00	\$7.00
Two-Way	\$3.00	\$7.00
MM-VCC (2000+ end users)		
One-Way	\$0.00	\$0.00
Two-Way	\$0.00	\$0.00

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