

The Southern Kansas Telephone Company, Inc.  
WBITS Rates, Terms, and Conditions

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



A Twin Valley Company

**THE SOUTHERN KANSAS TELEPHONE COMPANY, INC.**

**Study Area Code ("SAC") Number 411833**

FOR SERVICES  
AS PROVIDED FOR HEREIN

# The Southern Kansas Telephone Company, Inc. WBITS Rates, Terms, and Conditions

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# The Southern Kansas Telephone Company, Inc. WBITS Rates, Terms, and Conditions

## 1. General --

### 1.1 Application of Rates, Terms and Conditions

1.1.A The Southern Kansas Telephone Company, Inc., is an incumbent local exchange carrier ("ILEC"), Study Area Code ("SAC") 411833 and FCC Form 499 Filer ID 807057, operating in the state of Kansas, 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 suitable facilities as determined by the Company 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 as, WBITS Asymmetric Digital Subscriber Line ("ADSL") Access Service and WBITS Consumer Broadband-only Loop ("CBOL") on a wholesale basis only.

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, on a common-carriage permissively detariffed basis.

1.1.E The Company offers Services where technically feasible within its ILEC exchange boundaries in the State of Kansas. For purposes of interstate services, including the provision of the Services under the Rates, Terms and Condition herein, the Company's serving area is identified as that geographic area identified as SAC 411833.

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 The Company may at its sole discretion modify the Rates, Terms and Conditions. Modification will be effective thirty (30) days after posting of revised Rates, Terms and Conditions on the Company's Internet web site.

### 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

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Line (“ADSL”)” denotes an access technology that allows voice and high-speed data to be sent simultaneously over the Company’s 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”**: The term “Application for Service” refers to a Company-provided standard order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide and bill the Service as required.

1.2.C **“Company”**: The term “Company” refers to The Southern Kansas Telephone Company, Inc., Study Area Code designation 411833 and FCC Form 499 Filer ID 807057, operating in the State of Kansas.

1.2.D **“Consumer Broadband-only Loop (“CBOL”)**”: The term “Consumer Broadband-only Loop (“CBOL”)” refers to a high-speed data access service that is made available to Network Service Providers for connection to the Company’s end user over existing company local exchange facilities for the provision of broadband services employing Internet Protocol. CBOL is provided without Company-provided local exchange switched voice service to the customer premises.

1.2.E **“Customer”**: The term “Customer” refers to any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which applies for and utilizes the Services provided by the Company. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with the Rates, Terms and Conditions as provided for herein. As referred to herein, the Customer has the sole relationship with the “end user” that ultimately utilizes the ISP service offered by the Customer.

1.2.F **“Customer Premises Equipment (“CPE”)**”: The term “Customer Premises Equipment (“CPE”)” refers to 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.

1.2.G **“Digital Subscriber Line (“DSL”) Access Service Connection Point”**: The term “Digital Subscriber Line (“DSL”) Access Service Connection Point” refers to the 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. Access Service Connection Points are designated in NECA’s Tariff FCC No. 4. Associated rates are billed per NECA’s Tariff FCC No. 5 and the Company will work with the Customer to identify all such applicable rates based on the Customer’s service request.

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1.2.H **“Ethernet”**: The term “Ethernet” denotes a high-speed networking technology utilizing a packet-based Ethernet protocol. Ethernet enables broadband multimedia traffic (*i.e.*, data and video) to be carried over the same network. Associated rates are billed per NECA’s Tariff FCC No. 5 and the Company will work with the Customer to identify all such applicable rates based on the Customer’s service request.

1.2.I **“Federal Universal Service Charge (“FUSC”)**: The term “Federal Universal Charge (“FUSC”)” refers to 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. Associated rates are billed per NECA’s Tariff FCC No. 5 and the Company will work with the Customer to identify all such applicable rates based on the Customer’s service request.

1.2.J **“Incumbent Local Exchange Carrier (“ILEC”)**: The term “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)) and is defined to mean, “with respect to an area, the local exchange carrier that--(A) on the date of enactment of the Telecommunications Act of 1996, 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 term “Internet” refers to “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 term “Internet Protocol (“IP”)” refers to the industry standard transmission method or protocol by which data is sent from one computer to another via the Internet.

1.2.M **“Internet Service Provider (“ISP”)**: The term “Internet Service Provider (“ISP”)” refers to an organization that provides access to the Internet. The ISP provides the username, password and customer service to the end user Internet customer.

1.2.N **“NECA Tariff FCC No. 5”**: The term “NECA Tariff FCC No. 5” refers to the interstate access

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tariff filed by the National Exchange Carrier Association, Inc. (“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”**: The term “kbps” refers to the industry recognized abbreviation for “kilobits per second” which, in turn, is 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”**: The term “Mbps” refers to the industry recognized abbreviation for “megabits per second” indicating a data transfer speed of one million bits per second.

1.2.Q **“Multi-Media”**: The term “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 term “Network Interface Device (“NID”)” refers to 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. The NID 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”**: The term “Network Service Providers” refers to an ISP or Multi-Media Provider which provides retail services to end users based on transmission of data through use of Internet Protocol.

1.2.T **“Optical Network Terminal (“ONT”)**”: The term “Optical Network Terminal (“ONT”)” refers to a device that resides at the end user premises end of the passive optical network (“PON”). The ONT provides the interface between the network and the end user’s equipment.

1.2.U **“Rates, Terms and Conditions”**: The term “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”**: The term “Services” comprises the Wireline Broadband Internet Transport Service (“WBITS”) offerings on a wholesale basis only by the Company under these Rates, Terms and Conditions.

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1.2.W **“Study Area”**: The term “Study Area” refers to the geographic segment of an ILEC’s telephone operations and the Company corresponds to its ILEC service territory within the State of Kansas for which NECA has assigned a six-digit study area code (“SAC”) with the number 411833.

1.2.X **“Telecommunications”**: The term “Telecommunications” refers to the transmission of voice communications or, subject to the transmission capabilities of the sSrvice, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

1.2.Y **“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.

1.2.Z **“Wire Center”**: The term “Wire Center” refers to 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.Z.1 **“Wireline Broadband Internet Transport Service (“WBITS”)**: The term “Wireline Broadband Internet Transport Service (“WBITS”)” refers to a high-speed data access service that is made available to Network Service Providers for connection to the Company’s end users over existing company local exchange facilities for provision broadband services employing Internet Protocol. WBITS may be provided either as WBITS ADSL or WBITS CBOL.

## 2. Terms and Conditions

### 2.1 Undertaking of the Company

#### 2.1.A Scope

(1) The Company makes Services available to Network Service Providers. Services are subject to the requirements of the Customer as provided for in these Rates Terms and Condition and the provisioning activities as outlined in these Rate, Terms and Conditions.

(2) 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 Service Connection Point. Special Access or Public Packet Data Network transport services within the Company’s serving area must be obtained from the Company pursuant to the applicable tariff provisions found in NECA Tariff FCC No. 5.

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(3) For purposes of connection from the Customer Designated Premises ("CDP") to the Company's DSL Access Service Connection Point and where such Service is technically feasible for the Company to provide, the Company provides the following services pursuant to NECA Tariff FCC No. 5:

Interstate Special Access Service: High Capacity Service

Public Packet Data Network: Ethernet Transport Service ("ETS")

(4) 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.

### 2.1.B Limitations

(1) The Services provided pursuant to these Rates, Terms and Conditions are offered subject to the availability of suitable facilities as determined by the Company 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.

(4) Title to all facilities provided by the Company under the Rate, Terms and Conditions remains with the Company.

### 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 with additional responsibilities of the Customers being provided for in Section 3 herein. The Customer shall notify the Company when facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities. And, where any such connections are made, the Customer assumes the additional responsibilities as set forth in these Rates, Terms and Conditions for any such connection.



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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, 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 of omission of the Customer in the use of the Company's facilities.

2.2.D Dealings with the Customer's End Users

(1) The Customer will deal directly with and shall be solely responsible for the relationship with its end users with respect to all matters pertaining to the Customer's service. Such matters as anticipated in this Section include, by way of example only, marketing, sales, ordering, installation, maintenance, trouble reporting, repair, billing and collections. At no time shall the Customer 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 or a Customer's end user.

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.

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(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

2.3A 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.B 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 and Conditions applicable to the specific period that was affected as provided for in Section 2.6.F herein. No other liability shall attach to the Company. In no event shall the Company be liable for special, punitive, consequential or incidental damages. The Company disclaims any expression of implied warranties with respect to the services of the Company equipment, including without limitation, any implied warranties or merchantability and fitness for a particular purpose.

2.3C The Company shall be indemnified and held harmless by the Customer against:

(1) Claims for libel, slander infringement of copyright or unauthorized use of a trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities.

(2) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer.

(3) All other claims arising out of any act of the Customer or that of the Customer's end users in connection with any Service provided by the Company to the Customer.

2.3.D 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

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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.E 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 a Customer's end user including, by way of example only, any damages or losses due to the failure of CPE, Customer's facilities or Customer's services.

### **2.4 Application for Service**

2.4.A 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. The Company may require the customer to submit a formal credit application. Applications for Services must be in writing and provide, at a minimum, the following information:

2.4.B 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.C 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 B herein.

### **2.5 Access Service Request (ASR)**

2.5.A The Customer shall submit an ASR setting forth the specific Services requested under the Rates, Terms and Conditions that the Customer is ordering, and the type and volume of transport service the Customer is ordering under NECA Tariff FCC No. 5.

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

(1) Before providing any Service, 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 this Agreement.

(2) The TS Supplement can be amended, from time to time, based on the mutual agreement of the Customer and the Company. If an industry standard referenced in the TS Supplement becomes obsolete or is otherwise no longer supported by vendors

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associated with the Company's network, any duties with respect to such technical standard is no longer applicable. In the event the Customer and the Company do not come to agreement regarding replacement industry standard, the parties agree that the replacement standard most commonly used by the industry shall apply provided that such industry standard is supported by the vendors used by the Company in its operations.

### **2.6 Charges and Payments for Service**

#### 2.6. A Deposits

(1) Although it does not do so currently, the Company may, in the future and 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 for Service. 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 under Kansas law 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 Rates, Terms and Conditions 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.

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### 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 bill in advance charges for the Services to be provided during the ensuing month.

(3) 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, Terms and Conditions will be prorated to the number of days based on the number of days in the month in which any adjustment or discontinuance of service is experienced.

### 2.6.C Taxes and Other Charges

(1) In addition to payment for Service, Customer must pay all taxes, fees, surcharges and other charges that the Company bills Customer related to Services.

(2) Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill the Customer.

(3) The Company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law.

(4) 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)

(1) Currently, 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).

(2) The FUSC charge is assessed at the quarterly contribution factor in effect on the bill date for charges billed for Services.

(3) 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.

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### 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.

(4) When payment for service is made by check, draft or other negotiable instrument, a reasonable handling charge of \$30.00 will be assessed for each time such payment is returned unpaid to the Company for any reason except to the extent limited by law.

### 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. Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for testing and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance for service credit will be granted for the time during which such tests and adjustments are made. No credit will be allowed for relinquishing of facilities in order to perform routine 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. No credit shall be allowed for an interruption of less than 24 hours.

(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 (including facilities, equipment, and/or communication systems provided by others are connected to the Company's 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

(1) In the event of an interruption of Service that exceeds the minimum requirements set forth in Section 2.6 F, 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.

(2) 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 the number of days in the month in which the interruption occurred, 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 and Automatic Changing of Service Under Certain Circumstances**

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 under any of the following situations:

(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

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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.

2.7.B In the event the Customer's end user served Voice-Data WBITS terminates local exchange service provided by the Company, the Company will automatically change the provision of Voice-Data WBITS Service to CBOL Service for the line serving the end user. It is the responsibility of the Customer to inform its end user that the Customer's service to the end user will be subject to this automatic change immediately in the event of cancelation by the Customer's end user 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.

### 2.8 Billing Disputes

2.8.A If Customer believes it 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.

2.8.B Refunds or adjustments will not be issued for any charge that is more than 60 days old at the time Customer notifies the Company.

2.8.C 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.

2.8.D The Company will notify Customer of the results of its inquiry arising from the Customer's dispute, 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 will be subject to termination.

2.8.E 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.

(1) WBITS ADSL Access Service is available as voice-data service option as described in Section 3, following. Where suitable facilities exist and subject to the limitations stated in the Rates, Terms and Conditions herein, the Company will offer WBITS ADSL Access



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Service at the maximum upstream speed (*i.e.*, from the customer's equipment up to the DSL Access Service Connection Point) and downstream speed (*i.e.*, from the DSL Access Service Connection Point down to the customer's equipment) speeds as specified in section 4.

(2) These peak speeds are not guaranteed by the Company due to factors that may affect the actual speeds delivered, including, by way of example only, 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 Company's or Customer's network design. The Company does not provide CPE in conjunction with the WBITS ADSL Access Service offering.

(3) WBITS ADSL Access Service will be furnished where suitable facilities exist as determined by the Company. The Company will identify its ADSL-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 ADSL Access Service will be provided over existing Company local exchange service facilities. When the Customer orders WBITS ADSL Voice-Data, the rates and regulations for WBITS ADSL 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 ADSL Access Service Voice-Data when the associated local exchange service line is disconnected for any reason.

(4) 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.

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### 3. Description of Service

#### 3.1 General

3.1.A 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 to the Company’s DSL Access Service Connection Point using the Company’s local exchange service facilities.

3.1.B A DSL Access Service Connection Point is an interconnection point designated by the Company at which the Customer may interconnect WBITS ADSL Access Services provided by the Company under the Rates, Terms and Conditions provided herein 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.C DSL Access Service Connection

(1) Subject to technical capability, 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, as listed at Section 2.1 above.

#### 3.1.D Designated End User Premises

(1) The Company’s WBITS allows Customers to establish broadband Internet connections to the Customer’s designated end user’s premises.

(2) The connection speed or “sync rate” is between the Network Interface Device (“NID”) at the Customer’s designated end user premises and the packet-mode data modem equipment. Actual data transfer or throughput may be lower than the sync-rate due to event such as, by way of example only, 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.

(3) WBITS will be provided by the Company subject to the availability of and operational limitations of the Company’s wire centers and outside plant facilities.

(4) CBOL WBITS does not provide the ability to transmit voice communications.

### 3.2 WBITS Service Classes and Options

#### 3.2.A WBITS Service Classes

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(1) WBITS is provided by the Company based on Asymmetric Digital Subscriber Line Access Service (“ADSL”).

(2) Symmetric Digital Subscriber Line Access Service (“SDSL”) is not provided at this time.

### 3.2.B WBITS Service Options

(1) Each WBITS Service Class is available as Voice-Data or CBOL.

## 3.3 WBITS Provisioning

### 3.3.A Responsibility of the Company

(1) WBITS will be provisioned over existing Company local exchange service lines.

(2) The Company will determine if the associated local exchange service line 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 premises and the Customer’s DSL Access Connection Point as designated by the Company.

(4) The Company reserves the right to temporarily interrupt WBITS for wire center or network maintenance, software updates, and in emergency situations. No credit allowance will be applied for service interruption.

### 3.3.B Responsibility of the Customer

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

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(4) The Customer ordering WBITS on behalf of its end user must obtain and maintain record of a letter of agency authorizing the Customer to act as the agent of the end user. 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 a Customer's designated end user's 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 end user support, marketing, billing, ordering and repair to and for its end users.

(8) The Customer is responsible for all dealings with its end user.

(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 and for any claim an end user may make including, by way of example only, any claim concerning unauthorized billing.

### **3.4 Rate Regulations**

#### **3.4.A Rate Elements**

(1) There are three types of rates and charges applicable to WBITS. These rates are a monthly WBITS Access Service Monthly Minimum Charge, monthly WBITS Voice-Data Line Rate and a WBITS CBOL Line Rate.

#### **3.4.B WBITS Access Service Monthly Minimum Charge**

(1) The monthly WBITS Access Service Minimum Charge applies each month or fraction thereof in order to provide local exchange service lines equipped with WBITS.

#### **3.4.C Monthly WBITS Line Rates**

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

(2) 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 in Section 4 below.

### 3.4.D Changes

(1) All changes to existing WBITS (e.g., a change of Network Service Provider and restoral 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.

(2) 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.

### 3.4.E Minimum Period

(1) 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.F Moves

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

- (a) The Point of Termination at the Customer designated end user's premises; or
- (b) The Customer's designated end user's premises.

(2) 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.

#### (a) 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.

#### (b) Moves to a Different Building

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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.G Individual Case Basis (“ICB”) Offerings

(1) Specialized Service or Arrangements may be provided by the Company, at the request of a Customer, on an Individual Case Basis if such service or arrangements meet the following criteria:

- (a) The requested service or arrangements are not offered under other sections of these Rates, Terms and Conditions;
- (b) The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnishing its other services;
- (c) The requested service or arrangements are compatible with other Company services, facilities, and its engineering and maintenance practices; and
- (d) This offering is subject to the availability of the necessary Company personnel and capital resources.

(2) Rates and charges and additional regulations if applicable, for Specialized Service or Arrangements are provided on an Individual Case Basis (ICB).

## 3.5 WBITS Wholesale Pricing Plan

### 3.5.A General

(1) The Services offered under WBITS are provided at wholesale rates to the Customer under the conditions listed below.

(2) The Customer purchases WBITS 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(s).

3.5.B In addition to the obligations previously specified in this document, the Customer assumes the following obligations:

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(a) The Customer will deal directly with each of its end users with respect to all matters pertaining to the service provided, including, by way of example only, 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 Voice-Data Access Service over the Customer's end user's existing telephone exchange service line.

3.5.C Services provided under the WBITS are available under a WBITS Monthly Plan at the rates and charges specified in Section 4.1., following,

3.5.D. An Access Order Charge will not apply:

(1) To establish a new WBITS Monthly Plan; or

(2) To terminate an existing WBITS Monthly Plan

3.5.E A WBITS Access Monthly Charge applies per Customer, as defined in section 1.2.D and specified in section 4.1.C. A monthly charge applies for each WBITS ADSL Access Service line as specified in section 4.1.B and for each WBITS CBOL Access Service line as specified in section 4.1.C.

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**4. RATES AND CHARGES**

**4.1. WBITS Access Service Monthly Minimum Charge:**

(1) \$7,500 per month

**4.1.B Voice-Data WBITS ADSL Monthly Line Charge**

<b>Speed (Down/Up)</b>	<b>Monthly Rate</b>
4Mbps/1Mbps	\$19.97
6Mbps/1Mbps	\$19.97
7Mbps/1Mbps	\$19.97
12Mbps/1Mbps	\$19.97
12Mbps/2Mbps	\$19.97
20Mbps/1Mbps	\$19.97
25Mbps/3Mbps	\$19.97
50Mbps/10Mbps	\$27.39
75Mbps/10Mbps	\$27.39
100Mbps/10Mbps	\$27.39
100Mbps/100Mbps	\$27.39
150Mbps/15Mbps	\$33.76
250Mbps/25Mbps	\$33.76
250Mbps/250Mbps	\$33.76
500Mbps/50Mbps	\$39.54
500Mbps/500Mbps	\$39.54
750Mbps/75Mbps	\$46.30
750Mbps/750Mbps	\$46.30



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1000Mbps/100Mbps	\$46.30
2000Mbps/100Mbps	\$54.23

**4.2 CBOL WBITS Monthly Recurring Charge**

	<b>Monthly Rate</b>
Per CBOL Loop	\$42.00

**The charges above do not reflect the “FUSC” assessment which will be charged by the ILEC to the Customer or any other taxes and other charges otherwise referenced in Section 2.6.C. above.**