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

Eastern Slope Rural Telephone Association, Inc.

Study Area Code ("SAC") Number 462186

FOR SERVICES
AS PROVIDED FOR HEREIN

T**ABLE OF CONTENTS**

Section 1: General

1.1 Application of Rates, Terms and Conditions
1.2 Definitions

Section 2: Terms and Conditions

2.1 Undertaking of the Company
2.2 Obligations of the Customer
2.3 Liabilities of the Company
2.4 Application for Service
2.5 Access Service Request (ASR)
2.6 Charges and Payments for Service
2.7 Termination or Denial of Service by the Company
2.8 Billing Disputes
2.9 Limitations

Section 3: Description of Service

3.1 General
3.2 WBITS Service Classes and Options
3.3 WBITS Provisioning
3.4 Rate Regulations
3.5 WBITS Access Service Wholesale Pricing Plan

Section 4: Rates and Charges

4.1 WBITS Monthly/Term Recurring and Nonrecurring Charges

1. General

1.1 Application of Rates, Terms and Conditions

1.1. Eastern Slope Rural Telephone Association, Inc., an incumbent local exchange carrier ("ILEC"), Study Area Code ("SAC") 462186 and FCC Form 499 Filer ID 802965, operating in the state of Colorado, 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 Symmetric Digital Subscriber Line ("SDSL") or Asymmetric Digital Subscriber Line Access Service ("ADSL") Access Service and WBITS CBOL.

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 Colorado. 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 462199.

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 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, volume discounts, term discounts 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 Eastern Slope Rural Telephone Association, Inc., study area designation 462186 and FCC Form 499 Filer ID 802965, operating in the state of Colorado.

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 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. Access Service Connection Points are designated in NECA’s Tariff FCC No. 4. Associated rates are billed per the Company’s ETS rates in TCA’s Interstate Access Tariff.

1.2.G Ethernet - Ethernet is a physical link protocol reflecting the two lowest layers of the DNA/OS1 model. Standards applicable to Ethernet transmission are established by the Institute of Electrical and Electronics Engineers (“IEEE”). Associated rates are billed per the Company’s ETS rates in TCA’s Interstate Access Tariff.

1.2.H 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. Associated rates are billed per NECA’s Tariff FCC No. 5.

1.2.I 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, 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.J 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.K 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.L Internet Service Provider ("ISP") - An Internet Service Provider ("ISP") is 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.M 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.

1.2.N 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.O Mbps - Mbps is the widely recognized abbreviation for "megabits per second" indicating a data transfer speed of one million bits per second.

1.2.P Multi-Media - Multi-Media refers to data transport services that include data, text, audio, and visual content through use of Internet Protocol.

1.2.Q 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.R 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.S Optical Network Terminal ("ONT") - An optical network terminal ("ONT") resides at the 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.T 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.U Services - “Services” comprise the Wireline Broadband Internet Transport Service (“WBITS”) offerings by the Company under these Rates, Terms and Conditions.

1.2.V 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.W 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.X 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.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 SDSL or Voice-Data WBITS ADSL.

1.2.Z 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.AA 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 three Classes of Services, Voice-Data WBITS SDSL, Voice-Data WBITS ADSL or CBOL WBITS.

1.2.AB Consumer Broadband-only Loop (“CBOL”) Consumer Broadband-only Loop (“CBOL”) 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. CBOL is provided without Company provided local exchange switched voice service to the customer premises.

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 described in Section 3 of these Rates, 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 Connection Point. Special Access or Public Packet Data Network transport services within the Company's serving area must be obtained from the Company.

(3) For purposes of connection from the Customer Designated Premises ("CDP") to the Company's DSL Access Connection Point, the Company provides the following services subject to technical capability.

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 these 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. 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, 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 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 Voice-Data WBITS 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:

(a) Using the Service for any purpose which is in violation of any law.

(b) 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.

(c) 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. 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 mission of the customer in connection with any service provided by the Company.

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 Federal or Colorado 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.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 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 above.

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, the terms and volume commitments the Customer is establishing, the type and volume of transport service the Customer is ordering under

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

(1) 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.

2.6 Charges and Payments for Service

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 bill in advance charges for all services to be provided during the ensuing billing period.

(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 a 30-day month.

2.6.C Taxes and Other Charges

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

(1) Prior to July 3, 2018, WBITS service was considered an interstate telecommunications service purchased by the Customer for use as a component of Internet Service, a non-telecommunications service and were 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). As of July 3, 2018, the FCC has authorized forbearance of the rules requiring the Company to assess and remit FUSC for these services. Therefore, FUSC will not be assessed as long as the forbearance remains in effect. If the FCC forbearance is eliminated in the future, the FUSC charge will be assessed at the quarterly contribution factor in effect on the bill date for charges billed for Services.

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 item 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, 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.

(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 Federal or Colorado 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 this Section 2.6 F(2), 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 provision CBOL WBITS Service to the Customer for the line serving the end user customer.

2.8 Billing Disputes

(1) 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 will be subject to termination. 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 Limitations.

(1) WBITS Access Service is available as voice-data or CBOL service options as described in Section 3, following. Where suitable facilities exist, the Company will offer WBITS Access Service at the 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 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 the WBITS 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 Access Service offering.

(3) WBITS Access Service will be furnished where suitable facilities exist as determined by the Company. The Company will identify its WBITS 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. Voice-Data WBITS Access Service will be provided over existing Company local exchange service facilities. CBOL WBITS will not be associated with an existing Company local exchange service. When the customer orders Voice-Data WBITS, the rates and regulations for Voice-Data 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 replace the Voice-Data WBITS SDSL Access Service with CBOL WBITS 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, 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

(1) 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 Access Services provided by the Company under the Rates, Terms and Conditions provided herein with transmission facilities ordered by the Customer. The DSL Access Service Connection Point aggregates WBITS data.

3.1.A DSL Access Service Connection

(1) 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 as listed at Section 2.1 above, and depend on technical capability

3.1.B Designated End User Premises

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

(2) 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.

(3) WBITS will be provided by the Company subject to the availability and limitations of Company 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

(1) WBITS is provided by the Company based on Symmetric Digital Subscriber Line Access Service ("SDSL"), Asymmetric Digital Subscriber Line Access Service ("ADSL"), or Carrier Broadband Only Line (CBOL).

3.2.B WBITS Service Options

(1) SDSL and ADSL Service Classes are available as Voice-Data WBITS or CBOL is available as CBOL WBITS.

3.3 WBITS Provisioning

3.3.A Responsibility of the Company

(1) WBITS will be provisioned over existing Company local exchange service lines, although CBOL WBITS will not be associated with the Company's local exchange service.

(2) The Company will determine if the associated local exchange service lines 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 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 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 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

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

3.4.B Monthly WBITS Line Rates

(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.

(3) 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 under this option.

(4) Monthly Rates with Discount – Customers may order WBITS at a monthly rate with volume and /or term discounts. Volume and term commitments are specified below.

3.4.C Nonrecurring Charges

(1) A nonrecurring charge applies for each Voice-Data WBITS Access Line (including all Classes and Options) ordered by the Customer for the installation of Voice-Data WBITS. There is no nonrecurring charge for CBOL WBITS. The nonrecurring charge will be waived for each new Voice-Data WBITS Access Line ordered when the Customer commits to retain the Voice-Data WBITS Access Line for a minimum period of 12 months following installation of service. If the Voice-Data WBITS Access Line is disconnected for any reason prior to the end of the 6-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.

(2) Except as otherwise specified in this section following, changes to an existing Voice-Data 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 Voice-Data WBITS Access Line for this work activity.

(3) 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 6-month minimum commitment for the WBITS Access Line as a result of acts of God, fires, flood or other catastrophes, the Company will not bill the previously waived nonrecurring charge.

(4) 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.

(5) 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.D Changes

(1) 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 Voice-Data 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:
- The Point of Termination at the Customer designated end user customer premises
- The Customer's designated end user customer 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

1) 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

1) 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:

- The requested service or arrangements are not offered under other sections of these rates, terms and conditions.
- The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnishing its other services.
- The requested service or arrangements are compatible with other Company services, facilities, and its engineering and maintenance practices.
- 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 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).

(3) 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 Voice-Data WBITS SDSL Access Service over the Customer's end user's existing telephone exchange service line.

(4) Services provided under the WBITS are available under a WBITS Monthly Plan at the rates and charges specified in Sections 4.1.A & 4.1.B, following,

(5) An Access Order Charge will not apply:

- To establish a new Voice-Data WBITS Monthly Plan, Voice-Data WBITS Term Plan or Voice-

Data WBITS Volume Pricing Plan.

- To change an existing Voice-Data WBITS Term Plan or Voice-Data WBITS Volume Pricing Plan.
- To convert from an existing Voice-Data WBITS Monthly Plan to a Voice-Data WBITS Term Plan and vice versa.
- To terminate an existing Voice-Data WBITS Monthly Plan, Voice-Data WBITS Term Plan, or Voice-Data WBITS Volume Pricing Plan.

(6) A monthly charge applies for each Voice-Data WBITS SDSL Access Service line as specified in section 4.1.A, and for each CBOL WBITS Access Service line as specified in section 4.1.B. A nonrecurring charge applies for the installation of each Voice-Data WBITS SDSL or ADSL Access Service line unless waived per the terms in section 3.4.A. A monthly Voice-Data WBITS Access Service Minimum Charge applies each month or fraction thereof in order to provide local exchange service lines equipped with Voice-Data WBITS as specified in section 4.1.A..

3.5.B Voice-Data WBITS Term Plan

(1) Description

(a) The Voice-Data WBITS Term Plan provides the Customer with reduced rates based on the length of the Customer's term commitment and its selected pricing plan for all of the Customer's Voice-Data WBITS SDSL or ADSL Access Service lines provided in the Company's study area. The Voice-Data WBITS Term Plan is available for term length of 5 years. When the Customer subscribes to a Voice-Data WBITS Term Plan, all in-service Voice-Data WBITS SDSL Access Service lines, including all Classes and Options provided out of and subsequently installed in the Company's study area will be billed the rates and charges specified in Section 4.1, following, for the length of the term commitment. The Voice-Data WBITS Term Plan discount does not apply to any rate elements other than the monthly recurring Voice-Data WBITS Monthly Line Charges specified in Section 4.1.A, following.

(b) If the Company changes the rates specified in Section 4.1, following, during the term of a commitment period, the new rates will automatically be applied with the applicable discount for the remainder of the current commitment period.

(c) At the end of the Voice-Data WBITS Term Plan, the Customer may elect to establish a new Voice-Data WBITS Term Plan commitment, convert to the rates available under the Voice-Data WBITS Monthly Plan, or discontinue service. If the Customer does not make an election by the end of the Voice-Data WBITS Term Plan, the rates for all in-service Voice-Data WBITS SDSL Access Service lines will automatically be converted to the rates available under the Voice-Data WBITS Monthly Plan specified in Section 4.1.A, following.

(d) Available Voice-Data WBITS Term Plan commitment levels and associated discounts are specified in Section 4.1.C, following.

(e) A Voice-Data WBITS Term Plan is subject to payment for early termination as described in 3.5.B (3), below

(2) Termination without Liability

(a) A Customer may terminate a Voice-Data WBITS Term Plan commitment without the application of a termination liability charge if the Company increases the Voice-Data WBITS Term Plan rates described in Section 4.1, following, during the term of the existing commitment. The Customer has 90 days following such rate increase to notify the Company in writing of its intent to terminate its Voice-Data WBITS Term Plan commitment under this section; otherwise, the increased rates will apply for the remainder of the commitment period.

(3) Termination with Liability

(a) If the Customer elects to terminate its Voice-Data WBITS Term Plan prior to the end of the commitment period for any reason other than specified in 3.5.B (2), above, a termination liability charge will apply. If the Voice-Data WBITS Term Plan is terminated prior to the end of the commitment period, the Company will bill the Customer a charge equal to 20% times the monthly Voice-Data WBITS Charge per SDSL Access Service Line multiplied by the number of months remaining in the commitment period. Termination of an individual Voice-Data WBITS SDSL or ADSL Access Service line does not constitute termination of the Voice-Data WBITS Term Plan.

(b) WBITS Monthly Plan rates as described in Section 4.1.A, following, will apply to all in-service Voice-Data WBITS Access Lines following the early termination of a Voice-Data WBITS Term Plan.

(4) Voice-Data WBITS Volume Pricing Plan

(a) The Voice-Data WBITS Volume Pricing Plan ("WBITS VPP") is an optional pricing plan that provides the Voice-Data WBITS Term Plan Customer with a discount applied against the monthly Voice-Data WBITS SDSL Line Charges for all of its in-service lines in the Company's study area. In order to subscribe to and retain the Voice-Data WBITS VPP, the Customer must have a WBITS Term Plan commitment with the Company. The amount of the Voice-Data WBITS VPP discount applied is based on the level of the monthly volume commitment selected by the WBITS Term Plan Customer. The Voice-Data WBITS VPP discount does not apply to any rate elements other than the monthly recurring Voice-Data WBITS Monthly Line Charges specified in Section 4.1.A, following.

(b) The Customer will select its monthly volume commitment level based on its projected combined number of monthly in-service Voice-Data WBITS SDSL Access Service lines within the Company's study area.

(c) In-service Voice-Data WBITS SDSL Access Service lines billed under the Voice-Data WBITS Monthly Plan are not eligible for the Voice-Data WBITS VPP discount.

(d) Available Voice-Data WBITS VPP commitment levels and associated discounts are specified in Section 4.1.C, following.

(e) The Customer may order the Voice-Data WBITS VPP at the same time it establishes a Voice-Data WBITS Term Plan commitment or at any time prior to the expiration of the existing Voice-Data WBITS Term Plan. The Voice-Data WBITS VPP monthly commitment and discount applies for the balance of the

Voice-Data WBITS Term Plan commitment period and ends when: (1) the Voice-Data WBITS Term Plan is terminated by the Customer, (2) the Voice-Data WBITS VPP is terminated by the Customer, or (3) the Voice-Data WBITS Term Plan commitment is satisfied.

(f) Each month on the bill date, the Company will determine if the Voice-Data WBITS Term Plan Customer achieved its monthly volume commitment level of in-service Voice-Data WBITS SDSL Access Service lines. In any month in which the monthly volume commitment was not met, the Company will bill the Customer a Voice-Data WBITS VPP shortfall charge of $10.00 per line for each line below its volume commitment level. The following example illustrates the application of the shortfall charge for a Voice-Data WBITS WPP Term Plan Customer that selected a monthly volume commitment level of 300 lines. If on the bill date, the Customer had achieved only a total of 250 in-service lines, the Company would assess a shortfall charge of $500.00 (50 lines x $10.00 per line). The shortfall charge would be in addition to the applicable discounted billing for the 300 in-service lines.

(g) Upon providing thirty (30) days written notice to the Company, a Customer with an existing Voice-Data WBITS VPP will be permitted to terminate its existing volume commitment on a prospective basis as described herein. When the Customer elects to terminate its existing Voice-Data WBITS VPP for any reason, it will be prohibited from establishing a new Voice-Data WBITS VPP commitment with the Company within the ninety (90) days following such termination. During this 90-day period, the Customer will not be eligible for any Voice-Data WBITS VPP discounts.

4. Rates and Charges

4.1.A Voice-Data **WBITS ADSL and SDSL Charges**

DSL Line Charge	**Monthly Rate**	**Nonrecurring Charge**
Voice Data:		
Speeds up to 1 Gig down	$24.00	$0
Speeds above to 1 Gig down	ICB	ICB
Access Service Monthly Minimum Charge:	$1,500.00	$0.00

4.1.B CBOL WBITS Line Charge Monthly Plan

1) CBOL has a monthly rate of $37.75. There is no nonrecurring charge for CBOL.

4.1.C WBITS Discounts

Term Pricing Plan Discount	Monthly Discount
5 Year Term	20%
Volume Pricing Discount	
Monthly Volume Commitment Level	Monthly Discount
1,000 Lines	10%