

## Consolidated Telephone Company

### Wholesale Digital Subscriber Line (DSL) Service

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#### A. General Description

1. DSL provides digital connectivity to a high-speed data link(s) for residential and business customers.
2. DSL consists of central office equipment a Digital Subscriber Line Access Multiplexer (DSLAM) and existing copper or fiber facilities extended from the Company's central office to the Customer's premises.
3. DSL is an asymmetrical service in that more bandwidth is delivered downstream to the Customer than is delivered from the Customer back to the network.

#### B. Regulations

##### 1. Provision of Service

- a. DSL is provisioned over the Company's existing copper or fiber facilities that provide a connection between the Customer's premises and the Company's central office which provides access to a high speed data provider.
- b. The Company will qualify the DSL between the Company's central office and the Customer's premises. The purpose of the qualification is to determine the availability and suitability of the Company's existing copper facilities that are not suitable for Service.
- c. The Company does not undertake to originate data, but offers the use of its service components, where available, to Customers for the purpose of transporting customer-originated data.
- d. DSL may be provided subject to availability and limitations of Company's central office and outside plant facilities and is only available where technical capabilities permit.
- e. The Company will not provision DSL if the Company reasonably determines that it is not technically feasible over existing facilities that it will cause interference problems with existing service.
- f. During the Company's network maintenance and software update period(s), it may be necessary to place the DSL out of service. The Company also reserves the right to temporarily interrupt DSL at other times in emergency situations.

##### 2. Temporary Suspension of Service

Temporary Suspension of Service is limited to 90 days in a 12 month period.

##### 3. Minimum Service Period

The Minimum Service Period for DSL is one month.

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Wholesale Digital Subscriber Line (DSL) Service

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B. Regulations (cont.)

4. Responsibility of the Company

The Company will provision DSL for up to the Customer's Network Interface (NI)

5. Responsibility of the Customer

The Customer is responsible for providing compatible Customer Premise Equipment (CPE) that is used for connection to the Company's DSL service.

The Customer is responsible for obtaining permission from its subscriber(s) for the Company's employees or agent to enter the Customer's premises at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service, removing the service components of the Company.

The Customer is responsible for providing protection on their computer(s) to prevent illegal access to their computer(s).

6. DSL service may only be used for lawful purposes and in a manner which does not violate any law or infringe any copyright, trademark, trade secret, right of publicity, or privacy. The Company is under no obligation to monitor information transmitted to or from a Customer's subscribers.

7. Federal Universal Service Charges (FUSC) applies to Wholesale DSL Services.

C. Rates and Charges

1. The following rates and charges are in addition to the rates and charges for any other service(s) to furnish a communications system:

No Term (month to month)

	<u>Installation Charge</u>	<u>Per Month</u>
Broadband Voice/Data month to month	\$99.00	\$39.00
Broadband Data only month to month	\$178.00	\$52.00

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C. Rates and Charges (cont.)

1-Year Term Plan

Available only to customers having a Minimum of 4,100 Broadband lines who enter into a 1-Year Term Commitment agreement.

	<u>Installation Charge</u>	<u>Per Month</u>
Broadband Voice/Data	\$178.00	\$22.25

3-Year Term Plan

Available only to customers having a minimum of 4,100 Broadband lines who enter into a 3-year Term Commitment agreement.

	<u>Installation Charge</u>	<u>Per Month</u>
Broadband Voice/Data	\$178.00	\$17.00

1. The Installation Charge will be waived with the 1-year and 3-year Term commitments. In the event of early termination of either Term plan, the Installation Charge will be reinitiated.
2. Early Termination Charge

Early termination charges are applicable if a Customer commits to DSL under a 1-year or 3-year Term plan and terminates service prior to the end of the term. The early termination charge is equal to the number of months remaining in the term agreement times the monthly rate under the applicable term plan.

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Digital Subscriber Line (DSL) Access Service Connection Point

A. General

A DSL Access Service Connection Point is an interconnection point designated by the Telephone Company in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4 at which the customer may interconnect its ADSL Access Service provided by the Telephone Company pursuant to these Detariffed – Wholesale DSL Service arrangements with the tariffed Interstate access services described in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No.5. The DSL Access Service Connection Point aggregates ADSL Access Service and/or wireline broadband Internet transmission service data traffic from and to suitably equipped Telephone Company Serving Wire Centers (SWCs).

B. Rates, Terms and Conditions:

The Rates, Terms and Conditions applicable to the Digital Subscriber Line (DSL) Access Service Connection are contained in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 5.

The Broadband Access Service customer must order Special Access Services or Ethernet Transport Services, pursuant to the provisions specified in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 5 to connect its customer designated premises to the DSL Access Service Connection Point.