

TOTELCOM COMMUNICATIONS, LLC
DIGITAL SUBSCRIBER LINE ACCESS SERVICES
TERMS, CONDITIONS, AND RATES

1. Digital Subscriber Line Access Services

Digital Subscriber Line (DSL) Access Services provide transmission services over local exchange service facilities that can be used for simultaneous voice and data communications. Service is provided, where available, on a wholesale basis only to Telecommunications Service Providers (TSPs) and is not available on a retail basis for purchase by end user subscribers.

The following terms, conditions and rates are applicable to the provision of DSL Access Services by Totelcom Communications, LLC, hereinafter referred to as the “Telephone Company”.

1.1 Asymmetric / Symmetric Digital Subscriber Line (ADSL / SDSL) Access Service

1.1.1 General

Asymmetric Digital Subscriber Line (ADSL) Access Service provides the ability to transmit data to (upstream rate) and receive data from (downstream rate) a DSL Access Service Connection Point at different speeds using the Telephone Company’s local exchange service facilities.

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

The DSL Access Service Connection Point is an interconnection point designated by the Telephone Company in the National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 4. The DSL Access Service Connection Point aggregates ADSL/SDSL Access Service data traffic from and to suitably equipped Telephone Company Serving Wire Centers (SWCs). The DSL Access Service Connection Point is located within the operating territory of the Telephone Company for connections to the TSP via Special Access Services or Ethernet Transport Service (ETS) provided under the Telephone Company’s Interstate Access Services Tariff.

ADSL/SDSL Access Service to an end user premises must be connected to the customer designated premises of a single TSP.

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

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1. Digital Subscriber Line Access Services (Cont'd)

1.1 Asymmetric / Symmetric Digital Subscriber Line (ADSL/SDSL) Access Service
(Cont'd)

1.1.1 General (Cont'd)

(A) The ADSL Voice-Data option provides transmission of data signals, using the Telephone Company's existing local exchange service line, at peak data transmission speeds of:

- 1 Mbps upstream/6 Mbps downstream,
- 1 Mbps upstream/10 Mbps downstream,
- 3 Mbps upstream/15 Mbps downstream,
- 3 Mbps upstream/25 Mbps downstream,
- 25 Mbps upstream/50 Mbps downstream,
- 50 Mbps upstream/100 Mbps downstream,
- 100 Mbps upstream/200 Mbps downstream,
- 100 Mbps upstream/500 Mbps downstream, or
- 100 Mbps upstream/1000 Mbps downstream.

The SDSL Voice-Data option provides transmission of data signals, using the Telephone Company's existing local exchange service line, at peak data transmission speeds of:

- 256 kbps,
- 768 kbps,
- 10 Mbps,
- 50 Mbps,
- 100 Mbps,
- 200 Mbps,
- 500 Mbps, or
- 1000 Mbps.

The ADSL/SDSL Voice-Data option may be used for simultaneous voice and data communications.

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1. Digital Subscriber Line Access Services (Cont'd)

1.1 Asymmetric / Symmetric Digital Subscriber Line (ADSL/SDSL) Access Service (Cont'd)

1.1.1 General (Cont'd)

(B) The ADSL Data-Only option provides transmission of data signals, using the Telephone Company's existing local exchange facilities, at peak transmission speeds of:

- 1 Mbps upstream/6 Mbps downstream,
- 1 Mbps upstream/10 Mbps downstream,
- 3 Mbps upstream/15 Mbps downstream,
- 3 Mbps upstream/25 Mbps downstream,
- 25 Mbps upstream/50 Mbps downstream,
- 50 Mbps upstream/100 Mbps downstream,
- 100 Mbps upstream/200 Mbps downstream,
- 100 Mbps upstream/500 Mbps downstream, or
- 100 Mbps upstream/1000 Mbps downstream.

The SDSL Data-Only option provides transmission of data signals, using the Telephone Company's existing local exchange facilities, at peak transmission speeds of:

- 256 kbps,
- 768 kbps,
- 10 Mbps,
- 50 Mbps,
- 100 Mbps,
- 200 Mbps,
- 500 Mbps, or
- 1000 Mbps.

The ADSL/SDSL Data-Only option does not provide the ability to transmit voice communications.

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1. Digital Subscriber Line Access Services (Cont'd)

1.1 Asymmetric / Symmetric Digital Subscriber Line (ADSL/SDSL) Access Service (Cont'd)

1.1.2 Limitations

(A) Where suitable facilities exist, the Telephone Company will offer ADSL Access Service at the following maximum upstream (i.e., from the end user's equipment up to the DSL Access Service Connection Point) and downstream (i.e., from the DSL Access Service Connection Point down to the end user's equipment) speeds:

- 1 Mbps upstream/6 Mbps downstream,
- 1 Mbps upstream/10 Mbps downstream,
- 3 Mbps upstream/15 Mbps downstream,
- 3 Mbps upstream/25 Mbps downstream,
- 25 Mbps upstream/50 Mbps downstream,
- 50 Mbps upstream/100 Mbps downstream,
- 100 Mbps upstream/200 Mbps downstream,
- 100 Mbps upstream/500 Mbps downstream, or
- 100 Mbps upstream/1000 Mbps downstream,

in compliance with the requirements specified in Technical References:

ATIS-0600413.2009,
ITU-T G.983.1-January 2005,
ITU-T G.983.2-July 2005,
ITU-T G.983.3-March 2001,
ITU-T G.983.4-November 2001,
ITU-T G.984.1-March 2008,
ITU-T G.984.2-March 2003,
ITU-T G.984.3-March 2008,
ITU-T G.984.4-February 2008,
ITU-T G.992.1-June 1999,
ITU-T G.992.3-January 2005,
ITU-T G.992.4-July 2002,
ITU-T G.992.5-January 2005
ITU-T G.993.1-June 2004,
ITU-T G.993.2-February 2006,
ITU-T G.9700-April 2014,
ITU-T G.9701-December 2014,
and/or IEEE Std. 802.3-2008, Part 3, Section 5, Clauses 56 through 67.

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1. Digital Subscriber Line Access Services (Cont'd)

1.1 Asymmetric / Symmetric Digital Subscriber Line (ADSL/SDSL) Access Service (Cont'd)

1.1.2 Limitations (Cont'd)

(B) Where suitable facilities exist, the Telephone Company will offer SDSL Access Service at speeds of:

- 256 kbps,
- 768 kbps,
- 10 Mbps,
- 50 Mbps,
- 100 Mbps,
- 200 Mbps,
- 500 Mbps, or
- 1000 Mbps,

in compliance with the requirements specified in the following Technical References:

ITU-T G.983.1-January 2005,
ITU-T G.983.2-July 2005,
ITU-T G.983.3-March 2001,
ITU-T G.983.4-November 2001,
ITU-T G.984.1-March 2008,
ITU-T G.984.2-March 2003,
ITU-T G.984.3-March 2008,
ITU-T G.984.4-February 2008,
ITU-T.G 993.1-June 2004,
ITU-T G.993.2-February 2006,
ITU-T G.9700-April 2014,
ITU-T G.9701-December 2014,
and/or IEEE Std. 802.3-2008, Part 3, Section 5,
Clauses 56 through 67.

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

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1. Digital Subscriber Line Access Services (Cont'd)

1.1 Asymmetric / Symmetric Digital Subscriber Line (ADSL/SDSL) Access Service (Cont'd)

1.1.2 Limitations (Cont'd)

- (D) The Telephone Company does not provide customer premises equipment (CPE) in conjunction with the ADSL/SDSL Access Service offerings.
- (E) ADSL/SDSL Access Service may not be used in conjunction with multi-point Special Access Service configurations as described in Section 7.1.3 of the Telephone Company's Interstate Access Services Tariff.
- (F) ADSL/SDSL Access Service will be furnished where suitable facilities exist as determined by the Telephone Company. The Telephone Company will identify its ADSL/SDSL-equipped Serving Wire Centers and DSL Access Service Connection Point Serving Wire Centers in the National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 4.
- (G) ADSL/SDSL Access Service will be provided over existing Telephone Company local exchange service facilities. When the TSP orders the ADSL/SDSL Voice-Data option, the rates and regulations for ADSL/SDSL Access Service to the TSP are in addition to any rates and regulations that apply to the end user for the associated local exchange service line provided under the terms and conditions in the Telephone Company's general and/or local exchange service tariffs. The Telephone Company will automatically disconnect the ADSL/SDSL Access Service Voice-Data option when the associated local exchange service line is disconnected for any reason.
- (H) Rates and regulations, as described in the Telephone Company's Interstate Access Services Tariff, for Special Access Services and Ethernet Transport Service will apply for the access service(s) provided between the TSP's customer designated premises and the DSL Access Service Connection Point.

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1. Digital Subscriber Line Access Services (Cont'd)

1.1 Asymmetric / Symmetric Digital Subscriber Line (ADSL/SDSL) Access Service (Cont'd)

1.1.3 Undertaking of the Telephone Company

Where technically feasible, the Telephone Company will offer ADSL/SDSL Access Service as described in Section 1.1.2, preceding. The Telephone Company will provide ADSL/SDSL Access Service, at rates and charges as set forth in Section 1.3, as follows:

- (A) The Telephone Company will determine if the associated local exchange service line or facilities are suitable for use with the ADSL/SDSL Access Service option ordered by the TSP. Service will not be provided on lines that the Telephone Company determines are not suitable for ADSL/SDSL Access Service or on lines that produce interference with other services provided by the Telephone Company.
- (B) The Telephone Company, after determining if the facilities are suitable for ADSL/SDSL Access Service, will notify the TSP if any additional CPE is necessary to support ADSL/SDSL Access Service.
- (C) The Telephone Company will provision and maintain ADSL/SDSL Access Service from the DSL Access Service Connection Point to the Point of Termination at the ADSL/SDSL Access Service end user's premises.

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1. Digital Subscriber Line Access Services (Cont'd)

1.1 Asymmetric / Symmetric Digital Subscriber Line (ADSL/SDSL) Access Service (Cont'd)

1.1.4 Obligations of the TSP

- (A) The TSP purchases ADSL/SDSL Access Service for the purpose of combining these telecommunications services with its own information service(s) to create a new retail service for sale to its end user customer(s).
- (B) The TSP is responsible for providing the Telephone Company with the necessary information to provision ADSL/SDSL Access Service (e.g., end user name, telephone number and premises address; the TSP's billing name and address; and the end users Internet Protocol (IP) address).
- (C) The TSP is responsible for providing and maintaining all required CPE, which is compatible with ADSL/SDSL Access Service and complies with the applicable Technical References specified in Section 1.1.2(A) and (B), preceding.
- (D) The TSP will deal directly with its end user customer(s) with respect to all matters pertaining to the service provided, including marketing, sales, ordering, installation, maintenance, trouble reporting, repair, billing and collections. The TSP will not direct its end users to contact the Telephone Company for any aspect of the service the TSP provides.
- (E) The TSP will submit orders for ADSL/SDSL Access Service to the Telephone Company in a format and manner designated by the Telephone Company.
- (F) The TSP will obtain the appropriate authorization to allow the Telephone Company to provision ADSL/SDSL Voice-Data Access Service over the end user's existing telephone exchange service line.

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1. Digital Subscriber Line Access Services (Cont'd)

1.1 Asymmetric / Symmetric Digital Subscriber Line (ADSL/SDSL) Access Service (Cont'd)

1.1.5 Rate Regulations

This section contains the regulations governing the rates and charges that apply for ADSL/SDSL Access Service. Regulations governing the rates and charges for the Special Access Services and Ethernet Transport Service used in conjunction with ADSL/SDSL Access Service are as specified in the Telephone Company's Interstate Access Services Tariff.

(A) Minimum Period

The minimum period for which ADSL/SDSL Access Service is provided to a TSP and for which charges are applicable is one month.

(B) Moves

A move involves a change in the physical location of the Point of Termination at the ADSL/SDSL Access Service end user's premises.

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

(1) Moves Within the Same Building

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

(2) Moves to a Different Building

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

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1. Digital Subscriber Line Access Services (Cont'd)

1.1 Asymmetric / Symmetric Digital Subscriber Line (ADSL/SDSL) Access Service (Cont'd)

1.1.5 Rate Regulations (Cont'd)

(C) Temporary Suspension of Service

When an end user temporarily suspends the local exchange service that is associated with an ADSL/SDSL Voice-Data option, the ADSL/SDSL Voice-Data option will also be placed on temporary suspension for the same period of time, and the Telephone Company will bill the TSP a temporary suspension fee, per line, per occasion as set forth in Section 1.3.4, following. The Telephone Company will not bill the TSP the monthly ADSL/SDSL Voice-Data Line Charge while the ADSL/SDSL Voice-Data option is placed on temporary suspension.

(D) Rate Categories

There are two types of rates and charges applicable to ADSL/SDSL Access Service. These are monthly rates and nonrecurring charges.

The monthly rate for the ADSL/SDSL Line Charge applies each month or fraction thereof for each ADSL/SDSL Voice-Data option and ADSL/SDSL Data-Only option ordered by the TSP.

A nonrecurring charge applies for each ADSL/SDSL Voice-Data and ADSL/SDSL Data-Only option ordered by the TSP for the installation of ADSL/SDSL Access Service. The nonrecurring installation charge will be waived for each new ADSL/SDSL Voice-Data option and ADSL/SDSL Data-Only option Access Line ordered when the TSP commits to retain the ADSL/SDSL Access Line for a minimum period of 6 months following installation of service. If the ADSL/SDSL Access Line is disconnected for any reason prior to the end of the 6-month minimum commitment period other than for:

- an ADSL/SDSL service conversion as described below, or
- a discontinuance of service due to a fire, flood or other occurrence as described below;

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1. Digital Subscriber Line Access Services (Cont'd)

1.1 Asymmetric / Symmetric Digital Subscriber Line (ADSL/SDSL) Access Service (Cont'd)

1.1.5 Rate Regulations (Cont'd)

(D) Rate Categories (Cont'd)

the Telephone Company will bill the TSP an early termination fee, as set forth in Section 1.3.5, following, for each ADSL/SDSL Voice-Data and Data-Only option disconnected by the TSP, prior to satisfying the 6-month minimum commitment period.

Except as otherwise specified in Section 1.1.5(D), below, changes to an existing ADSL/SDSL Access Service will be treated as a discontinuance of the existing service and an installation of a new service. A nonrecurring installation charge will apply per ADSL/SDSL Access Line for this work activity.

ADSL service conversions include change of a service option (i.e., replacing ADSL Voice-Data with ADSL Data-Only, or vice versa), any change of a speed level (e.g., replacing ADSL Voice-Data 1 Mbps with ADSL Voice-Data 3 Mbps), or any combination of a simultaneous change of service option and speed level (e.g., replacing ADSL Voice-Data 1 Mbps with ADSL Data-Only 3 Mbps).

SDSL service conversions occur when the TSP replaces an SDSL Voice-Data or Data-Only service option with an SDSL Voice-Data or Data-Only service option having a speed level equal to or greater than the existing speed level.

When a TSP orders an ADSL/SDSL service conversion but has not met its 6-month minimum commitment on the existing ADSL/SDSL service, the Telephone Company will not bill the early termination fee for the original ADSL/SDSL service, if the TSP commits to a new minimum 6-month period for the newly converted ADSL/SDSL service.

When a TSP disconnects its ADSL Access Service prior to the expiration of its 6-month minimum commitment as a result of a fire, flood or other occurrence, as described in Section 2.4.5 of the Telephone Company's Interstate Access Services Tariff, the Telephone Company will not bill the early termination fee.

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1. Digital Subscriber Line Access Services (Cont'd)

1.1 Asymmetric / Symmetric Digital Subscriber Line (ADSL/SDSL) Access Service (Cont'd)

1.1.5 Rate Regulations (Cont'd)

(D) Rate Categories (Cont'd)

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

- Change of TSP premises address when the change of address is not a result of a physical relocation of equipment,
- Change of the associated local exchange service line over which ADSL/SDSL Voice-Data Access Service is provided when there is no physical relocation of the ADSL/SDSL Access Service 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 Telephone Company's network,
- Change in the ADSL/SDSL Access Service end user's existing IP address when requested by the end user's TSP,
- Change to limit the data speed delivered over the end user's existing ADSL/SDSL Access Service line when requested by the end user's TSP,
- Change of TSP contact name or telephone number, and
- Change of jurisdiction.

The nonrecurring installation charge will not apply to restore an ADSL/SDSL Access Service that was temporarily suspended by the Telephone Company for non-payment of charges.

Rates and charges for ADSL Access Service are as set forth in Section 1.3.1, following. Rates and charges for SDSL Access Service are as set forth in Section 1.3.2, following.

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1. Digital Subscriber Line Access Services (Cont'd)

1.2 DSL Volume Pricing Plan

The DSL Volume Pricing Plan (DSL VPP) is an optional pricing plan that provides the TSP with a discount applied against the monthly ADSL/SDSL Line Charges for all of its in-service lines in the Telephone Company's study area. The amount of the DSL VPP discount applied is based on the level of the monthly volume commitment selected by the TSP. The DSL VPP discount does not apply to any rate elements other than the monthly recurring ADSL/SDSL Line Charges specified in Section 1.3.1 and Section 1.3.2, following.

The TSP will select its monthly volume commitment level based on its projected number of monthly in-service ADSL/SDSL Access Service lines within the Telephone Company's study area.

Available DSL VPP commitment levels and associated discounts are specified in Section 1.3.3, following.

The TSP may order the DSL VPP at any time. The DSL VPP monthly commitment and discount applies until the DSL VPP is terminated by the TSP.

Each month on the bill date, the Telephone Company will determine if the TSP achieved its monthly volume commitment level of in-service ADSL/SDSL Access Service lines. In any month in which the monthly volume commitment was not met, the Telephone Company will bill the TSP a DSL 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 TSP that selected a monthly volume commitment level of 1,500 lines. If on the bill date, the TSP had achieved only a total of 1,400 in-service lines, the Telephone Company would assess a shortfall charge of \$1,000.00 (100 lines x \$10.00 per line). The shortfall charge would be in addition to the applicable discounted billing for the 1,400 in-service lines.

Upon providing thirty (30) days written notice to the Telephone Company, a TSP with an existing DSL VPP will be permitted to increase the existing volume commitment when it establishes a new higher volume commitment level. The DSL VPP discount associated with the higher level of commitment will apply on a prospective basis.

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1. Digital Subscriber Line Access Services (Cont'd)

1.2 DSL Volume Pricing Plan (Cont'd)

Upon providing thirty (30) days written notice to the Telephone Company, a TSP with an existing DSL VPP will be permitted to terminate its existing volume commitment on a prospective basis as described herein. When the TSP elects to terminate its existing DSL VPP for any reason, it will be prohibited from establishing a new DSL VPP commitment with the Telephone Company within the ninety (90) days following such termination. During this 90-day period, the TSP will not be eligible for any DSL VPP discounts. Downgrades from a higher volume commitment level to a lower volume commitment level are treated as terminations subject to the provisions in this paragraph.

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1. Digital Subscriber Line Access Services (Cont'd)

1.3 Rates and Charges

1.3.1 <u>ADSL Line Charge</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
- Per Voice-Data Option		
- 1 Mbps / 6 Mbps	\$ 14.76	\$ 185.00
- 1 Mbps / 10 Mbps	\$ 15.24	\$ 185.00
- 3 Mbps / 15 Mbps	\$ 18.41	\$ 185.00
- 3 Mbps / 25 Mbps	\$ 19.48	\$ 185.00
- 25 Mbps / 50 Mbps	\$ 23.25	\$ 185.00
- 50 Mbps / 100 Mbps	\$ 28.55	\$ 185.00
- 100 Mbps / 200 Mbps	\$ 31.57	\$ 185.00
- 100 Mbps / 500 Mbps	\$ 38.38	\$ 185.00
- 100 Mbps / 1000 Mbps	\$ 45.18	\$ 185.00
- Per Data-Only Option		
- 1 Mbps / 6 Mbps	\$ 113.09	\$ 211.00
- 1 Mbps / 10 Mbps	\$ 114.55	\$ 211.00
- 3 Mbps / 15 Mbps	\$ 118.58	\$ 211.00
- 3 Mbps / 25 Mbps	\$ 121.61	\$ 211.00
- 25 Mbps / 50 Mbps	\$ 151.82	\$ 211.00
- 50 Mbps / 100 Mbps	\$ 166.94	\$ 211.00
- 100 Mbps / 200 Mbps	\$ 197.19	\$ 211.00
- 100 Mbps / 500 Mbps	\$ 224.90	\$ 211.00
- 100 Mbps / 1000 Mbps	\$ 262.69	\$ 211.00

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1. Digital Subscriber Line Access Services (Cont'd)

1.3 Rates and Charges (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1.3.2 <u>SDSL Line Charge</u>		
- Per Voice-Data Option		
- 256 kbps	\$ 10.14	\$ 185.00
- 768 kbps	\$ 14.37	\$ 185.00
- 10 Mbps	\$ 19.99	\$ 185.00
- 50 Mbps	\$ 23.24	\$ 185.00
- 100 Mbps	\$ 28.55	\$ 185.00
- 200 Mbps	\$ 31.54	\$ 185.00
- 500 Mbps	\$ 38.34	\$ 185.00
- 1000 Mbps	\$ 45.14	\$ 185.00
- Per Data-Only Option		
- 256 kbps	\$ 111.32	\$ 211.00
- 768 kbps	\$ 176.21	\$ 211.00
- 10 Mbps	\$ 114.55	\$ 211.00
- 50 Mbps	\$ 151.83	\$ 211.00
- 100 Mbps	\$ 166.94	\$ 211.00
- 200 Mbps	\$ 197.18	\$ 211.00
- 500 Mbps	\$ 224.89	\$ 211.00
- 1000 Mbps	\$ 262.67	\$ 211.00

1.3.3 DSL Volume Pricing Plan

<u>Monthly Volume Commitment Level</u>	<u>Monthly Discount</u>
500 lines	5%
1,000 lines	10%
1,500 lines	20%

1.3.4 Temporary Suspension Fee

- Per Voice-Data Option, per line, per occasion	\$ 25.00
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1.3.5 Early Termination Fee

- Per Voice-Data Option, per line	\$ 25.00
- Per Data-Only Option, per line	\$ 25.00