

Wholesale Broadband Charge

A. General Description

1. Broadband Service provides digital connectivity to a high-speed data link(s) for residence service Customers and business service Customers.
2. Broadband Service is provided by utilizing Asymmetric Digital Subscriber Line (ADSL) and/or Optical Fiber technology.
3. Broadband Service 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.
4. Broadband Service is asymmetrical in that more bandwidth is delivered downstream to the Customer than is delivered from the Customer back to the network unless otherwise ordered.

B. Regulations

1. Provision of Service

- a. Broadband Service 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 Broadband Connection 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. Broadband Service 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 Broadband 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 updates period(s), it may be necessary to place the Broadband out of service. The company also reserves the right to temporarily interrupt Broadband Service at other times in emergency situations.

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B. Regulations (con't)

2. Temporary Suspension of Service

Temporary Suspension of Service is not offered with Broadband

3. Minimum Service Period

The Minimum Service Period for Broadband is one month.

4. Responsibility of the Company

The Company will provision Broadband for the Customer up to and including the Network Interface (NI)

5. Responsibility of the Customer

The Customer is responsible for providing compatible Customer provided equipment (CPE) that is used for connection to Broadband.

The Customer is responsible for providing the Company with the necessary information to provision 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).

The Customer shall maintain an Acceptable Use policy with subscribers that forbids abuse and fraudulent use of the Company's DSL Services.

6. DSL Services may be used only for lawful purposes and in a manner which does not violate the 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 Customer's subscribers.

7. If it is determined that DSL Service is subject to federal jurisdiction, DSL Service, terms, conditions, rates, and charges will be subject to a Federal Communications Commission (FCC) tariff filing.

C. Rates and Charges

1. A Residence Line or Business Line, as specified elsewhere in this tariff, is required for each line equipped with DSL Service.
2. The following rates and charges are in addition to the rates and charges for any other service(s) necessary to establish connectivity to the Company's Central Office equipment (DSLAM):

	<u>Installation Charge</u>	<u>Per Month</u>
Per Line Equipped ¹		
Month-to-Month	\$125.00	\$20.00
Month-to-Month, at least 400 units equipped	\$125.00	\$15.00
3-Year, each, at least 400 units equipped	\$125.00	\$7.00

3. Early Termination Charge

Early termination charges are applicable if a Customer commits to DSL under a 3-year term and terminates service prior to the end of the 3-year term. The early termination charge is equal to the number of months remaining in the term agreement times the monthly rate under the 3-year term. For example, if a customer signed up for DSL under a 3-year term and terminates DSL after two years, the early termination charge would be twelve (that is, 36 – 24 months) times the monthly contracted rate.

¹ In addition to the charges for the residence or business line.