

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

**DIGITAL SUBSCRIBER LINE (DSL)
SERVICE GUIDE**

REGULATIONS, RATES, AND CHARGES

**Applying to the Provision of DSL
For Customers of
MOLALLA TELEPHONE COMPANY**

This DSL Service Guide does not include
Internet Access, Content or any connections
Beyond the Telephone Company's central office

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EXPLANATION OF ABBREVIATIONS

| | | |
|--------|---|---|
| ADSL | - | Asymmetric Digital Subscriber line Access Service |
| CO | - | Central Office |
| CDP | - | Customer Designated Premises |
| DSL | - | Digital Subscriber Line |
| DSLAM | - | Digital Subscriber Line Access Multiplexer |
| ETS | - | Ethernet Transport Service |
| ISP | - | Internet Service Provider |
| kbps | - | kilobits per second |
| LAN | - | Local Area Network |
| Mbps | - | Megabits per second |
| MM-VCC | - | MultiMedia Virtual Circuit Channel |
| NIC | - | Network Interface Card |
| NID | - | Network Interface Device |
| SDSL | - | Symmetric Digital Subscriber Line |
| SWC | - | Serving Wire Center |
| VPCP | - | Volume Pricing Commitment Plan |

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1. General

1.1 Application of Tariff Rates, Terms and Conditions

1.1.1 This Tariff contains the rate, terms and conditions applicable to the Provision of Wireline Broadband Internet Transport Services (WBITS), Hereinafter collectively or individually referred to as "Service", by Molalla Telephone Company, hereinafter referred to as the "Telephone Company."

1.1.2 Service is furnished 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 available to Network Service Providers, as defined following, for connection to end user Customers.

1.1.3 The Telephone Company offers Service where technically feasible within its incumbent local exchange carrier (ILEC) exchange boundaries. The Telephone Company's serving areas are identified as a study area with a distinct Study Area Code of 452191 and FCC Filer I.D. 814657.

1.1.4 As set forth in this Tariff the provision of such Service (by the Telephone Company) does not constitute a shared undertaking with the Customer for the furnishing of any service.

1.1.5 The Telephone Company may, from time to time, at its sole discretion may modify the Rates, Terms and Conditions. Any modifications will become effective thirty (30) days after mailing by United States Postal Service a copy of the revised Rates, or Terms and Conditions to all Customers currently a party to an executed agreement as described in Section 2.5 following and posting of such revised Rates, or Terms and Conditions on the Telephone Company's internet web site.

1.1.6 Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. By accepting Service from the Telephone Company, the Customer accepts these rates, terms and conditions as a binding agreement between the Customer and the Telephone Company.

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1. General – (Cont'd)

1.2 Definitions

Certain terms used herein are defined as follows:

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff. As set forth herein, a Customer is responsible for the payment of charges and for compliance with all applicable terms of the regulations, rates and charges.

Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the Customer for the provision of Service.

Customer Provided Equipment

The term "Customer Provided Equipment" denotes the terminal equipment or facilities provided by persons other than the Telephone Company and connected to the Telephone Company's Services and/or facilities.

Data-Only WBITS

The term "data-only" when used in the context of WBITS refers to provision of Services over a line that does not also carry local exchange switched voice telephone service to the customer premises. Data-only WBITS is also commonly called "Naked DSL." Data-Only WBITS is Data-Only WBITS ADSL.

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.

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1. General – (Cont'd)

1.2 Definitions – (Cont'd)

Ethernet

The term "Ethernet" denotes a high-speed networking technology utilizing a packet-based Ethernet protocol. Ethernet enables broadband multimedia traffic (i.e., voice, data and video) to be carried over the same network.

Incumbent Local Exchange Carrier

The term "Incumbent Local Exchange Carrier" denotes the same meaning as section 251(h) of the Communications Act, as Amended 47 U.S.C. 251(h)(1).

Internet Protocol (IP)

The Internet Protocol (IP) is the protocol or industry standard method by which data is sent from one computer to another on the Internet.

Internet Service Provider (ISP)

An Internet Service Provider (ISP) is an organization that supplies access to the Internet.

National Exchange Carrier Association (NECA) Tariff F. C.C. No.5

The National Exchange Carrier Association (NECA) Tariff F. C. C. No. 5 is the interstate access tariff filed by NECA on behalf of members of NECA.

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1. General – (Cont'd)

1.2 Definitions – (Cont'd)

Network Service Providers

Internet Service Providers (ISPs) or Network Service Providers supply retail services to end user customers based on transmission of data through use of Internet Protocol (IP).

Rates, Terms and Conditions

The term "rates, terms, and conditions" denotes this document in its entirety comprising the rates, terms, and conditions applicable to the provision of Service to Customer(s) by the Telephone Company.

Service

The term "Service" denotes the offerings of the Telephone Company comprising of Wireline Broadband Internet Transport Service (WBITS).

Service Application

The term "Service Application" denotes a standard order form which includes all necessary billing, technical, and other pertinent information which will enable the Telephone Company to provide the Service as required.

Telephone Company

The term "Telephone Company" denotes Molalla Telephone Company and its affiliates, unless the context indicates otherwise.

Wireline Broadband Internet Transport Service (WBITS)

Wireline Broadband Internet Transport Service (WBITS) is an access data technology service that provides high-speed connections to the Telephone Company's end user Customers over existing local exchange service facilities for provision broadband services employing Internet Protocol (IP).

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2. Terms and Conditions

2.1 Undertaking of the Telephone Company2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages Under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, Operation and maintenance of the Services it provides.
- (C) The Telephone Company will, for maintenance purposes, test its Service Only to the extent necessary to detect and/or clear troubles.
- (D) The Telephone Company does not warrant that its facilities and Services Meet standards other than those set forth in this tariff.

2.1.2. Limitations

- (A) The Services are offered subject to the availability of facilities and the other provisions of these regulations, rates and charges.
- (B) The Telephone Company is providing only facilities and services associated with such facilities (as outlined in this document) to the Customer for communications purposes.
- (C) The Telephone Company maintains the right to deny Service to any Customer which fails to abide by the rules and regulations of these terms, rates and charges, or other applicable regulations, rules, or laws.

2.2 Obligations of the Customer

- 2.2.1 The Customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customers improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company.

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2. Terms and Conditions – (Cont'd)

2.2 Obligations of the Customer – (Cont'd)

2.2.2 Damage to the Telephone Company's facilities caused by any negligence or willful act or acts on the part of the Customer shall result in the Customer reimbursing the Telephone Company for the damages.

2.2.3 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 or omission of the Customer in the use of the Company's facilities.

2.2.4 In the event a suit is brought by the Telephone Company, or an attorney is retained by the Telephone Company to enforce the terms of the Rates, Terms and Conditions or collect any bill 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 Telephone Company in connection therewith.

2.3 Liabilities of the Telephone Company

2.3.1 Except as stated in this Section 2.3, the Telephone 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.

(A) The liability of the Telephone Company for damages shall not exceed an amount equal to the charges under the Rates, Terms and Conditions applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Telephone Company.

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2. Terms and Conditions – (Cont'd)

2.3 Liabilities of the Telephone Company – (Cont'd)

(B) The Telephone Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Telephone Company, or of any department, agency, commission, bureau, corporation, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

(C) The Telephone Company shall not be liable for (a) any act or omission of any entity furnishing the Telephone Company or the Telephone Company's Customers facilities or equipment used for the interconnection with services; or (b) for the acts or omissions of other Common Carrier or warehousemen. The Telephone Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits(A) Deposits

In order to safeguard its interests, the Telephone Company may 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. Such deposit may be required prior to establishing a service or at any time after the provision of a service to the Customer.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.1 Payment of Rates, Charges and Deposits – (Cont'd)(A) Deposits – (Cont'd)

Such deposit will not exceed the estimated rates and charges for the service for a three (3) month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At the Telephone Company's option, as the provision of the service to the Customer is terminated, the amount of the deposit will be refunded or credited to the Customer's account and any credit balance which may remain will be refunded.

In case of a cash deposit, for the period the deposit is held by the Telephone Company, the Customer could receive interest. The interest will be accrued for the period during which the deposit is held by the Telephone Company. The amount of interest calculated will be at the Telephone Companies discretion and will be representative to the reasonable industry or economic interest-bearing situations.

A deposit does not relieve the Customer from making advance payments or from complying with the Telephone Company's regulations for the payment of bills in accordance with the terms herein and does not constitute a modification or waiver of the regulations of the Telephone Company providing for the discontinuance of service for nonpayment of any sums due the Telephone Company for services rendered.

(B) Description of Payment and Billing Period

Service is provided and billed on a monthly basis in advance to the month of service. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice give to the Telephone Company.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.1 Payment of Rates, Charges and Deposits – (Cont'd)(C) Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services of this tariff will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request, furnish within 30 days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

(D) Payment Dates and Late Payment Penalties

- (1) Payment will be due as specified on the Customer bill. 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 Telephone Company's discretion for nonpayment of amounts due the Telephone Company past the due date as specified in 2.4.1.D.1. Restoration of Service will be subject to all applicable installation charges.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.1 Payment of Rates, Charges and Deposits – (Cont'd)(E) Taxes and Other Charges

In addition to payment for Services, the Customer must pay all taxes, fees, surcharges and other charges that the Telephone Company bills the Customer related to the service(s). Taxes, fees, and surcharges will be billed to the Customer in the amounts that the federal, state, and local authorities require the Telephone Company to charge. The Telephone Company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such charges shall be shown separately on the bill. The Customer is responsible for all other charges or payments (state, interstate, or local) made to the Telephone Company or any other entity associated with providing the service, or any other connections that may be required that do not fall within this tariff.

(F) Billing Disputes

- (1) A good faith dispute requires the Customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the Customer's bill, or, when available, by accessing such information on the Telephone Company's website also shown on the Customer's bill. Such claim must identify in detail the basis for the dispute, and if the Customer withholds the disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Telephone Company to investigate the merits of the dispute.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.1 Payment of Rates, Charges and Deposits – (Cont'd)(F) Billing Disputes – (Cont'd)

- (2) Customer must contact the Telephone Company within sixty (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 sixty (60) days old at the time the Customer notifies the Telephone Company.
- (3) Customer may withhold the disputed portion of the bill pending resolution of the dispute, however all non-disputed charges on the bill must be paid by the bill due date indicated on that bill.
- (4) The Telephone Company will notify the Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify the Customer that all or a portion of the disputed amount is still owed. Within fifteen (15) days thereafter, the Customer is required to pay the amount due.
- (5) If Customer fails to pay this amount within the required time, the Customer account will be deemed past due and unpaid and the service will be subject to termination as described previously in this section. Any payments the Customer withholds pending resolution of the dispute may be subject to a late payment charge at the interest rate set in 2.4.1(D)(1) above and applied to past due amounts.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.2 Credit Allowance for Service Interruptions

- (A) 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. Credit allowances will also be allowed for any period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- (B) 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.
- (C) 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.
- (D) Only those portions of the Service or equipment operation disabled will be credited.
- (E) 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.

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2. Terms and Conditions – (Cont'd)

2.5 Executed Agreements

The Telephone Company and the Customer may execute an agreement (Agreement) setting forth, based on the Customer's application of service, the specific services available under the regulations, rates and charges that the Customer is ordering, the terms and volume commitments the Customer is establishing, and the type and volume of service the Customer is ordering. The Agreement shall incorporate by reference the regulations, rates and charges, which would be the current rates posted on the Telephone Company's website or delivered to the Customer via United States Postal Service.

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3. Digital Subscriber Line Service

3.1 General Regulations

DSL Services provide transmission services over local exchange service facilities that can be used for simultaneous voice and data communications. Service is provided, where available, between Customer Designated Premises (COP) and designated Telephone Company central office (CO).

DSL Services use proprietary equipment to provide high-speed (3 Mbps upstream/25 Mbps downstream to 1000 Mbps upstream/1000 Mbps downstream) where technically feasible) digital internet access. The equipment consists of Digital Subscriber Line Access Multiplexer (DSLAM) located in the CO and the corresponding remote unit located at the Customer premises.

3.2 Installation

Installation of DSL Services will be from the CO to the surge protector located within the Network Interface Device (NID). If the Customer requires an adapter that includes a router, hub, firewall, other devices, or software they may purchase it from any third party or from the Telephone Company.

Monthly charges for DSL Services are for the circuit and CO termination. Network Interface Card (NIC) for the associated hardware or software is not included in the monthly charge.

If the Customer requires any special inside wiring they may contract with the Telephone Company or any third-party provider for that special wiring. Nonrecurring charges include the service order and Customer premises visit. They do not include any Customer premises wiring charges beyond the Protector.

During Telephone Company promotions or at the Telephone Company's discretion, the installation fee may be waived. Installation (non-recurring) charges are set forth in Section 5.2 following.

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3. Digital Subscriber Line Service – (Cont'd)

3.3 Conditions

The following conditions set forth by the Telephone Company are applicable for DSL Services provided by the Telephone Company:

- 3.3.1. The initial and minimum service period is one year. If Service is disconnected prior to the end of the minimum service period, the Customer will be assessed all applicable monthly recurring rates for the remainder of the minimum service period.
- 3.3.2. Specified data access rates are the peak download rates available on the local loop segment of the facility. The Telephone Company cannot guarantee effective throughput beyond the DSL circuit, for example, at an Internet Service Provider's (ISP's) server or at a Local Area Network (LAN) server.
- 3.3.3. Availability of the DSL Service is subject to facility limitations, including loop length and other network characteristics.
- 3.3.4. With 30 days' notice, the provision of DSL Service may be withdrawn.
- 3.3.5. For any reason that the local exchange line is disconnected, the Telephone Company will automatically disconnect the DSL Service (This does not apply to Data Only Customers).
- 3.3.6. The Telephone Company has bundling prices available at their discretion.
- 3.3.7. A DSL Network Reconfiguration Charge applies when the DSL Service Customer requests the Telephone Company's network to:
 - (A) Accommodate a change in the DSL Service Customer's existing Internet Protocol (IP) address
 - (B) Limit the data speed delivered over the Customer's existing DSL Service line

The nonrecurring charge set forth in Section 5.2 (D), following, applies for each request per DSL Service line.

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3. Digital Subscriber Line Service – (Cont'd)

3.4 Term Plan

The following conditions set forth by the Telephone Company are applicable for DSL Services provided under the Term Plan by the Telephone Company in addition to the conditions in Section 4.3 preceding:

- 3.4.1. At the end of the Term Plan, the Customer may elect to establish a new Term Plan commitment, convert to the rates available under the Monthly Plan, or discontinue service. The rates for all DSL Service lines will automatically be converted to the rates available under the Monthly Plan specified in 5.2(C)(1), following, if the Customer does not make an election by the end of the Term Plan. An Access Order Charge will not apply to any election made by the Customer at the end of the Term Plan.
- 3.4.2. A Customer may terminate a Term Plan without the application of a termination liability charge when the Customer replaces its original Term Plan commitment with a new Term Plan commitment provided the length and pricing option of the new Term Plan commitment is of equal or greater length than the length of the original Term Plan commitment. An Access Order Charge will not apply when the Customer replaces an existing Term Plan with a new Term Plan commitment under this provision.
- 3.4.3. A Customer may terminate a Term Plan without the application of a termination liability charge if the Telephone Company increases the Term Plan monthly rates described in Section 5.2(C)(2), following, during the term of the existing commitment. The Customer has 90 days following such rate increase to notify the Telephone Company in writing of its intent to terminate its Term Plan under this section; otherwise, the increased rates will apply for the remainder of the commitment period.

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3. Digital Subscriber Line Service – (Cont'd)

3.4 Term Plan – (Cont'd)

- 3.4.4 If the Customer elects to terminate its Term Plan(s) prior to the end of the commitment period for any reason other than specified in 4.4.2 or 4.4.3, preceding, a termination liability charge will apply. For each Term Plan terminated prior to the end of the commitment period, the Telephone Company will bill the Customer a charge equal to the monthly Term Plan Charge for its selected pricing option as described in Section 5.2(C)(2)(a), following, multiplied by the number of months remaining in the commitment period.

Monthly Plan rates as described in Section 5.2.(C)(1), following, will apply to all in-service DSL Lines following the early termination of a Term Plan.

3.5 MultiMedia Virtual Circuit Channel (MM-VCC)

Where suitable facilities exist, an Ethernet Transport Service ("ETS") (as defined in NECA Tariff #5) customer that requires the ability to send high speed multimedia transmissions may also order an ETS MM-VCC between its COP and the premises of its end user customer, provided such end user customer's premises are equipped with ADSL Access Service provided by the Telephone Company under this Service Guide. ETS MM-VCCs are only available when the ETS customer's COP, the ETS customer's end user premises and the Telephone Company's DSL Access Service Connection Point SWC are all located within the serving territory of the Telephone Company. The ETS MM-VCC is available in increments of 10 Mbps, see Section 5.2(D) following. The Telephone Company will waive the ETS MM-VCC monthly rate when the local exchange telephone service, ADSL Access Service and ETS MM-VCC are provided from the same serving wire center where the Telephone Company has located its DSL Access Service Connection Point. A MM-VCC can only be ordered in conjunction with DSL service provided in this Service Guide, and can be ordered to the physical bandwidth limitations of the Telephone Company's plant and network capabilities (as determined by the Telephone Company).

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4. Rates and Charges

4.1 Digital Subscriber Line Service

(A) DSL Services Discount Pricing Arrangement

| | Monthly Rate | Nonrecurring Charge |
|--|-----------------------------|------------------------|
| (1) <u>Monthly Plan Line Charges</u> | | |
| <u>SDSL Line Charge</u> | | |
| - Per Voice-Data Option | | |
| - 250 Mbps | \$114.17 | \$185.00 |
| - 1000 Mbps | \$114.17 | \$185.00 |
| (2) <u>Term Plan</u> | | |
| (a) <u>Term Plan Charges</u> | | |
| Per Serving Wire Center Included in a Term Plan | | |
| - Pricing Option 1 | \$0.00 | \$0.00 |
| - Pricing Option 2 | \$0.00 | \$0.00 |
| (b) <u>Term Plan Line Charges</u> | | |
| | Monthly Recurring Charge | Nonrecurring Charge |
| | 1 Year | 3 Year |
| <u>OPTION 1</u> | | |
| SDSL | | |
| Voice-Data Option | | |
| - 250 Mbps | \$91.70 | N/A |
| - 1000 Mbps | \$91.70 | N/A |
| <u>OPTION 2</u> | | |
| SDSL | | |
| Voice-Data Option | | |
| - 250 Mbps | N/A | \$45.85 |
| - 1000 Mbps | N/A | \$45.85 |

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4.2 Digital Subscriber Line Service (Cont'd)

(A) DSL Services Discount Pricing Arrangement – (Cont'd)

(2) Term Plan – (Cont'd)

(c) Volume Pricing Commitment Plan (VPCP)

The Telephone Company offers a VPCP for multiple Customers per study area on the Discount Pricing Arrangement plan.

| Monthly Volume Commitment Level | Monthly Discount |
|------------------------------------|---------------------|
| 1,900 | 10% |

The Telephone Company will assess a shortfall charge of \$36.00 per line that falls below the commitment.

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