

KNOLOGY OF THE VALLEY, INC.  
VALLEY TELEPHONE COMPANY  
KNOLOGY TOTAL COMMUNICATIONS, INC.

RATES, TERMS AND CONDITIONS

WIRELINER BROADBAND INTERNET TRANSPORT SERVICE

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

**KNOLOGY OF THE VALLEY, INC.**

**SAC No. 220371**

and

**VALLEY TELEPHONE COMPANY, LLC**

**SAC No. 220324**

and

**KNOLOGY TOTAL COMMUNICATIONS, INC.**

**SAC No. 250295**

FOR SERVICES  
AS PROVIDED FOR HEREIN

DATE: January 3, 2017

WIRELINE BROADBAND INTERNET TRANSPORT SERVICE

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**1. General**

**1.1 Application of Rates, Terms and Conditions**

- 1.1.A Knology of the Valley, Inc. Valley Telephone Co., LLC, and Knology Total Communications, Inc. are affiliated incumbent local exchange carriers (“ILECs”). Knology of the Valley, Inc. operates in the states of Alabama and Georgia, Valley Telephone Co., LLC operates in the state of Alabama, and Knology Total Communications, Inc. operates in the state of Alabama. Knology of the Valley, Inc., Valley Telephone Co., LLC, and Knology Total Communications, Inc. are hereinafter referred to either individually or collectively 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 facilities and subject to transmission, atmospheric and like conditions. Services provided under the Rates, Terms, and Conditions are wholesale services, to be used by the Customer in provisioning end user customer service. 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 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.D The Company offers Services where technically feasible within its incumbent local exchange carrier (“ILEC”) exchange boundaries in the states of Alabama and Georgia. For purposes of interstate services, including permissively detariffed WBITS as is comprehended by the Services, the Company’s serving areas are identified as study areas with the discrete SACs of 220371 for Knology of the Valley, Inc., 220324 for Valley Telephone Company, LLC, and 250295 for Knology Total Communications, Inc..
- 1.1.E 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.F From time to time, the Company may at its sole discretion modify the Rates, Terms and Conditions. Modification will be effective thirty (30) days after both posting of revised Rates, Terms and Conditions on the Company’s Internet web site and mailing by United States Postal Service a copy of the revised Rates, Terms and Conditions to all Customers currently a party to an executed Agreement as described in Section 2.5 following.

**1.2 Definitions**

Certain terms used throughout these Rates, Terms and Conditions are defined as follows:

- 1.2.A Application for Service An Application for Service standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the

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Company to provide the Service as required.

- 1.2.B Company The term “Company” refers to Knology of the Valley, Inc. SAC 220371 and FCC 499 Filer ID 803145, operating in the states of Alabama and Georgia, Valley Telephone Co., LLC, SAC 220324 and FCC 499 Filer ID 803142, operating in the state of Alabama, and Knology Total Communications, Inc., SAC 250295 and FCC 499 Filer ID 802146, operating in the state of Alabama, either individually or collectively.
- 1.2.C 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 shall be a wholesale purchaser of services from the Company, to be used by the Customer in provisioning end user customer service. 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.D Customer Provided Equipment Customer Provided Equipment is terminal equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities. Customer Provided Equipment includes, but is not limited to, equipment provided by the Customer, the Customer's Agent, or by the Customer's end user customer.
- 1.2.E 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.”
- 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.
- 1.2.G Ethernet Ethernet is a physical link protocol reflecting the two lowest layers of the DNA/OS1 model. Ethernet networks can generally connect to Asynchronous Transfer Mode – Cell Relay Service (“ATM-CRS”) networks at port speeds of 10 Mbps, 100 Mbps and one billion bits per second (1 Gigabit or “Gbps”), subject to availability of port connections at the desired speed. Standards applicable to Ethernet transmission are established by the Institute of Electrical and Electronics Engineers (“IEEE”).
- 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 C.F.R. § 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.

\*See Addendum for introduction of Consumer Broadband Only Loop rates, terms and conditions which supersede Data-Only services effective January 3, 2017

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- 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 and password to the end user Internet customer.
- 1.2.M Interstate Access Tariff The Company’s interstate access rates are in the Company’s Interstate Access Service Tariff filed with the FCC.
- 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”).

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- 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 “Services”.
- 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 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.X 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.
- 1.2.Y 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.Z 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.

**2. Terms and Conditions**

**2.1 Undertaking of the Company**

**2.1.A Scope**

The Company makes Services available to Network Service Providers on a wholesale basis to be used by the Customer in provisioning end user customer services. Services are described in Section 3 of these Rates, Terms and Conditions.

The Company utilizes a single DSL Access Service Connection Point located within the study area of Knology of the Valley, Inc. for both Knology of the Valley, Inc. and Valley Telephone Company, LLC.

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Connecting the Customer's network to the Company's WBITS network requires the Customer to order either interstate High Capacity Special Access Service or Ethernet Transport Service ("ETS") sufficient to carry the Customer's data between its premises and the Company's designated DSL Access Connection Point. The Company provides interstate High Capacity Special Access under Interstate Access Service Tariff filed with the FCC.

Provision of Ethernet Transport Service to a Customer for connection to the Company's DSL Access Service Connection Point is available on an individual case basis ("ICB").

### 2.1.B Limitations

- (1) The Services provided pursuant to these Rates, Terms and Conditions are offered subject to the availability of facilities 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.

## 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 or 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.

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- (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 WBITS Voice-Data 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:
- (1) Using the Service for any purpose which is in violation of any law.
  - (2) 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.
  - (3) 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**

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.A 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 call (or portion thereof) that was affected. No other liability shall attach to the Company.
- 2.3.B 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 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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- 2.3.C 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 Customer Provided Equipment, Customer's facilities or Customer's services.

**2.4 Application for Service**

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. Applications for Services may be either in writing or orally and provide, at a minimum, the following information:

- 2.4.A 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.B 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 (A) above.

**2.5 Technical Standards Supplement ("TS Supplement")**

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. The agreed to technical standards shall be documented in the Technical Standards Supplement ("TS Supplement"). The TS Supplement shall be signed by both parties and incorporated by reference into the Agreement.

The TS Supplement can be amended, from time to time, based on mutual agreement of the Customer and the Company. If an industry standard becomes obsolete or is otherwise no longer supported by vendors associated with the Company's network, any duties with respect to technical standards are vitiated. In the event the Customer and the Company do not come to agreement regarding replacement industry standards, the Company shall choose the replacement industry standard most commonly used by the industry.

**2.6 Charges and Payments for Service or Facilities**

**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,

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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. (Insert specific interest rate??)
- (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 establish the start date for monthly bill periods and such monthly periods shall continue through the term of the Agreement.
- (3) Proration of Charges

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

In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that may be applicable, associated with the services provided to the Customer by the Company. Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill the Customer, but shall not be the type of taxes or surcharges customarily billed to end user customers. 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)

Services are an interstate telecommunications services purchased by the Customer for use as a component of Internet Service, a non-telecommunications service and are 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). The FUSC charge is assessed at the quarterly contribution

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factor in effect on the bill date for charges billed for Services. The FUSC owed by the Customer under the Rates, Terms and Conditions shall be equal to the Services billed multiplied by the current quarterly FUSC factor.

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 2.6.E.1. Restoration of Service will be subject to all applicable installation charges.

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. Credit allowances will also be allowed for such periods where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or 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.
- (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 Provided 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 will also 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.

2.6.G Service Interruption Measurement

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's

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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 terminate provision of WBITS Service to the Customer for the line serving the end user customer. It is the responsibility of the Customer to inform its end user customers that the Customer's service to the end user customer will be terminated immediately in the event of cancellation by the end user customer of local exchange service provided by the Company or termination of local exchange service by the Company, whether temporary or permanent, for any lawful reason.

### **2.8 Billing Disputes**

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 subject to termination under Section 2.6 above. 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

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amounts.

**3. Description of Service**

**3.1 General**

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 provided by the Company under the Agreement and Rates, Terms and Conditions with transmission facilities ordered by the Customer under the Company’s Special Access High Capacity offerings under Interstate Access Service Tariff filed with the FCC. The DSL Access Service Connection Point aggregates WBITS data.

**3.1.A DSL Access Service Connection**

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 Special Access High Capacity Services under Interstate Access Service Tariff filed with the FCC. Special Access High Capacity connections do not support Ethernet connections to the Company’s WBITS network. The Company offers Special Access High Capacity services at 1.544 Mbps or 44.736 Mbps.

Provision of Ethernet Transport Service (“ETS”) to a Customer for connection to the Company’s DSL Access Service Connection Point is available on an individual case basis (“ICB”).

**3.1.B Designated End User Premises**

The Company’s WBITS allows Customers to establish broadband Internet connections to the Customer’s designated end user customer premises.

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.

WBITS will be provided by the Company subject to the availability and limitations of Company wire centers and outside plant facilities.

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**3.2 Service Options**

WBITS is provided by the Company based on available Service options. Service options include Voice-Data WBITS and Data-Only WBITS.\*

**3.3 WBITS Provisioning**

**3.3.A Responsibility of the Company**

- (1) WBITS will be provisioned over existing Company local exchange service lines or copper facilities.
- (2) The Company will determine if the associated local exchange service line or copper facilities are suitable for use with the WBITS 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 Special Access High Capacity DSL Access Connection Point.
- (4) The Company reserves the right to temporarily interrupt WBITS for wire center or network maintenance, software updates, and in emergency situations.

**3.3.B Responsibility of the Customer**

- (1) The Customer is responsible for obtaining and installing compatible Customer end user customer premises equipment (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 and/or end user 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.

\*See Addendum for introduction of Consumer Broadband Only Loop rates, terms and conditions which supersede Data-Only services effective January 3, 2017

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- (5) The Customer must have connectivity to Company's Special Access High Capacity Service where Customer chooses to purchase WBITS. The rates and charges for Special Access High Capacity Service are in addition to the rates and charges for WBITS as set forth in these Rates, Terms and Conditions.
- (6) The Company 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**

There are four types of rates and charges applicable to WBITS. These are a monthly connection WBITS access service connection charge, a monthly WBITS line rate, a nonrecurring charge, and a WBITS network reconfiguration charge.

(1) Monthly WBITS Access Service Connection Charge

A single monthly WBITS Access Service Connection Charge applies for each month the Customer connects to the Company's WBITS network. Monthly Access Service Connection Charges are based on the volume of WBITS lines provided to the Customer for the month preceding the billing period. The WBITS Access Service Connection Charges covers, among other things, the cost of the DSL Access Service Connection provided by the Company for termination of the High Capacity Special Access Service transport ordered from the Company by the Customer under the Company's Interstate Access Service Tariff filed with the FCC.

(2) Monthly WBITS Line Rates

The monthly WBITS Line Rate applies each month or fraction thereof for each local exchange service line equipped with WBITS.

(3) Nonrecurring Charges

A nonrecurring charge applies per local exchange service line for the installation of WBITS. For one (1) or three (3) year term commitments, the nonrecurring charge for connection of the Customer's service to an end user customer does not apply.

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A nonrecurring charge also applies to the establishment of a WBITS Access Connection.

### (4) WBITS Network Reconfiguration Charge

A WBITS Network Reconfiguration Charge applies when the WBITS Customer's ISP requests the Company to modify the Company's network to accommodate a change in the WBITS Customer's existing WBITS line. A nonrecurring charge applies for each request per WBITS line. The Company will bill the WBITS Network Reconfiguration Charge to the WBITS Customer's ISP. No WBITS Network Reconfiguration Charge shall apply where the change requested by the WBITS Customer is for an increase in WBITS transmission speed. No WBITS Network Reconfiguration Charge shall apply where the change requested by the WBITS Customer is for an increase in term commitment.

All changes to existing WBITS (including but not limited to change of ISP), other than changes involving WBITS Access Network Reconfigurations and administrative activities, will be treated as a discontinuance of the existing service and an installation of a new service. A nonrecurring installation charge will apply per WBITS line for this work activity.

### 3.4.B Changes

All changes to existing WBITS (e.g., a change of Network Service Provider and restoral 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), other than the changes involving WBITS network reconfigurations under Section 3.4.A(4) preceding and administrative activities, will be treated as a discontinuance of the existing service and an installation of a new service. A nonrecurring installation charge will apply per WBITS line for this work activity.

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

- Change of customer designated premises address when the change of address is not a result of a physical relocation of equipment,
- 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 of Customer contact name or telephone number, and
- Change of jurisdiction.

### 3.4.C Line Conditioning

Line conditioning may be required if the facility will not accommodate WBITS technology. This may include, but is not limited to, the removal of load coils, bridge taps and/or repeaters. The Company does not warrant that line conditioning will permit the provision of WBITS technology. Line conditioning will be performed exclusively by the Company or its agents. The costs associated with line conditioning are the responsibility

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of the Customer. The Company will bill the Customer for all costs associated with line conditioning.

3.4.D Minimum Period

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.E Moves

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

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 for the service termination affected. 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 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.F WBITS Term Plan Rates

The WBITS Term Plan allows Customers discounted access rates based upon the term commitment.

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**4. Rates and Charges**

**4.1 WBITS Access Service Connection**

Per WBITS Access Service Connection ordered between Customer and the Company's DSL Access Service Connection Point.

Term Commitment		
	Monthly Recurring Charge	Non-recurring Charge
None	\$400.00	\$1,000.00
1 Year		
3 Year		

**4.2 WBITS Network Reconfiguration Charge**

Nonrecurring Charge per WBITS access line reconfigured.

Term Commitment	Per Re-configuration
None	\$25.00
1 Year	
3 Year	

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**4.3 WBITS Monthly Recurring and Nonrecurring Line Charges**

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
<u>Line Charge</u>		
Voice-Data	\$22.23	\$100.00
Data-Only*		

\*See Addendum for introduction of Consumer Broadband Only Loop rates, terms and conditions which supersede Data-Only services effective January 3, 2017

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**ADDENDUM**

**CONSUMER BROADBAND ONLY LOOP SERVICE**

Consumer Broadband-Only Loop (CBOL) service provides for use of a line without local exchange voice service for use in connection with fixed broadband Internet access service. The CBOL Charge recovers the Company's loop-related costs when a CBOL Service is provided by the Company without voice telephone service.

The monthly CBOL Charge rate applies to each data-only broadband access transmission service line ordered by the customer.

CBOL Charge

Monthly Rate Per CBOL Service Line          \$1.00