

Digital Subscriber Line Service Guide

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

REGULATIONS, RATES, AND CHARGES

**Applying to the Provision of DSL
For Customers of
Wilson Telephone Company, Inc.**

This DSL Service Guide does not include Internet Access, Content or any connections beyond Wilson Telephone Company, Inc.'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
ISP	-	Internet Service Provider
kbps	-	kilobits per second
LAN	-	Local Area Network
Mbps	-	Megabits per second
NIC	-	Network Interface Card
NID	-	Network Interface Device
SDSL	-	Symmetric Digital Subscriber Line
VPCP	-	Volume Pricing Commitment Plan

Digital Subscriber Line Service Guide

1. Application of Service Guide

This Service Guide contains regulations, rates and charges applicable to the provision of Digital Subscriber Line (DSL) Services. These DSL services are provided to customers by Wilson Telephone Company, Inc. hereinafter "WTC".

The provision of such services by WTC as set forth in this Service Guide does not constitute a joint undertaking with the customer for the furnishing of any service.

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1 Application of Service Guide (Cont'd)

1.1 Definitions

Certain terms used throughout this Service Guide are defined as follows:

- 1.1.1. Asymmetric Digital Subscriber Line Access Service ("ADSL") Connection to the internet that allows for download speeds that are greater than the upload speeds.
- 1.1.2. Central Office ("CO") The common carrier switching center in which trunks and/or loops are terminated and switched.
- 1.1.3. Customer Any individual, association, partnership, corporation, cooperative, trust or governmental agency, or other entity which utilizes the Services provided by WTC.
- 1.1.4. Customer Designated Premises ("CDP") The location that is designated by the customer for the main purpose of connecting to WTC's service.
- 1.1.5. - Reserved for Future Use -
- 1.1.6. Digital Subscriber Line ("DSL") Refers to the transfer of data over the same wires used for voice telephone service to connect to the Internet.
- 1.1.7. Digital Subscriber Line Access Multiplexer ("DSLAM") The equipment used by an Internet Service Provider to route incoming DSL connections to the Internet and that allows for a group of subscriber connections into one aggregate Internet connection.
- 1.1.8. Force Majeure When an extraordinary event or circumstance beyond the control of WTC occurs and prevents fulfillment of obligations under the contract. Examples include, but are not limited to, war, strike, riot, crime, terrorist activities, or an event described by the legal term "act of God" (e.g., natural disaster such as, but not limited to, fire, flooding, storm, tornado, hurricane, earthquake, volcanic eruption).
- 1.1.9. Internet Protocol ("IP") The industry standard protocol or method by which data is sent from one computer to another on the Internet.
- 1.1.10. Internet Service Provider ("ISP") An organization that provides access to the Internet to the end user Internet customer.

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1 Application of Service Guide (Cont'd)

1.1 Definitions (Cont'd)

- 1.1.11. Kilobits per second ("Kbps") Widely used measure of data transfer speed. 1Kbps is equal to 1,000 bits per second.
- 1.1.12. Megabits per second ("Mbps") Widely used measure of data transfer speed. 1Mbps is equal to 1 million bits per second.
- 1.1.13. Local Area Network ("LAN") Refers to a group of computers and associated devices that all share a common communications line or wireless link.
- 1.1.14. Network Interface Card ("NIC") Refers to the card that "physically" makes the connection between the computer and the network cable.
- 1.1.15. Network Interface Device ("NID") Refers to the device that allows computers within a Local Area Network to interconnect to an outside network.
- 1.1.16. Study Area A geographical area of an ILEC's telephone operations in which the National Exchange Carrier Association, Inc. (NECA) has assigned a six-digit study area code.
- 1.1.17. Symmetric Digital Subscriber Line ("SDSL") Connection to the internet that allows for the same download and upload speeds.
- 1.1.18. Telecommunications The transmission of voice communications and subject to the capabilities of the service, the transmission of data, signaling, or any other form of intelligence.
- 1.1.19. Voice-Data The provision of service over a line that also carries WTC provided local exchange switched voice services to the customer premises.
- 1.1.20. Volume Pricing Commitment Plan ("VPCP") Allows for discounted rates for services based on commitments of minimum volumes.

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1 Application of Service Guide (Cont'd)

1.2 DSL Service Descriptions

1.2.1. Service Provisioning

DSL Services are provisioned utilizing existing WTC facilities and transported to its backbone network. The services provide for a connection from the Customer Designated Premises to the designated WTC connection point. Where facilities permit, access from WTC's DSL connection point will be provided by Special Access.

1.2.2. Responsibility and Rights of Telephone Company

WTC will maintain and provision services for the customer up to and including the Network Interface Device ("NID") and advise the customer of necessary equipment to support the services. WTC will not provide services if it is determined that it is not technically feasible over the existing facilities or if it will cause interference issues with the existing services. In emergency situations, WTC will have the right to temporarily interrupt services in order to resolve the issue.

1.2.3. Responsibility and Rights of Customer

Customer will have the responsibility of providing compatible Customer Premise Equipment to connect to services; in addition to providing WTC with the necessary information, such as Internet Protocol ("IP"), to provision services. Customer is responsible for the payment of all applicable charges for services or facilities provided by WTC to the Customer.

Customer understands that services are subject to the condition that Customer will not abuse or conduct any fraudulent and/or illegal uses of services.

1.2.4. Application

Customer must submit an Application for Services with WTC in order to initiate, change or cancel services. Such Application must include, either written or orally provided: Customer name, address, telephone number and if applicable, designated officer or agent.

Upon receiving the completed Application, WTC and Customer will enter into an agreement that sets forth the specific services that Customer is requesting and ordering along with the terms and volume commitments.

Digital Subscriber Line Service Guide

1 Application of Service Guide (Cont'd)

1.2 DSL Service Descriptions (Cont'd)

1.2.5. Charges and Payments for DSL Services

WTC reserves the right to require Customer to provide a deposit or letter of credit as a guarantee of the payment of charges for provided DSL Services from WTC. When applicable, deposit will be held by WTC and may be refunded or credited back to Customer at any time, at WTC's discretion, prior to termination of DSL Services. The deposit does not relieve the Customers responsibility for making required payments to WTC. Any and all remaining balances of the deposit will be credited and refunded back to Customer upon termination of DSL Services.

DSL Services will be provided and billed on a month to month basis and will continue until canceled by Customer or WTC in the form of a written notice. WTC will establish the start date and subsequent monthly billing cycles. Monthly bills will include the charge of providing services, in addition to applicable taxes, fees, surcharges and any other applicable charges. Taxes and Surcharges are established by the Federal, State and Local authorities that require WTC to bill Customer.

Payments will be due by the date listed on Customer's monthly bill. If Customer fails to remit payment by listed due date, a Late Charge may be assessed in an amount not to exceed the highest allowed interest rate by State Law on the amount past due. Total amount remaining unpaid plus Late Charges will carry over to the following monthly bill. Late Charges will not be applied to any amount that is being disputed by Customer. At WTC's discretion, services may be denied or discontinued due to nonpayment. Upon payment of outstanding balance in full, services will be restored and will be subject to applicable installation (nonrecurring) charges as set forth in Sections 3.2 and 4.2 following and an additional deposit may be required.

In the event of failure of WTC's equipment or facilities that cause an unscheduled disruption of service to Customer for a continuous 48 hours, a Credit of Services will be given to Customer upon Customer's written request. The Credit of Service allowance will begin from the time Customer notifies WTC of the failure, and the outage is verified by WTC, and ends upon the restoration of services and WTC attempts to notify Customer. If the failure is not due to a failure of WTC's equipment or facilities, or is a result of the Customer Provided Equipment (CPE) or Facilities, a Credit of Services will not be allowed, nor will a Credit of Service be given for interruptions of service caused by negligence or willful acts of the Customer, nor by a force majeure event. If a Credit of Service applies, the amount of the credit will be a pro-rata portion of the monthly billing beginning when WTC is notified of the outage by Customer and ending when WTC attempts to notify the Customer of service restoration.

Effective: January 1, 2018

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1 Application of Service Guide (Cont'd)

1.2 DSL Service Descriptions (Cont'd)

1.2.6. Denial or Termination of DSL Service by Telephone Company

Services may be denied or terminated by WTC without giving notice to Customer and without liability in the event of any of the following events occur:

- a. Willful damage of WTC's equipment, interference with use of WTC's service by other Customers; unreasonable capacity demands on WTC's facilities or Services; violation of any statute or provision of law, rule or regulation of State or Federal Regulatory Agency that relates to communications; or any failure of compliance of this Service Guide.
- b. Customer becomes insolvent, subject of formal legal proceeding involving either voluntary or involuntary petition or proceeding in bankruptcy which may result in protection or relief from creditors.
- c. WTC determines any of the provided Services are being used by Customer or its agent for fraudulent or illegal activity.

1.2.7. Billing Disputes

Any billing that Customer believes WTC billed in error must be brought to WTC's attention within 60 days of the billed date. Any billing that exceeds 60 days will not be considered for any credit or adjustments. Once Customer notifies WTC of the amount in dispute, Customer may withhold payment on the disputed amount pending resolution. Customer will be responsible for all non-disputed charges by remitting payment by the due date as listed on the monthly bill. WTC will research the dispute to determine whether an adjustment or credit is needed or if the dispute is unjustified. Customer will have 15 days to pay any amount that WTC determines to be a valid charge.

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2. Federal Universal Service Charge (FUSC)

2.1 Federal Universal Service Charge (FUSC)

The Federal Universal Service Charge (FUSC) recovers WTC's contribution to various federal universal service funds. WTC will apply a surcharge factor each month to the billed charges for DSL services provided to Customers from this Service Guide.

FUSC will not apply to DSL services purchased by Customers that resell these services to end users as part of an interstate telecommunications service and are required to contribute to the various federal universal service funds. In case of a dispute regarding whether the customer is reselling services and contributing to the various federal universal service funds, WTC may request a signed certification to that effect from the customer.

2.1.1. Rate Regulations

WTC will bill FUSC each month as described below. The FUSC Surcharge Factor is set forth in Section 4.1, following.

(A) FUSC Surcharge Factor

WTC will multiply the FUSC Surcharge Factor set forth in Section 4.1, following, against the Customer's bill of interstate access services charges, which include the DSL services.

Digital Subscriber Line Service Guide

3. Digital Subscriber Line (DSL) 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 (CDP) and designated WTC central office (CO).

DSL Services use proprietary equipment to provide high-speed digital internet access. The equipment consists of Digital Subscriber Line Access Multiplexer (DSLAM) located in the CO and the corresponding remote "modem" unit located at the customer premises.

3.2 Installation

Installation of DSL Services will be from the CO to 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 WTC if offered.

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 WTC 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 NID.

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

3.3 Conditions

The following conditions set forth by WTC are applicable for DSL Services provided by WTC:

- 3.3.1. The initial and minimum service period is one month.
- 3.3.2. Specified data access rates are the peak download rates available on the local loop segment of the facility. WTC 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 in a voice-data service offering, WTC will automatically disconnect the DSL Service
- 3.3.6. WTC has bundling prices available at their discretion.

3.4 Temporary Suspension

Temporary suspension of service is not offered.

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4. Rates and Charges

4.1 Federal Universal Service Charge (FUSC)

Regulations concerning the Federal Universal Service Charge are set forth in Section 2.1 preceding.

FUSC Surcharge Factor	<u>Percentage</u> *
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* This percentage is calculated by the Federal Communications Commission and is updated on a quarterly basis.

4.2 Digital Subscriber Line (DSL) Service

- (A) The recurring and non-recurring rates and charges for the digital subscriber line service offered in this guidebook are the highest rate band for the recurring and non-recurring retail rates as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 5 SECTION 17.4.9. (A) – (F) DIGITAL SUBSCRIBER LINE ACCESS SERVICES.
- (B) WTC offers discounted pricing through a VPCP for customers who commit to purchasing at a minimum the monthly volume commitment level.

Monthly Volume Commitment Level	950 Lines	
	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<u>Monthly VPCP Line Charges</u>		
ADSL Line Charge (Up/Down)		
- Per Voice-Data Line		
- Up to 500Mbps/500Mbps	\$11.00	Waived