
Digital Subscriber Line Service Guide

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

REGULATIONS, RATES, AND CHARGES

**Applying to the Provision of DSL
For Customers of
Rural Telephone Service Company, Inc. dba Nex-Tech**

This DSL Service Guide does not include
Internet Access, Content or any connections
beyond Nex-Tech'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 MM-VCC | - | Ethernet Transport Service MultiMedia Virtual Circuit Channel |
| 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 |

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 Rural Telephone Service Co., Inc. dba Nex-Tech hereinafter "Nex-Tech".

The provision of such services by Nex-Tech 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 Nex-Tech.
 - 1.1.4. Customer Designated Premises ("CDP") The location that is designated by the customer for the main purpose of connecting to Nex-Tech's service.
 - 1.1.5. Data Only Customers Refers to the provision over a line that does not also carry local exchange switched voice telephone service to the customer designated premise.
 - 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 Nex-Tech 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 by providing a user name and password 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. MultiMedia Virtual Circuit Channel ("MM-VCC") Allows for the ability to send high speed multimedia transmissions.
- 1.1.15. Network Interface Card ("NIC") Refers to the card that "physically" makes the connection between the computer and the network cable.
- 1.1.16. Network Interface Device ("NID") Refers to the device that allows computers within a Local Area Network to interconnect to an outside network.
- 1.1.17. 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.
- 1.1.18. Symmetric Digital Subscriber Line ("SDSL") Connection to the internet that allows for the same download and upload speeds.
- 1.1.19. 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.
- 1.1.20. Voice-Data The provision of service over a line that also carries Nex-Tech provided local exchange switched voice services to the customer premises.
- 1.1.21. Volume Pricing Commitment Plan Allows for discounted rates for services based on commitments of minimum volumes over a determined term.

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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 Nex-Tech facilities and transported to its backbone network. The services provide for a connection from the Customer Designated Premises to the designated Nex-Tech's connection point. Where facilities permit, access from Nex-Tech's DSL connection point will be provided by Special Access.

1.2.2. Responsibility and Rights of Nex-Tech

Nex-Tech 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. Nex-Tech 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, Nex-Tech 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 Nex-Tech 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 Nex-Tech 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 Nex-Tech 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 completed Application, Nex-Tech and Customer will enter in to an agreement that sets forth the specific services that Customer is requesting and ordering along with any volume commitments.

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1 Application of Service Guide (Cont'd)

1.2 DSL Service Descriptions (Cont'd)

1.2.5. Charges and Payments for DSL Services

Nex-Tech 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 Nex-Tech. When applicable, deposit will be held by Nex-Tech and may be refunded or credited back to Customer at any time prior to termination of DSL Services. The deposit does not relieve the Customers responsibility for making required payments to Nex-Tech. 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 Nex-Tech in the form of a written notice. Nex-Tech 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 Nex-Tech to bill Customer.

Payments will be due by the date listed on Customers 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 Nex-Tech'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 Nex-Tech'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. The Credit of Service allowance will begin from the time Customer notifies Nex-Tech of the failure and ends upon the restoration of services and Nex-Tech attempts to notify Customer. If the failure 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 neither by negligence or willful acts of the Customer nor by force majeure.

Digital Subscriber Line Service Guide

1 Application of Service Guide (Cont'd)

1.2 DSL Service Descriptions (Cont'd)

1.2.6. Denial or Termination of DSL Service by Nex-Tech

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

- a. Willful damage of Nex-Tech's equipment, interference with use of Nex-Tech's service by other Customers; unreasonable capacity demands on Nex-Tech'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. Nex-Tech 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 Nex-Tech billed in error will need to be brought to Nex-Tech'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 Nex-Tech 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. Nex-Tech 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 Nex-Tech 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 Nex-Tech's contribution to various federal universal service funds. Nex-Tech will apply a surcharge factor each month to the billed charges for DSL services provided to end users 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, Nex-Tech may request a signed certification to that effect from the customer.

2.1.1. Rate Regulations

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

(A) FUSC Surcharge Factor

Nex-Tech will multiply the FUSC Surcharge Factor set forth in Section 4.1, following, against the end user's bill of interstate access services charges, which include the DSL services.

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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 Nex-Tech 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 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 Nex-Tech.

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 Nex-Tech 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.

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

3.3 Conditions

The following conditions set forth by Nex-Tech are applicable for DSL Services provided by Nex-Tech:

- 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. Nex-Tech 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, Nex-Tech will automatically disconnect the DSL Service (This does not apply to Data Only customers).
- 3.3.6. Nex-Tech has bundling prices available at their discretion.
- 3.3.7. A DSL Network Reconfiguration Charge applies when the DSL Service customer requests Nex-Tech's network to:
 - (1) Accommodate a change in the DSL Service customer's existing IP address
 - (2) Limit the data speed delivered over the customer's existing DSL Service line

The nonrecurring charge set forth in Section 4.3, following, applies for each request per DSL Service line.

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

3.5 MultiMedia Virtual Circuit Channel (MM-VCC)

Where suitable facilities exist, a customer that requires the ability to send high speed multimedia transmissions (for bandwidth needed above DSL speeds listed in this service guide) may also order a MM-VCC between its CDP and the premises of the end user customer location in the field, provided such end user customer's premises is equipped with DSL Service provided by Nex-Tech under this Service Guide. The MM-VCC is available in increments of 1 Mbps or 4 Mbps, see Section 4.4 following. 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 Nex-Tech's plant and network capabilities (as determined by Nex-Tech).

Where suitable facilities exist, an Ethernet Transport Service (ETS) customer that requires the ability to send high speed multimedia transmission may also order an ETS MultiMedia Virtual Circuit (ETS MM-VCC) between its CDP and the premises of its end user customer, provided such end user customer's premises is equipped with ADSL Access Service provided by Nex-Tech under this Service Guide. ETS MM-VCCs are only available when the ETS customer's CDP, the ETS customer's end user premises, and Nex-Tech's DSL Access Service Connection Point SWC are all located within the serving territory of Nex-Tech. ETS MM-VCCs do not increase the bandwidth capacity of ETS CTs, ETS Ports, ETS EVCs and/or Special Access Service Channel Terminations, Channel Mileage Facility and Channel Mileage Terminations used by the ETS customer to connect its CDP to the DSL Access Service Connection Point SWC. The ETS MM-VCC is available in increments of 10 Mbps, see Section 4.4 following.

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

3.5 MultiMedia Virtual Circuit Channel (MM-VCC) (Cont'd)

MM-VCC transmission speeds are not guaranteed and may be affected by factors that affect the actual speeds delivered, including the ADSL Access Service customer's distance from Nex-Tech SWC, condition of the facilities, and any capacity limitations in the customer's network design.

Nex-Tech 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 Nex-Tech has located its DSL Access Service Connection Point. The ETS MM-VCC nonrecurring charge will apply.

3.6 Temporary Suspension

When an end user temporarily suspends the local exchange service that is associated with an ADSL and/or SDSL Voice-Data option and also requests the ADSL and/or SDSL Voice-Data option be placed on temporary suspension for the same period of time. Nex-Tech will not bill the customer the monthly ADSL and/or SDSL Voice-Data Line Charge while the ADSL and/or SDSL Voice-Data option is placed on temporary suspension.

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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.

| | |
|-----------------------|-------------------|
| | <u>Percentage</u> |
| FUSC Surcharge Factor | * |

4.2 Digital Subscriber Line (DSL) Service

(A) The rates and charges for the digital subscriber line service offered in this guidebook are the highest rate band for the monthly and reoccurring 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) Nex-Tech offers a volume pricing commitment plan.

Monthly Volume Commitment Level 5000 Lines

Monthly Volume Discount Individual Contract Basis.

* This percentage is calculated by the FCC and is updated on a quarterly basis.

4.3 DSL Network Reconfiguration

| | <u>Monthly Rate</u> | <u>Nonrecurring Charge</u> |
|------------------------------------|-------------------------|--------------------------------|
| <u>DSL Network Reconfiguration</u> | | |
| -Per DSL Service Line per request | None | \$27.00 |

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4. Rates and Charges (Cont'd)

4.4 MultiMedia Virtual Circuit Channel (MM-VCC)

| | Monthly Rate | <u>Nonrecurring</u> Charge* |
|----------------------------|-----------------|--------------------------------|
| -Per 1 Megabit | \$2.12 | \$7.00 |
| -Per 4 Megabit | \$4.10 | \$7.00 |
| -ETS MM-VCC Per 10 Megabit | \$3.89 | \$7.00 |
| -Per MM-VCC Design Change | None | \$6.00 |

* Non-recurring charge is per MM-VCC, not per increment.