

Terms and Conditions for North State's Digital Subscriber Line Access Service

DSL CONTRACT

TABLE OF CONTENTS

	<u>Page No.</u>
8. <u>DIGITAL SUBSCRIBER LINE ACCESS SERVICES</u>	8-1
8.1 <u>Asymmetric Digital Subscriber Line Access Service</u>	8-1
8.1.1 General	8-1
8.1.2 Limitations	8-2
8.1.3 Undertaking of the Telephone Company	8-3.1
8.1.4 Obligations of the Customer	8.4
8.1.5 Rate Regulations	8-5
8.4 <u>Digital Subscriber Line Access Services Wholesale Rate Plan</u>	8-19
8.4.1 General	8-19
8.4.2 Volume Plan	8-21
17. <u>RATES AND CHARGES</u>	
17.4 Other Services	17-42.1
17.4.9 Digital Subscriber Line Access Services	17-42.1

DSL CONTRACT

8. Digital Subscriber Line Access Services

Where offered under this Contract, Digital Subscriber Line Access 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 and designated Telephone Company Serving Wire Centers.

8.1 Asymmetric Digital Subscriber Line Access Service

8.1.1 General

Asymmetric Digital Subscriber Line (ADSL) Access Service enables data traffic generated by a customer-provided modem to be transported to a DSL Access Service Connection Point using the Telephone Company's local exchange service facilities. A DSL Access Service Connection Point is an interconnection point designated by the Telephone Company in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. (NECA) Tariff F.C.C. No. 4 at which the customer may interconnect its ADSL Access Service provided by the Telephone Company under this contract or its wireline broadband Internet transmission service provided on a non-tariffed, common carrier basis with the tariffed, interstate access services described below. The DSL Access Service Connection Point aggregates ADSL Access Service and/or wireline broadband Internet transmission service data traffic from and to suitably equipped Telephone Company Serving Wire Centers (SWCs). The DSL Access Service Connection Point may be located within the operating territory of the Telephone Company for connections to Special Access Services, Frame Relay Access Service or Asynchronous Transfer Mode Cell Relay Access Service (ATM-CRS) or, in the operating territory of another telephone company for connections to special access or frame relay access services, provided both telephone companies agree to such an arrangement.

When both the ADSL-equipped SWC and its associated DSL Access Service Connection Point are located within the Telephone Company's operating territory, the customer's ADSL Access Service must be connected to a single telecommunications service provider's (TSP's) customer designated premises using the Telephone Company's Special Access Services, Frame Relay Access Service or ATM-CRS provided under NECA F.C.C .Tariff No. 5.

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.1 Asymmetric Digital Subscriber Line Access Service (Cont'd)

8.1.1 General (Cont'd)

When both the ADSL-equipped SWC from which the Telephone Company provides local exchange and exchange access services and its associated DSL Access Service Connection Point are located in the operating territory of another telephone company, the customer's ADSL Access Service must be connected to a single TSP's customer designated premises using either equivalent special access service or frame relay access service provided by the distant telephone company.

When the ADSL-equipped SWC is located within the Telephone Company's operating territory and its associated DSL Access Service Connection Point is located in the operating territory of another telephone company, the customer's ADSL Access Service must be connected to a single TSP's customer designated premises using either equivalent frame relay access service provided by the distant telephone company, or equivalent special access service provided by the distant telephone company.

Standard ADSL Access Service is available as two service options, i.e., Standard ADSL Voice-Data and Standard ADSL Data-Only.

- (A) The Standard ADSL Voice-Data option provides transmission of data signals at peak data transmission speeds of 5 Mbps upstream and 10 Mbps downstream using the Telephone Company's existing local exchange service line. This option may be used for simultaneous voice and data communications.
- (B) The Standard ADSL Data-Only option provides transmission of data signals at peak transmission speeds of 5 Mbps upstream and 10 Mbps downstream using the Telephone Company's existing local exchange facilities. This option does not provide the ability to transmit voice communications.

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.1 Asymmetric Digital Subscriber Line Access Service (Cont'd)

8.1.1 General (Cont'd)

Premium ADSL Access Service is available as two service options, i.e., Premium ADSL Voice-Data and Premium ADSL Data-Only.

- (C) The Premium ADSL Voice-Data option provides transmission of data signals at peak data transmission speeds of 5 Mbps upstream and 20 Mbps downstream using the Telephone Company's existing local exchange service line. This option may be used for simultaneous voice and data communications.
- (D) The Premium ADSL Data-Only option provides transmission of data signals at peak transmission speeds of 5 Mbps upstream and 20 Mbps downstream using the Telephone Company's existing local exchange facilities. This option does not provide the ability to transmit voice communications.

Enhanced ADSL Access Service is available as two service options, i.e., Enhanced ADSL Voice-Data and Enhanced ADSL Data-Only.

- (E) The Enhanced ADSL Voice-Data option provides transmission of data signals at a peak data transmission speeds of 5 Mbps upstream and 40 Mbps downstream using the Telephone Company's existing local exchange service line. This option may be used for simultaneous voice and data communications.
- (F) The Enhanced ADSL Data-Only option provides transmission of data signals at peak transmission speeds of 5 Mbps upstream and 40 Mbps downstream using the Telephone Company's existing local exchange facilities. This option does not provide the ability to transmit voice communications.

Premier ADSL Access Service is available as two service options, i.e., Premier ADSL Voice-Data and Premier ADSL Data-Only.

- (G) The Premier ADSL Voice-Data option provides transmission of data signals at a peak data transmission speeds of 5 Mbps upstream and 80 Mbps downstream using the Telephone Company's existing fiber local exchange service line. This option may be used for simultaneous voice and data communications.
- (H) The Premier ADSL Data-Only option provides transmission of data signals at peak transmission speeds of 5 Mbps upstream and 80 Mbps downstream using the Telephone Company's existing fiber local exchange facilities. This option does not provide the ability to transmit voice communications.

Effective: Sep. 1, 2009

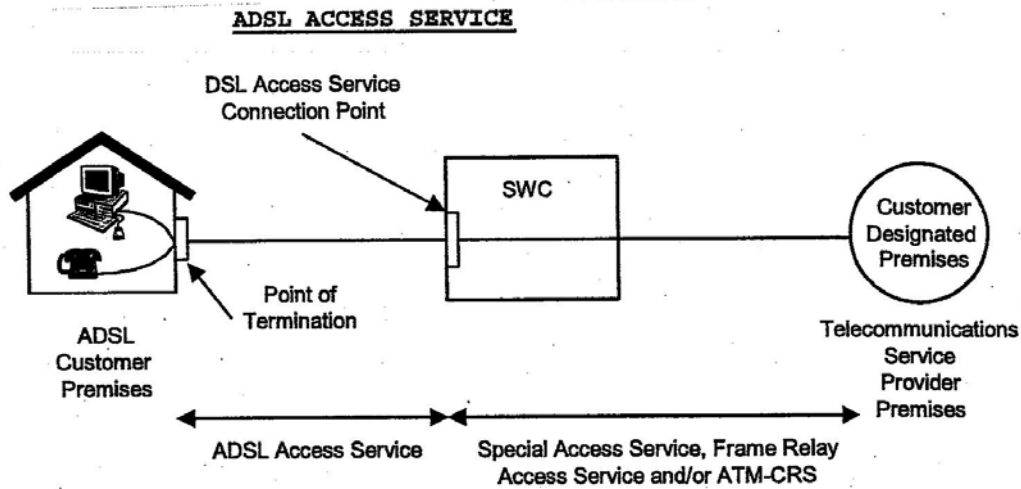
DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.1 Asymmetric Digital Subscriber Line Access Service (Cont'd)

8.1.1 General (Cont'd)

A generic view of how ADSL Access Service could be interconnected with a TSP's network is depicted in the figures following. In the example, the customer's ADSL-equipped Serving Wire Center and associated DSL Access Service Connection Point are located in the same office within the Telephone Company's operating territory. The ADSL Access Service customer orders ADSL Access Service pursuant to the provisions specified in this section. The ADSL Access Service customer's TSP orders Special Access Services. Frame Relay Access Service and/or Asynchronous Transfer Mode Cell Relay Access Service (ATM-CRS) pursuant to the provisions specified in NECA F.C.C. Tariff No. 5 Sections 7, Sections 16.1 and 16.2 and to connect its customer designated premises to the DSL Access Service Connection Point.



DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.1 Asymmetric Digital Subscriber Line Access Service (Cont'd)

8.1.2 Limitations

Standard ADSL Access Service is available as two service options as described above. Standard ADSL Access Service is at a maximum upstream speed of 5 Mbps (i.e., from the customer's equipment up to the DSL Access Service Connection Point) and a maximum downstream speed of 10 Mbps (i.e., from the DSL Access Service Connection Point down to the customer's equipment).

Premium ADSL Access Service is available as two service options as described above. Premium ADSL Access Service is at a maximum upstream speed of 5 Mbps (i.e., from the customer's equipment up to the DSL Access Service Connection Point) and a maximum downstream speed of 20 Mbps (i.e., from the DSL Access Service Connection Point down to the customer's equipment).

Enhanced ADSL Access Service is available as two service options as described above. Enhanced ADSL Access Service is at a maximum upstream speed of 5 Mbps (i.e., from the customer's equipment up to the DSL Access Service Connection Point) and a maximum downstream speed of 40 Mbps (i.e., from the DSL Access Service Connection Point down to the customer's equipment).

Premier ADSL Access Service is available as two service options as described above. Premier ADSL Access Service is at a maximum upstream speed of 5 Mbps (i.e., from the customer's equipment up to the DSL Access Service Connection Point) and a maximum downstream speed of 80 Mbps (i.e., from the DSL Access Service Connection Point down to the customer's equipment).

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.1 Asymmetric Digital Subscriber Line Access Service (Cont'd)

8.1.2 Limitations (Cont'd)

These peak speeds are not guaranteed by the Telephone Company due to factors that may affect the actual speeds delivered, including the ADSL Access Service customer's distance from the Telephone Company Serving Wire Center, condition of the existing local exchange service facilities, and any capacity limitations in the TSP's network design.

The Telephone Company does not provide customer premises equipment (CPE) in conjunction with the ADSL Access Service offering.

ADSL Access Service may not be used in conjunction with multi-point Special Access Service configurations as described in NECA F.C.C. Tariff No. 5 Section 7.1.3.

ADSL Access Service will be furnished where suitable facilities exist as determined by the Telephone Company. The Telephone Company will identify its ADSL-equipped Serving Wire Centers, DSL Access Service Connection Point Serving Wire Centers, and, if applicable, DSL Transport Hub Serving Wire Centers in the NECA F.C.C. Tariff No. 4.

ADSL Access Service will be provided over existing Telephone Company local exchange service facilities. When the customer orders the ADSL Voice-Data option, the rates and regulations for ADSL Access Service are in addition to any rates and regulations that apply for the associated local exchange service line provided under the terms and conditions in the Telephone Company's general and/or local exchange service tariffs. The Telephone Company will automatically disconnect the ADSL Access Service Voice-Data option when the associated local exchange service line is disconnected for any reason.

Rates and regulations for Special Access Services, Frame Relay Access Service and Asynchronous Transfer Mode Cell Relay Access Service provided in NECA F.C.C. Tariff No. 5 will apply for the access service(s) provided between the TSP's customer designated premises and the DSL Access Service Connection Point, as described in NECA F.C.C. Tariff No. 5 Sections 7, 16.1 and 16.2.

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.1 Asymmetric Digital Subscriber Line Access Service (Cont'd)

8.1.2 Undertaking of the Telephone Company

The Telephone Company will provide ADSL Access Service at rates and charges as set forth in Sections 17.4.9(A), and/or 17.4.9(G), as follows:

- (A) The Telephone Company will determine if the associated local exchange service line or facilities are suitable for use with the ADSL Access Service option ordered by the customer. Service will not be provided on lines that the Telephone Company determines are not suitable for ADSL Access Service or on lines that produce interference with other services provided by the Telephone Company.
- (B) The Telephone Company, after determining if the facilities are suitable for ADSL Access Service, will notify the customer if the customer's CPE is compatible with the equipment deployed in the Telephone Company's Serving Wire Center and, if any additional CPE is necessary to support ADSL Access Service.
- (C) The Telephone Company will provision and maintain ADSL Access Service from the DSL Access Service Connection Point to the Point of Termination at the ADSL Access Service customer's premises.

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.1 Asymmetric Digital Subscriber Line Access Service (Cont'd)

8.1.3 Obligations of the Customer

In addition to the regulations described in other sections of this contract, the following provisions apply to ADSL Access Service:

- (A) The customer is responsible for providing the Telephone Company with the necessary information to provision ADSL Access Service (e.g., customer name, telephone number and premises address; billing name and address when different from the customer name and premise address; its internet Protocol (IP) address; and the contact name and telephone number of the TSP with which the customer's ADSL Access Service will interconnect).
- (B) The customer is responsible for providing and maintaining all required customer provided equipment (CPE), which is compatible with ADSL Access Service.

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.1 Asymmetric Digital Subscriber Line Access Service (Cont'd)

8.1.4 Rate Regulations

This section contains the regulations governing the rates and charges that apply for ADSL Access Service. Regulations governing the rates and charges for the Special Access Services, Frame Relay Access Service and Asynchronous Transfer Mode Cell Relay Access Service provided under this Contract used in conjunction with ADSL Access Service are as specified in NECA F.C.C. Tariff No. 5 Sections 7, 16.1 and 16.2.

(A) Minimum Period

The minimum period for which ADSL Access Service is provided to a customer and for which charges are applicable is one month.

(B) Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the ADSL Access Service customer designated premises
- The ADSL Access Service customer designated premises

The provisions for moves of ADSL Access Service are the same as those described in NECA F.C.C. Tariff No. 5 Section 7.2.3, except that an Access Order Charge will not apply to move orders for the ADSL Access Service Voice-Data option.

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.1 Asymmetric Digital Subscriber Line Access Service (Cont'd)

8.1.5 Rate Regulations (Cont'd)

(C) Temporary Suspension of Service

When an end user temporarily suspends the local exchange service that is associated with an ADSL Voice-Data option, one half of the monthly ADSL Voice-Data Line Charge will be temporarily suspended for the time period the associated local exchange service is suspended

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.1 Asymmetric Digital Subscriber Line Access Service (Cont'd)

8.1.5 Rate Regulations (Cont'd)

(E) Rate Categories

There are three types of rates and charges applicable to ADSL Access Service. These are monthly rates, volume discount rates and a nonrecurring charge.

The monthly rate for the ADSL Line Charge applies each month or fraction thereof for each ADSL Voice-Data option and ADSL Data-Only option ordered by the customer.

The volume discount rate for the ADSL Line Charge applies each month or fraction thereof for each ADSL Voice-Data option and ADSL Data-Only option ordered by the customer who has the allotted volume of customers.

A nonrecurring charge applies for each ADSL Voice-Data and ADSL Data-Only option ordered by the customer for the installation of ADSL Access Service. The nonrecurring charge will be waived for each new ADSL Voice-Data option and ADSL Data-Only option Access Line ordered when the customer commits to retain 10,000 or more ADSL lines.

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.4 DSL Access Services Wholesale Rate Plan

8.4.1 General

The telecommunications services offered under the DSL Access Services Wholesale Rate Plan (DSL WRP) are provided at wholesale rates to the customer under the conditions listed below.

- (A) The customer purchases ADSL Access Service as described in Sections 8.1, preceding, for the purpose of combining these telecommunications services with its own information service(s) to create a new retail service for sale to its end user customer(s).
- (B) In addition to the obligations specified in Sections 8.1.4, preceding, the customer assumes the following obligations:
 - (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 Telephone Company for any aspect of the service the customer provides.
 - (2) The customer will submit orders for ADSL Access Service to the Telephone Company in a format and manner designated by the Telephone Company.
 - (3) The customer will obtain the appropriate authorization to allow the Telephone Company to provision ADSL Voice-Data Access Service over the customer's end user's existing telephone exchange service line.

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.4 DSL Access Services Wholesale Rate Plan (Cont'd)

8.4.1 General (Cont'd)

When the customer purchases ADSL Access Service under the DSL WRP, the rates and charges in Section 17.4.9(G), following, will apply.

Services provided under the DSL WRP are available under a DSL WRP Monthly Plan at the rates and charges specified in Section 17.4.9(G) (2), following,

A monthly charge applies for each ADSL Access Service line covered under the DSL WRP. A nonrecurring charge applies for the installation of each ADSL Access Service line under the DSL WRP if customers volume does not exceed 10,000 lines.

The Telephone Company will bill the customer an Access Order Charge, per order, to convert in-service ADSL Access Service lines originally purchased under the provisions specified in Sections 8.1, preceding, to the DSL WRP, provided the customer obtains written authorization from its end users authorizing such conversions, where necessary. Per line nonrecurring charges specified in Section 17.4.9(G), following, do not apply to conversion of in-service ADSL Access Lines to a DSL WRP.

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.4 DSL Access Services Wholesale Rate Plan (Cont'd)

8.4.2 DSL WRP Term Plan

(A) Description

The DSL WRP Term Plan provides the customer with reduced rates based on the volume of lines. The DSL WRP Term Plan is available for volume commitments of 5,000, 10,000, 15,000, 20,000 and 25,000 lines.

DSL CONTRACT

- 8. Digital Subscriber Line Access Services (Cont'd)
- 8.4 DSL Access Services Wholesale Rate Plan (Cont'd)
- 8.4.2 DSL WRP Term Plan (Cont'd)
- (A) Description (Cont'd)

A DSL WRP Term Plan is subject to payment for early termination as described in (D), below.

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.4 DSL Access Services Wholesale Rate Plan (Cont'd)

8.4.2 DSL WRP Volume Plan (Cont'd)

(B) Upgrades in DSL WRP Volume Plan

A customer may terminate a DSL WRP Volume Plan without the application of a termination liability charge when the customer replaces its original DSL WRP Volume Plan commitment with a new DSL WRP Volume Plan commitment provided pricing option of the new DSL WRP Volume Plan commitment is equal to or greater than the pricing option of the original DSL WRP Volume Plan commitment. An Access Order Charge will not apply when the customer replaces an existing DSL WRP Volume Plan commitment with a new DSL WRP Volume Plan commitment under this provision.

(C) Termination without Liability

A customer may terminate a DSL WRP Volume Plan commitment without the application of a termination liability charge if the Telephone Company increases the DSL WRP Volume Plan rates described in Section 17.4.9(G) (2), following. The customer has 90 days following such rate increase to notify the Telephone Company in writing of its intent to terminate its DSL WRP Volume Plan commitment under this section; otherwise, the increased rates will apply.

DSL CONTRACT

8. Digital Subscriber Line Access Services (Cont'd)

8.4 DSL Access Services Wholesale Rate Plan (Cont'd)

8.4.2 DSL WRP Term Plan (Cont'd)

(D) Termination with Liability

If the customer elects to terminate its DSL WRP Volume Plan for any reason other than specified in (B) or (C), above, a termination liability charge will apply. The termination liability charge will be the difference in the Volume Plan chosen and the actual volume of lines the customer has.

DSL CONTRACT

17. Rates and Charges (Cont'd)

17.4 Other Services (Cont'd)

17.4.9 Digital Subscriber Line Access Services

(A) Asymmetric Digital Subscriber Line Access Service

Regulations concerning Asymmetric Digital Subscriber Line Access Service are set forth in Section 8.1, preceding.

<u>Standard ADSL Line Charge</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
- Per Voice-Data Option	\$25.00	\$50.00
- Per Data-Only Option	\$35.00	\$50.00
<u>Premium ADSL Line Charge</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
- Per Voice-Data Option	\$35.00	\$50.00
- Per Data-Only Option	\$45.00	\$50.00
<u>Enhanced ADSL Line Charge</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
- Per Voice-Data Option	\$45.00	\$50.00
- Per Data-Only Option	\$55.00	\$50.00
<u>Premier ADSL Line Charge</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
- Per Voice-Data Option	\$55.00	\$50.00
- Per Data-Only Option	\$65.00	\$50.00

Effective: Sep. 1, 2009

DSL CONTRACT

17. Rates and Charges (Cont'd)

17.4 Other Services (Cont'd)

17.4.9 Digital Subscriber Line Access Services (Cont'd)

(G) DSL Access Services Wholesale Rate Plan (Cont'd)

(2) DSL WRP Volume Plan (Cont'd)

(a) DSL WRP Volume Plan Line Charges

Monthly Recurring Charge

<u>Volume Discounts</u>	<u>5,000</u>	<u>10,000</u>	<u>15,000</u>	<u>20,000</u>	<u>25,000</u>
10Mbps download-5Mbps upload- Data Only	\$29.75	\$24.50	\$19.25	\$14.00	\$8.75
10Mbps download-5Mbps upload- Voice &Data	\$21.25	\$17.50	\$13.75	\$10.00	\$6.25
20Mbps download-5Mbps upload-Data Only	\$38.25	\$31.50	\$24.75	\$18.00	\$11.25
20Mbps download-5Mbps upload-Voice & Data	\$29.75	\$24.50	\$19.25	\$14.00	\$8.25
40Mbps download-5Mbps upload-Data Only	\$46.75	\$38.50	\$30.25	\$22.00	\$13.75
40Mbps download-5Mbps upload-Voice &Data	\$38.25	\$31.50	\$24.75	\$18.00	\$11.25
80Mbps download-5Mbps upload-Data Only	\$55.25	\$45.50	\$35.75	\$26.00	\$16.25
80Mbps download-5Mbps upload-Voice & Data	\$46.75	\$38.50	\$30.25	\$22.00	\$13.75

Effective: Sep. 1, 2009