

Digital Subscriber Line Service Guide

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

REGULATIONS, RATES, AND CHARGES

**Applying to the Provision of DSL
For Customers of
James Valley Cooperative Telephone Company**

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

Effective: July 1, 2011

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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
kpbs	-	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

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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 James Valley Cooperative Telephone Company hereinafter the "Telephone Company".

The provision of such services by the Telephone Company 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 the Telephone Company.
- 1.1.4. Customer Designated Premises ("CDP") The location that is designated by the customer for the main purpose of connecting to Telephone Company'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 the Telephone Company 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. 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. 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.
- 1.1.18. Voice-Data The provision of service over a line that also carries Telephone Company provided local exchange switched voice services to the customer premises.
- 1.1.19. Volume Pricing Commitment Plan ("VPCP") 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 Telephone Company facilities and transported to its backbone network. The services provide for a connection from the Customer Designated Premises to the designated Telephone Company's connection point. Where facilities permit, access from the Telephone Company's DSL connection point will be provided by Special Access.

1.2.2. Responsibility and Rights of Telephone Company

Telephone Company 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. Telephone Company 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, Telephone Company 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 Telephone Company 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 Telephone Company 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 Telephone Company 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, Telephone Company and Customer will enter in to an agreement that sets forth the specific services that Customer is requesting and ordering along with the terms and 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

Telephone Company 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 Telephone Company. When applicable, deposit will be held by Telephone Company 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 Telephone Company. 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 Telephone Company in the form of a written notice. Telephone Company 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 Telephone Company 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 Telephone Company'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 Telephone Company'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 Telephone Company of the failure and ends upon the restoration of services and Telephone Company 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.

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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 Telephone Company without giving notice to Customer and without liability in the event of any of the following events occurs:

- a. Willful damage of Telephone Company's equipment, interference with use of Telephone Company's service by other Customers; unreasonable capacity demands on Telephone Company'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. Telephone Company 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 Telephone Company billed in error will need to be brought to Telephone Company'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 Telephone Company 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. Telephone Company 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 Telephone Company determines to be a valid charge.

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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 Telephone Company 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.

Telephone Company does not allow for any temporarily disconnected DSL services. Full monthly amount will apply without any prorating. If customer is in a commitment period and needs to temporarily disconnect for any reason, the disconnection will count as early termination of the commitment and all applicable charges will be applied.

3.2 Installation

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

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

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

Telephone Company will waive the installation fee with a one year commitment. Early termination of the unsatisfied commitment will result in charging of the installation fee, which is pro-rated for the remaining months of the commitment period. Example: If the commitment is terminated during the ninth month of the commitment period, then the customer would be billed an amount equal to 3/12ths of the previously waived installation charge. During Telephone Company promotions or at the Telephone Company's discretion, the installation fee may be waived. Installation (non-recurring) charges are set forth in Section 4.2 following.

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

3.3 Conditions

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

- 3.3.1. The initial and minimum service period is one month.
- 3.3.2. Specified data access rates are the peak download rates available on the local loop segment of the facility. The Telephone Company cannot guarantee effective throughput beyond the DSL circuit, for example, at an Internet Service Provider's (ISP's) server or at a Local Area Network (LAN) server.
- 3.3.3. Availability of the DSL Service is subject to facility limitations, including loop length and other network characteristics.
- 3.3.4. With 30 days notice, the provision of DSL Service may be withdrawn.
- 3.3.5. For any reason that the local exchange line is disconnected, the Telephone Company will automatically disconnect the DSL Service.
- 3.3.6. The Telephone Company has bundling prices available at their discretion.
- 3.3.7. A DSL Network Reconfiguration Charge applies when the DSL Service customer requests the Telephone Company's network to:
 - (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)

3.4 Term Plan

The following conditions set forth by the Telephone Company are applicable for DSL Services provided under the Term Plan by the Telephone Company in addition to the conditions in Section 3.3 preceding:

- 3.4.1. At the end of the Term Plan, the customer may elect to establish a new Term Plan commitment, convert to the rates available under the Monthly Plan, or discontinue service. The rates for all DSL Service lines will automatically be converted to the rates available under the Monthly Plan specified in 4.2(C)(1), following, if the customer does not make an election by the end of the Term Plan. An Access Order Charge will not apply to any election made by the customer at the end of the Term Plan.
- 3.4.2. A customer may terminate a Term Plan without the application of a termination liability charge when the customer replaces its original Term Plan commitment with a new Term Plan commitment provided the length and pricing option of the new Term Plan commitment is of equal or greater length than the length of the original Term Plan commitment. An Access Order Charge will not apply when the customer replaces an existing Term Plan with a new Term Plan commitment under this provision.
- 3.4.3. A customer may terminate a Term Plan without the application of a termination liability charge if the Telephone Company increases the Term Plan monthly rates described in Section 4.2(C)(2), following, during the term of the existing commitment. The customer has 90 days following such rate increase to notify the Telephone Company in writing of its intent to terminate its Term Plan under this section; otherwise, the increased rates will apply for the remainder of the commitment period.

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

3.4 Term Plan (Cont'd)

- 3.4.4. If the customer elects to terminate its Term Plan(s) prior to the end of the commitment period for any reason other than specified in 3.4.2 or 3.4.3, preceding, a termination liability charge will apply. For each Term Plan terminated prior to the end of the commitment period, the Telephone Company will bill the customer a charge equal to the monthly Term Plan Charge for its selected pricing option as described in Section 4.2(C)(2)(a), following, multiplied by the number of months remaining in the commitment period.

Monthly Plan rates as described in Section 4.2.(C)(1), following, will apply to all in-service DSL Lines following the early termination of a Term Plan.

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4. Rates and Charges

4.1 [RESERVED FOR FUTURE USE]

4.2 Digital Subscriber Line (DSL) Service

(A) Digital Subscriber Line Access Service

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<u>DSL Line Charge</u>		
- Per Line		
- 3 Mbps/20 Mbps	\$30.00	\$85.96

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4. Rates and Charges (Cont'd)

4.2 Digital Subscriber Line (DSL) Service (Cont'd)

(B) Term Plan

(1) Term Plan Volume Commitment

Minimum Lines 1,500

(2) Term Plan Line Charges

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>	
		<u>Charge</u>	<u>Charge</u>
		<u>5 Year</u>	
DSL			
Per Line			
- 3 Mbps/20 Mbps		\$5.00	\$85.96

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4. Rates and Charges (Cont'd)

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	\$23.44

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