

BROADBAND ACCESS SERVICE

1. BROADBAND ACCESS SERVICE

1.1 Broadband Service infrastructure services are provided by Laurel Highland Telephone Company on a detariffed basis to its customers. The technology used to provide broadband infrastructure services is through the use of Digital Subscriber Line (DSL) or Fiber to the Home (FTTH) technology.

2. SERVICE DESCRIPTIONS

2.1 Broadband Access Service

This section contains the rules and regulations pertaining to the provision of Broadband Access Service (“BAS”).

(A) Service Description

BAS is an access data technology service that provides high-speed connections over existing local exchange service facilities that can be used for simultaneous voice and data communications.

(B) Service Provisioning

BAS is provisioned over existing Telephone Company local exchange service facilities. BAS provides a connection from the customer designated location (CDL) to the BAS connection point. Access from the Telephone Company’s BAS connection point will be provided via Special Access, where facilities permit. The Telephone Company will qualify the BAS between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing Telephone Company facilities to provide the service. The Telephone Company will not provision this service on facilities which are not suitable for BAS.

The Telephone Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer-originated data.

BAS will be provided over existing Telephone Company local exchange service facilities. Rates and regulations for BAS are in

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2.1 Broadband Access Service (Cont'd)

(B) Service Provisioning (Cont'd)

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.

BAS will be provided subject to the availability and limitations of Telephone Company wire centers and outside plant facilities and is only available where technical capabilities permit.

(C) Responsibility of the Telephone Company

The Telephone Company will provision and maintain BAS for the customer up to and including the Network Interface Device (NID). The Telephone Company will advise the customer of the equipment necessary to support BAS.

(D) Rights of the Telephone Company

The Telephone Company will not provision BAS if the Telephone Company reasonably determines that (a) it is not technically feasible over existing facilities or (b) it will cause interference problems with existing services.

During the Telephone Company's network maintenance and software update periods, it may be necessary to place the BAS wire center out of service. The Telephone Company reserves the right to temporarily interrupt BAS at other times in emergency situations.

(E) Responsibility of the Customer

The customer is responsible for providing compatible customer provided equipment (CPE) that is used for connection to BAS.

The customer is responsible for providing the Telephone Company with the necessary information (e.g., Data Link Connection Identifier(s) (DLCI), Permanent Virtual Circuit (PVC), and/or Internet Protocol (IP) to provision BAS.

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2.1 Broadband Access Service (Cont'd)

(F) Rate Regulations

(1) Rate Elements

There is a monthly rate charge applicable to BAS.

The monthly rate for the BAS Line Charge applies each month or fraction thereof for each BAS line ordered by the customer.

(2) Rate Application

One rate option is available for BAS, the Wholesale Rate Plan (WRP) option.

The WRP option is available to customers for the purpose of combining these services with its own services to create a bundled retail service sold to its end user customers. Specific provisions apply to customers that purchase service under the WRP option and are specified below.

The services offered under BAS WRP are provided at wholesale rates to the customer under the conditions listed above.

- (a) The customer purchases BAS as described in Section 2.1, 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 2.1, 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.

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(F) Rate Regulations (Cont'd)

- (2) The customer will submit orders for BAS to the Telephone Company in a format and manner designated by the Telephone Company.

When the customer purchases BAS under the BAS WRP, the rates and charges in 3.1, following will apply.

A monthly charge applies for each BAS line covered under the WRP.

3. RATES AND CHARGES

3.1 Broadband Access Service (BAS)*

		<u>Monthly Rate</u>	<u>Nonrecurring Charges</u>
(1)	<u>Month to Month (WRP)</u> (No Minimum BAS lines)	\$33.12	\$95.00
(2)	<u>One Year Term WRP</u> (Minimum 500 BAS lines)	\$27.20	\$95.00
	(Minimum 1,000 BAS lines)	\$24.20	\$95.00
	(Minimum 1,500 BAS lines)	\$21.20	\$95.00
	(Minimum 2,500 BAS lines)	\$18.20	\$95.00

* The NECA Tariff F.C.C. No. 5 rates for broadband access will be grandfathered to customers existing on June 30, 2008 unless they decide to change the terms of their service plan to one of the above plans.