

Manawa Telephone Company, Inc. Wholesale DSL Terms and Conditions:

DIGITAL SUBSCRIBER LINE SERVICE (DSL)

A. DESCRIPTION

1. DSL Service is a Single Line Exchange Service that provides Circuit Switched Voice Service and digital connectivity to a high-speed data link for residence or business service Customers.
2. DSL Service is provided by utilizing Asymmetric Digital Subscriber Line (ADSL) technology. ADSL is a network technology that utilizes single line service and special modems to provide high-speed data access.
3. DSL Service consists of central office equipment (a Digital Subscriber Line Access Multiplexer (DSLAM) and existing end user facilities extended from the Company's central office to the Customer's premises.
4. DSL Service is asymmetrical in that more bandwidth is delivered downstream to the Customer than is delivered from the Customer back to the network.

B. REGULATIONS

1. Provision of Service
 - a. DSL Service is provisioned over the Company's existing end user facilities that provide a connection between the Customer's premises and the Company's central office which provides access to an Internet service provider.
 - b. The Company will qualify the DSL Service between the Company's central office and the Customer's premises. The purpose of the qualification is to determine the availability and suitability of the Company's existing end user facilities to provide this service. The Company will not provision DSL Service on facilities that are not suitable for Service.
 - c. The 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.
 - d. DSL Service is provided subject to availability and limitations of Company's central office and outside plant facilities, and is only available where technical capabilities permit.
 - e. The Company will not provision DSL Service if the Company reasonably determines that it is not technically feasible over existing facilities that it will cause interference problems with existing service.
 - f. During the Company's network maintenance and software updates period(s), it may be necessary to place the DSL Service out of service. The Company also reserves the right to temporarily interrupt DSL Service at other times in emergency situations.
2. Temporary Suspension of Service
Temporary Suspension of Service is not offered with DSL Service.
3. Minimum Service Period
The Minimum Service Period for DSL Service is one month.
4. Responsibility of the Company
The Company will provision DSL Service for the Customer up to and including the end user's Network Interface (NI).
5. Responsibility of the Customer
The Customer is responsible for providing compatible Customer provided equipment (CPE) that is used for connection to DSL Service.

The Customer is responsible for providing the Company with the necessary information to provide DSL Service.

The Customer is responsible for obtaining permission from its subscribers(s) for the Company's employees or agent to enter the Customer's premises at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service, removing the service components of the Company.

The Customer is responsible for providing protection on their computer(s) to prevent illegal access to their computer(s).

The Customer shall maintain an Acceptable Use policy with subscribers that forbids abuse and fraudulent use of the Company's DSL Services.

6. DSL Services may be used only for lawful purposes and in the manner which does not violate any law or infringe any copyright, trademark, trade secret, right of publicity or privacy. The Company is under no obligation to monitor information transmitted to or from its Customer's subscribers.
7. If it is determined that DSL Service is subject to federal jurisdiction, DSL Service, terms, conditions, rate and charges will be subject to a Federal Communications Commission (FCC) tariff filing.
8. The maximum Up Speed of 768kbps and maximum Down Speed of 5mbps of the line are between the Customer's premises to the Company's Central Office equipment (DSLAM). These may be increased as technology permits. The maximum Up Speed and Down Speed to the end-user will be determined by the internet provider.

C. RATES AND CHARGES

1. A Residence Line or Business Line, as specified elsewhere in this tariff, is required for each line equipped with DSL Service.
2. The following rates and charges are in addition to the rates and charges for any other service(s) necessary to establish connectivity to the Company's Central Office equipment (DSLAM):

	<u>Installation</u>	<u>Per</u>
	<u>Charge</u>	<u>Month</u>
Per Line Equipped ¹		
Month-to-Month	\$125.00	\$ 20.85
Month-to-Month, at least		
400 units equipped	\$125.00	\$ 15.85
3-Year, each, at least		
400 units equipped	\$125.00	\$ 12.85

3. Early Termination Charge

Early termination charges are applicable if a Customer commits to DSL under a 3-year term and terminates service prior to the end of the 3-year term. The early termination charge is equal to the number of months remaining in the term agreement times the monthly rate under the 3-year term. For example, if a customer signed up for DSL under a 3-year term and terminates DSL after two years, the early termination charge would be twelve (that is, 36 – 24 months) times the monthly contracted rate.

Note ¹: In addition to the charges for the residence or business lines.