

Digital Subscriber Line Service Guide

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# **DIGITAL SUBSCRIBER LINE (DSL)**

## **SERVICE GUIDE**

### **REGULATIONS, RATES, AND CHARGES**

Applying to the Provision of DSL  
For Customers of  
Lake Livingston Telephone Company

This DSL Service Guide does not include  
Internet Access, Content or any connections  
beyond the Telephone Company'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
ETS	-	Ethernet Transport Service
ETS MM-VCC	-	Ethernet Transport Service MultiMedia Virtual Circuit Channel
Gbps	-	Gigabits per second
ISP	-	Internet Service Provider
LAN	-	Local Area Network
Mbps	-	Megabits per second
MM-VCC	-	MultiMedia Virtual Circuit Channel
NIC	-	Network Interface Card
NID	-	Network Interface Device
VCL	-	Volume Commitment Level
WPP	-	Wholesale Pricing 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 Lake Livingston 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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### 1.1. 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. Digital Subscriber Line ("DSL") Refers to the transfer of data over the same wires used for voice telephone service to connect to the Internet.
- 1.1.6. Ethernet Transport Service ("ETS") High speed data transport service that provides end-to-end transmission using Ethernet packet technology at transport speeds ranging from 2 Mbps to 10 Gbps.
- 1.1.7. 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).
- 1.1.8. Gigabit per second ("Gbps") Widely used measure of data transfer speed. 1 Gbps is equal to 1 billion bits per second.
- 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.

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- 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.
- 1.1.11. Megabits per second ("Mbps") Widely used measure of data transfer speed. 1Mbps is equal to 1 million bits per second.
- 1.1.12. Local Area Network ("LAN") Refers to a group of computers and associated devices that all share a common communications line or wireless link.
- 1.1.13. MultiMedia Virtual Circuit Channel ("MM-VCC") Allows for the ability to send high speed multimedia transmissions.
- 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. 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.
- 1.1.17. Voice-Data Customers The provision of service over a line that also carries Telephone Company provided local exchange switched voice services to the customer premises.
- 1.1.18. Volume Commitment Level ("VCL") Allows for discounted rates for services based on commitments of minimum volumes over a determined term.

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### 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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### 1.2.5. 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 4.1 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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### 1.2.6. 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 occur:

- 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.

## 2. Digital Subscriber Line (DSL) Service

### 2.1. 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 DSL Connection Point.

DSL Services use proprietary equipment to provide high-speed digital internet access from the Telephone Company's access service connection point to the customer premises.

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### 2.2. Installation

Installation of DSL Services will be from the Telephone Company's Access Connection Point 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.

Monthly charges for DSL Services are for the circuit and 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.

Early Termination of the unsatisfied commitment will result in charging an early termination fee, as described in 3.1(d), following, for each ADSL Voice-Data line disconnected. Existing customers as of July 1, 2020 who are committed to a not yet concluded twelve-month minimum service period are considered to have met their commitment period for waiver of the nonrecurring 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 3. following.

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### 2.3. Conditions

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

- 2.3.1. The initial and minimum service period is one month.
- 2.3.2. Specified data access rates are the peak upload/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.
- 2.3.3. Availability of the DSL Service is subject to facility limitations, including loop length and other network characteristics.
- 2.3.4. With 30 day notice, the provision of DSL Service may be withdrawn.
- 2.3.5. For any reason that the local exchange line is disconnected, the Telephone Company will automatically disconnect the DSL Service.
- 2.3.6. The Telephone Company has bundling prices available at their discretion.
- 2.3.7. A DSL Network Reconfiguration Charge applies when the DSL Service customer requests the Telephone Company's network to:
  - a. Accommodate a change in the DSL Service customer's existing IP address

The nonrecurring charge set forth in Section 3.2, following, applies for each request per DSL Service line.

### 2.4. Wholesale Pricing Plan

The following conditions set forth by the Telephone Company are applicable for DSL Services provided under the Wholesale Pricing Plan by the Telephone Company in addition to the conditions in Section 3.1 preceding:

- 2.4.1. The customer purchases ADSL Access Service 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).

The customer will deal directly with its end user customers with respect to all matters

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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.

- 2.4.2. The customer will submit orders for ADSL Access Service to the Telephone Company in a format and manner designated by the Telephone Company.
- 2.4.3. 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.
- 2.4.4. Services provided under the DSL WPP are available under a DSL WPP Monthly Plan at the rates and charges specified in Section 3.1 (a). A customer with a DSL WPP Term Plan cannot also have a DSL WPP Monthly Plan as all ADSL Access Service lines with the Telephone Company's study area are included in the DSL WPP Term Plan.

## 2.5. DSL WPP Term Plan

- 2.5.1. The DSL WPP Term Plan provides the customer with reduced rates based on the length of the customer's term commitment for all of the customer's ADSL Access Service lines provided in the Telephone Company's study area. The DSL WPP Term Plan is available for one or three years. The Telephone Company will establish for the customer a single term plan commitment that will apply to all ADSL Access Service lines in the Telephone Company's study area.

When the customer subscribes to a DSL WPP Term Plan, all in service ADSL Access Service lines provide out of and subsequently installed in the Telephone Company's study area will be billed the rates and charges specified in Section 3.1 (b), for the length of the term commitment. In addition to applicable ADSL Line Charges, the customer will be billed a recurring monthly DSL WPP Term Plan Charge per study area.

- 2.5.2. If the Telephone Company decreases the rates specified in Section 3.1(b) during the term of a commitment period, the decreased rate will automatically be applied for the remainder of the current commitment period.

At the end of the DSL WPP Term Plan, the customer may elect to establish a new DSL WPP Term Plan commitment, convert to these rates available under the new DSL WPP Monthly Plan, or discontinue service. If the customer does not make an election by the end of the WPP Term Plan, the rates for all in service ADSL Access Service lines will

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automatically be converted to the rates available under the DSL WPP Monthly Plan specified in Section 3.1(a).

A DSL WPP Term Plan is subject to payment for the early termination as described in 3.1 (d).

- 2.5.3. A customer may terminate a DSL WPP Term Plan without the application of a termination liability charge when the customer replaces its original DSL WPP Term Plan commitment with a new DSL WPP Term Plan commitment provided the commitment period for the new DSL WPP Term Plan meets or exceeds the number of months remaining in the existing DSL WPP Term Plan.
- 2.5.4. A customer may terminate a DSL WPP Term Plan commitment with the application of termination liability charge if the Telephone Company increases the DSL WPP Term Plan rates during the term of the existing commitment. The customer has 90 days to notify the Telephone Company in writing. The increased rate will apply for the remainder of the commitment period.
- 2.5.5. DSL Volume Commitment Level

The DSL Volume Commitment Level (DSL VCL) is an option pricing plan that provides the DSL WPP Term Plan customer with discounted monthly ADSL Line Charges. In order to subscribe to and retain the DSL VCL, the customer must have a DSL WPP Term Plan commitment with the Telephone Company.

The monthly volume commitment level is based on the projected number of monthly in service ADSL lines.

Each month on the bill date it will be determined if the DSL WPP Term Plan customer achieved its monthly volume commitment level on in service ADSL lines. A DSL VCL shortfall of \$10.00 per line will be charged on each remaining line, and the monthly pricing will be the DSL pricing arrangement of 3.1(b) Monthly Plan Charge.

A written thirty (30) day notice is required to terminate an existing volume commitment. When the customer elects to terminate its existing DSL VCL for any reason, it will be prohibited from establishing a new DSL VCL commitment within the ninety (90) days following termination.

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## 2.6. 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 the Telephone Company under this Service Guide. 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 the Telephone Company's plant and network capabilities (as determined by the Telephone Company).

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 the Telephone Company under this service guide. ETS MM-VCCs are only available when the ETS customer's CDP, the ETS customer's end user premises, and the Telephone Company's DSL Access Service Connection Point SWC are all located within the serving territory of the Telephone Company. ETS MM-VCCs do not increase the bandwidth capacity of ETS CT's, 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 3.3 following

## 2.7. Temporary Suspension

When an end user temporarily suspends an ADSL Voice-Data, the Telephone Company will bill the customer a temporary suspension fee, per line, per occasion, as described in Section 3.1.(e). The Telephone Company will not bill the customer the monthly fee while the ADSL Voice-Data option is placed on temporary suspension.

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### 3. Rates and Charges

#### 3.1. Digital Subscriber Line (DSL) Service

##### a. Asymmetric Digital Subscriber Line Access Service

###### (1) Monthly Plan Line Charges

ADSL Line Charge		
Per Voice Data Option	Monthly Recurring Charge	Nonrecurring Charge
6 Mbps/1 Mbps	\$63.17	\$185.00
15 Mbps/3 Mbps	\$78.84	\$185.00
50 Mbps/25 Mbps	\$99.50	\$185.00
100 Mbps/50 Mbps	\$122.15	\$185.00

##### b. DSL Services Discount Pricing Arrangement

###### (2) DSL WPP Term Plan

1 Year - ADSL		
Voice-Data Option	Monthly Recurring Charge	Nonrecurring Charge
6 Mbps/1 Mbps	\$34.41	\$185.00
15 Mbps/3 Mbps	\$42.94	\$185.00
50 Mbps/25 Mbps	\$54.21	\$185.00
100 Mbps/50 Mbps	\$66.54	\$185.00

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<b>3 Year - ADSL</b>		
<b>Voice-Data Option</b>	<b>Monthly Recurring Charge</b>	<b>Nonrecurring Charge</b>
6 Mbps/1 Mbps	\$24.04	\$185.00
15 Mbps/3 Mbps	\$29.99	\$185.00
50 Mbps/25 Mbps	\$37.87	\$185.00
100 Mbps/50 Mbps	\$46.50	\$185.00

c. Volume Commitment Level

The Telephone Company offers a Volume Commitment Level within the Telephone Company's area once the active level is met.

<b>Monthly Volume Commitment Level</b>		
<b>Voice-Data Option</b>	<b>Monthly Recurring Charge</b>	<b>Nonrecurring Charge</b>
Minimum 850 Active Broadband Connections	\$3.00	\$185.00

If active broadband connections fall below 850, the Telephone Company will assess a shortfall charge of \$10.00 per line on each remaining line, and the monthly pricing will be the DSL pricing arrangement of 3.1(b).

d. Early Termination Fee

ADSL Voice-Data, per line \$0

e. Temporary Suspension Fee\*

ADSL Voice-Data, per line per occasion \$0

\* Fee will be applied when the suspension is lifted.

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### 3.2. DSL Network Reconfiguration

	<b>Monthly Recurring Charge</b>	<b>Nonrecurring Charge</b>
Per DSL Service Line, Per Request	None	\$20.00

### 3.3. MultiMedia Virtual Circuit Channel (MM-VCC)

<b>(A)-ETS MM-VCC Per 10 Megabit</b>	<b>Monthly Recurring Charge</b>	<b>Nonrecurring Charge</b>
One Way	\$0.80	\$7.00
Two Way	\$1.00	\$7.00

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

	<b>Monthly Recurring Charge</b>	<b>Nonrecurring Charge</b>
-Per MM-VCC Design Change	NONE	\$6.00

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