

WHOLESALE WIRELINE BROADBAND INTERNET TRANSPORT SERVICE AND
CONSUMER BROADBAND-ONLY LOOP SERVICE

2.6.C Taxes and Other Charges

In addition to payment for Services, Wholesale Customer must pay all taxes, fees, surcharges and other charges that the Company bills Wholesale Customer related to Services. Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill Wholesale Customers. The Company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such taxes and charges shall be separately shown and charged on bills rendered by Company or its billing agent.

2.6.D Payment and Late Payment Charge

- (1) Payment will be due as specified on the Wholesale Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by state law will be applied to all amounts past due.
- (2) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- (3) Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.6.D(1). Restoration of Service will be subject to all applicable installation charges.

2.6.E Credit Allowance/Service Interruptions

- (1) Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Wholesale Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- (2) Credit allowances for failure of Service or equipment starts when the Wholesale Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Wholesale Customer by the Company.
- (3) The Wholesale Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Wholesale Customer's terminal.
- (4) Only those portions of the Service or equipment operation disabled will be credited.

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- (1) In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Wholesale Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.
- (2) A credit allowance will not be given for interruptions caused by the negligence or willful act of the Wholesale Customer, or interruptions caused by failure of equipment or service not provided by the Company.

2.7 Termination or Denial of Service by the Company

2.7.A The Company may, immediately and without notice to the Wholesale Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Wholesale Customer:

- (1) In the event such Wholesale Customer or its agent: (a) willfully damages the Company equipment, interferes with use of the Company's Service by other Wholesale Customers of the Company; (b) unreasonably places capacity demands upon the Company's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of these Rates, Terms and Conditions or applicable law; or
- (2) In the event a Wholesale Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or
- (3) In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Wholesale Customer or its agent.

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2.8 Billing Disputes

If Wholesale Customer believes Wholesale Customer has been billed by the Company in error, Wholesale Customer must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time Wholesale Customer notifies the Company. Wholesale Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. Wholesale Customer must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify Wholesale Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify Wholesale Customer that all or a portion of the disputed amount is still owed. Wholesale Customer will be required to pay such amount within fifteen, (15) days thereafter, and if Wholesale Customer fails to pay this amount within the time required, Wholesale Customer's account will be deemed past due and unpaid and Wholesale Customer's Service subject to termination under Section 2.6 above. Any payments Wholesale Customer withholds pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

3. Description of Service

3.1 General

Wireline Broadband Internet Transport Service ("WBITS") and Consumer Broadband-Only Loop Service ("CBOL") enables data traffic generated by a Wholesale Customer-provided modem to be transported from the premises of the Company's End User Subscriber to the Company's DSL Access Service Connection Point using the Company's local exchange service facilities. In the case of CBOL Service, the End User Subscriber and the Company have no retail relationship. A DSL Access Service Connection Point is an interconnection point designated by the Company at which the Wholesale Customer may interconnect Service provided by the Company under the Agreement and Rates, Terms and Conditions with transmission facilities ordered by the Wholesale Customer under the Company's ETS offerings under NECA Tariff FCC No. 5. The DSL Access Service Connection Point aggregates Service data.

3.1.A ETS Connection

The Company offers transport of Network Service Provider traffic between the Network Service Provider's designated premises and the DSL Access Service Connection Point through Ethernet Transport Service (ETS) provided under NECA Tariff FCC No. 5.

**WHOLESALE WIRELINE BROADBAND INTERNET TRANSPORT SERVICE AND
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The Company's allows Wholesale Customers to establish broadband Internet connections to the designated End User Subscriber premises. The designated End User Subscriber premises location must be served by an existing Company provided exchange line facility. An exchange line facility is the serving wire center central office line equipment and all of the plant facilities up to and including the Company-provided NID.

The connection speed or "sync rate" is between the NID at the End User Subscriber's premises and the DSLAM. Actual data transfer or throughput may be lower than the sync-rate due to Internet congestion, server or router speeds, protocol overheads, End User Subscriber use of multiple applications and other factors that may not be under the Company's control.

Service will be provided by the Company subject to the availability and limitations of Company Wire Centers and outside plant facilities.

3.2 Service Options

Service is available in the downstream and upstream options established by the Company as indicated in each option offered by the Company shall specify the downstream and upstream speeds.

3.3 Service Provisioning**3.3.A Responsibility of the Company**

- (1) Service will be provisioned over existing Company local exchange service lines.
- (2) Where fiber is installed to the End User Subscriber customer premises, subject to technical capability, the Company will provision Service over fiber facilities.
- (3) Where fiber facilities are not available, the Company will determine if the copper facilities are suitable for use with the Service option ordered by the Wholesale Customer. Service will not be provided on lines that are not suitable for Service or on lines that produce interference with other services provided by the Company.
- (4) The Company will provision and maintain Service for the Wholesale Customer between the NID at the End User Subscriber premises and the Wholesale Customer's Ethernet Transport Service DSL Access Connection Point.
- (5) The Company reserves the right to temporarily interrupt Service for wire center or network maintenance, software updates, and in emergency situations.

3.3.B Responsibility of the Wholesale Customer

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- (1) The Wholesale Customer is responsible for obtaining and installing compatible End User Subscriber customer premises equipment (CPE, DSL modems and/or routers) used for connection to Company Service at the Service termination at the End User Subscriber location
- (2) The Wholesale Customer is responsible for ensuring the continuing compatibility of CPE at the End User Subscriber premises. The Wholesale Customer and/or End User Subscriber shall be responsible for any expenses incurred for required changes to Wholesale Customer and/or End User Subscriber equipment or facilities in order to make such equipment or facilities compatible with Company Service.
- (3) The Wholesale Customer is responsible for providing the Company with the necessary information to provision the Service to its subscribers.
- (4) The Wholesale Customer ordering Service for connection to its End User Subscriber(s) must obtain and maintain record of a letter of agency authorizing the Wholesale Customer to act as the agent of the End User Subscriber. Upon request from the Company, Wholesale Customer will provide the Company with a copy of the letter of agency.
- (5) The Wholesale Customer must have connectivity to Company's Ethernet Transport Service network where Wholesale Customer chooses to purchase Service. The rates and charges for Ethernet Transport Service are in addition to the rates and charges for Service as set forth in these Rates, Terms and Conditions.
- (6) The Wholesale Customer will obtain the appropriate authorization from its End User Subscriber to allow the Company's employees or agents to enter the End User Subscriber's designated premises at any reasonable hour for the purpose of installing, inspecting, repairing or removing the NID or drop associated with Service.
- (7) The Wholesale Customer is responsible for providing all customer support, marketing, billing, ordering and repair to and for its end users.
- (8) The Wholesale Customer purchases Service under these Rates, Terms and Conditions on a wholesale basis and is responsible for all dealings with end user customers for Internet service provided by the Wholesale Customer on a retail basis.

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- (9) The Wholesale Customer shall at all times be the customer of record with respect to all Services purchased hereunder and shall be responsible for payment to Company. Wholesale Customer retains all responsibility for billing its retail end users and for any claim an end user may make concerning unauthorized billing of Internet or related charges.

3.4 Rate Regulations

3.4.A Rate Elements

There are three types of rates and charges applicable to Service. These comprise a monthly line rate, nonrecurring charges associated with Service line ordered and a Service network reconfiguration charge.

(1) Monthly Service Line Rates

The monthly rate applies each month or fraction thereof for each local exchange service line equipped with service.

For purposes of application of the monthly rate, Service may be ordered under any of the following options that are offered by the Company as indicated following.

Monthly Rates Without Discount Wholesale WBITS and CBOL Customers may order WBITS at a monthly rate without discount. Monthly rates apply without any term commitment.

WBITS Term Plan (TP) Rates Wholesale WBITS Customers may order WBITS under WBITS Term Plan (TP) Rates as indicated following.

Service Classes WBITS is provided on the basis of Voice-Data.

Voice-Data WBITS provided on the basis of voice-data is designed to support affordable high speed Internet access for residential and business End User Subscribers. The actual throughput achieved by voice-data is not guaranteed and may be affected by many factors, such as Internet congestion. Voice-Data WBITS is provisioned over the End User Subscriber's existing Company local exchange switched voice service line. When provisioned over the End User Subscriber's existing local exchange switched voice service line, WBITS utilizes a centrally placed splitter or in-line filters to isolate the voice band service and equipment from the WBITS service and equipment.

CBOL Service is provided on the basis of Data-Only and is designed to support affordable Broadband Internet access for residential and Business End User Subscribers. The actual throughput achieved by CBOL is not guaranteed and may be

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affected by many factors, such as Internet congestion. CBOL service is provisioned over the End User Subscriber's Company-provided facility.

Line Types Wholesale Service is provided to two types of Company lines: Residential Lines and Business Lines. Residential Lines and Business Lines are defined in Section 2.1, Definitions, preceding.

(2) Nonrecurring Charges

A nonrecurring charge applies per local exchange service line for the installation of WBITS Service.

For three-year term commitments, nonrecurring charges do not apply to WBITS lines.

Nonrecurring charges do not apply to CBOL Service.

(3) WBITS Network Reconfiguration Charge

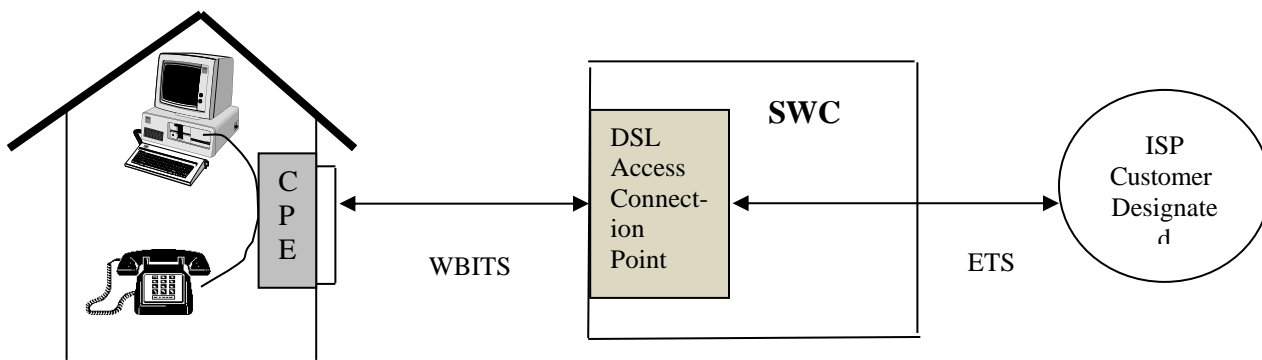
A WBITS Network Reconfiguration Charge applies when the Wholesale WBITS Customer requests the Company to modify the Company's network to accommodate a change in the Wholesale WBITS Customer's existing WBITS line. A nonrecurring charge applies for each request per WBITS line. The Company will bill the WBITS Network Reconfiguration Charge to the Wholesale WBITS Customer. No WBITS Network Reconfiguration Charge shall apply where the change requested by the Wholesale WBITS Customer is for a change in WBITS transmission speed.

All changes to existing WBITS (including but not limited to change of ISP), other than changes involving WBITS Access network reconfigurations and administrative activities, will be treated as a discontinuance of the existing service and an installation of a new service. A nonrecurring installation charge will apply per WBITS line for this work activity.

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3.4.B Rate Application

The following diagram depicts a typical WBITS configuration:



WBITS
End User
Subscriber
Designated
Premises

CPE = Customer Premises Equipment

ETS = Ethernet Transport Service

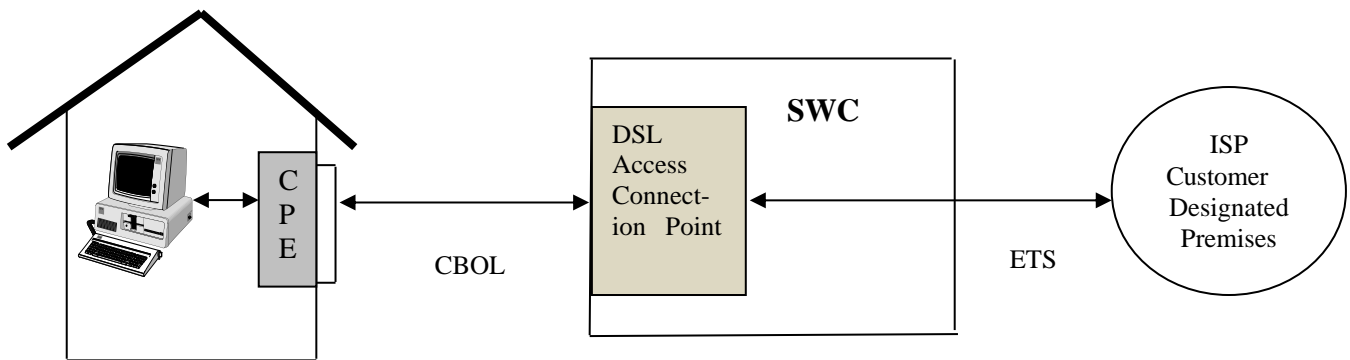
SWC = Serving Wire Center

WBITS = Wireline Broadband Internet Transport Service

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3.4.B Rate Application (Continued)

The following diagram depicts a typical CBOL Service configuration:



CBOL Service
End User
Subscriber
Designated
Premises

- CPE = Customer Premises Equipment
- ETS = Ethernet Transport Service
- SWC = Serving Wire Center
- CBOL = Consumer Broadband-Only Loop Service

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3.4.C Minimum Period

For Service provided outside of a term commitment, the minimum period for which Service is provided to a Wholesale Customer and for which charges are applicable is one month.

3.4.D Moves

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

- The Point of Termination at the Wholesale Customer's designated premises in the Company's study area.
- The End User Subscriber's customer designated premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

(1) Moves within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements.

(2) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The Wholesale Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

3.4.E WBITS Term Plan (TP) Rates

- (1) Description The WBITS Term Plan ("TP") allows Wholesale WBITS Customers discounted WBITS rates based upon the term commitment. Rates will be based upon the TVP selected by the Wholesale WBITS Customer.

Term plans of one (1) and three (3) years may be available to all Wholesale WBITS Customers at applicable rates set forth in the Rates, Terms and Conditions regardless of when the subscription is made for a WBITS TP arrangement. The Wholesale WBITS Customer must designate on the order the type of payment plan selected. The selected term shall apply to all WBITS access lines ordered by the Wholesale WBITS Customer without respect to speed or class. If a Wholesale WBITS Customer terminates an individual line prior to the running of a term commitment, the charge for all remaining months in the selected term will be billed in full.

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- (2) Rate Application Upon expiration of a TP period, the Wholesale WBITS Customer may choose a new TP period, convert to month-to-month, or terminate service. The month-to-month rates will be those rates that are in effect at the time of conversion. If the Wholesale WBITS Customer fails to make a choice by the end of the TP period, the WBITS will continue billing at the existing term commitment level rates and a new TP period will begin based on previously effective term commitment. All terms and conditions, including Termination Liabilities will apply to the new TVP period.

Conversion to a month-to-month or a different TP period will require the Wholesale WBITS Customer to submit a change order. Conversion of existing TP service to a different TP period will be allowed without application of any nonrecurring charges.

- (3) Changes in Length of TP Period

The Wholesale WBITS Customer may elect to convert to a new TP period subject to the following conditions:

- (a) Credit will not be given toward the new payment period for payments made under the original TVP arrangement.
 - (b) Nonrecurring charges will not be reapplied for existing service(s).
 - (c) If the new TP period is shorter in length than the time remaining under the existing TP, the change to the new TP period constitutes a discontinuance of the existing TV service and termination liability charges apply.
- (4) Rate Changes The Wholesale WBITS Customer may terminate the TP without penalty or liability should the rates increase during the term of the existing TP, with the exception of rate changes that may occur as a result of any rate increases resulting from FCC prescription or order that either directly or indirectly affects the cost to the Company of providing WBITS.
- (5) TP Conditions After enrolling in the plan, the Wholesale WBITS Customer may delete or add WBITSs rated at the specified term period/threshold level rate at any time during the plan.
- (6) Termination Liability When a TP service is discontinued prior to the end of the commitment term, termination liability charges comprise the Monthly Charge for the applicable term commitment. Monthly Charge amounts are listed at Section 4.2.C following.

3.4.F Monthly Transfer Limitations

The Company, in its sole discretion, reserves the right to monitor bandwidth usage (i.e., monthly data transfer rate) for each individual Service line and determine when such usage is in excess of the monthly transfer limitation for the Service offering. The monthly period for monitoring is the same month as that for which service is billed by Company to Wholesale Customer for the Service line. In the event Wholesale Customer exceeds the monthly limits established by the Company herein, Wholesale Customer must undertake to limit usage within the monthly period or incur additional fees as stated below.

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The monthly transfer limitation for the upstream capacity for an offering is equal to 3,000 KBs for each kb of stated upstream speed for an offering. The monthly transfer limitation for the downstream capacity for an offering is equal to 3,000 KBs for each kb of stated downstream speed for the offering. For example, an offering with 1 Mbps upstream speed and 10 Mbps downstream speed would have a monthly transfer limitation for upstream of 3,000 KBs (or 3 GBs) and a monthly transfer limitation for downstream of 30,000 KB (or 30 GBs).

In the event Company monitoring of bandwidth usage indicates imposition of a limitation within the monthly limitation of 3,000 KB per 1 kb, Wholesale Customer may order additional monthly transfer capacity for an individual line at a charge of ten cents (\$0.10) per month for each additional 1,000 KB of upstream data transfer and ten cents (\$0.10) per month for each additional 1,000 KB of downstream data transfer. The monthly transfer limitations applicable to the individual line for which additional transfer capacity is ordered will be increased from 3,000 KB per kb reflective of the individual monthly transfer capacity ordered for either upstream or downstream.

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Section 4: Rates and Charges

4.1 WBITS Network Reconfiguration Charge

Nonrecurring Charge per WBITS access line reconfigured.

Term Commitment	Per Line Charge
None	\$30.00
1 Year	\$25.00
3 Year	\$20.00

**4.2. WBITS Monthly Recurring and Nonrecurring Line Charges
Wholesale WBITS Provided over Residential and Business Lines – No Term Commitment**

No-Term	Upstream - Up To	Downstream - Up To	Monthly Recurring Charge Rate	Non-recurring Charge
Voice-Data	1-Mbps to 1-Gbps	1-Mbps to 1-Gbps	\$ 411.17	\$ 250.00

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4.2. WBITS Monthly Recurring and Nonrecurring Line Charges (Continued)

Wholesale WBITS Provided over Residential and Business Lines – 1-Year Term Commitment

1-Year Term	Upstream - Up To	Downstream - Up To	Monthly Recurring Charge Rate	Non-recurring Charge
Voice-Data	1-Mbps to 1-Gbps	1-Mbps to 1-Gbps	\$ 172.04	\$150.00

All Term Plan rates are subject to a Monthly Minimum Charge as prescribed under Section 3.4.E(6) preceding. Monthly Minimum Charge amounts are listed at Section 4.2.C following.

Wholesale WBITS Provided over Residential and Business Lines – 3-Year Term Commitment

3-Year Term	Upstream - Up To	Downstream - Up To	Monthly Recurring Charge Rate	Non-recurring Charge
Voice-Data	1-Mbps to 1-Gbps	1-Mbps to 1-Gbps	\$ 80.04	\$0.00

All Term Plan rates are subject to a Monthly Minimum Charge as prescribed under Section 3.4.E(6) preceding. Monthly Minimum Charge amounts are listed at Section 4.2.C following.

4.3. WBITS Monthly Minimum Charge Per Line for Term

Term Commitment	Full Term Billing at Minimum Charge
1 Year – 5% Discount	\$2,064.00
3 Years – 10% Discount	\$2,881.00

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4.4 CBOL Service Monthly Recurring Charge

The monthly CBOL Charge rate applies to each CBOL Service line ordered by the Wholesale Customer.

Monthly Rate Per CBOL Service Line	\$42.00
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4.5 CBOL Service Nonrecurring Charge

Nonrecurring Charge Per CBOL Service Line	\$0.00
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