

Issued: May 27, 2005

FACILITIES FOR INTERSTATE ACCESS

16. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

16.6 Digital Subscriber Line Service (Cont'd)

(B) Service Provisioning

The ADSL Channel is provisioned over existing Telephone Company copper facilities and transported to the Telephone Company's backbone network. The ADSL Channel provides a connection from the CL to the ADSL connection point. The ADSL Channel does not include the existing copper facilities.

The rate and charges for the ADSL Channel are in addition to basic local exchange service. A customer who obtains local exchange service from the Telephone Company's local or general exchange tariff may obtain ADSL Channel service utilizing the same copper facilities as the basic local exchange service. The Telephone Company will automatically disconnect the ADSL Channel if an associated local exchange service is disconnected for any reason.

The Telephone Company will qualify the ADSL Service between the CL and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing Telephone Company copper facilities to provide the service. The Telephone Company will not provision this service on facilities that are not suitable for ADSL.

ADSL will be provided subject to the availability and limitation of Telephone Company wire centers and outside plant facilities and is only available where technical capabilities permit. ADSL Long Reach provides DSL service to customers beyond 18,000 feet and up to 26,000 feet from the wire center. Downstream data rates depend on a number of factors, including but not limited to (1) the distance from the CL to the serving wire center, (2) the type of loop facility, and (3) the physical plant. (N)

(C) Responsibility of the Telephone Company

The Telephone Company will provision and maintain ADSL service for the customer from the Network Interface Device (NID) to the ADSL connection point. The Telephone Company will advise the end user customer of the equipment necessary to support ADSL service.

(D) Responsibility of the Customer

The end user customer is responsible for providing compatible Customer Premises Equipment (CPE) that is used for connection to ADSL service.

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) to provision ADSL Service.

The customer ordering ADSL Channel Service on behalf of its subscriber(s) must obtain a letter of agency. The customer will be responsible for obtaining permission from its' subscriber(s) for the Telephone Company's agents or employees to enter the customer's locations at a reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of the Telephone Company.

(E) Rights of the Telephone Company

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

Equipment at the CL must meet Telephone Company specifications.

The Telephone Company shall not be liable for damage claimed due to interference of the ADSL service with existing customer premises equipment(i.e., security systems, medical signaling devices, etc.)

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

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FACILITIES FOR INTERSTATE ACCESS

16. ADVANCED COMMUNICATIONS NETWORKS

16.6 Digital Subscriber Line Service (Cont'd)

(F) Rate Regulations

(1) General

ADSL is available as a retail service. ADSL service arrangements are available as month-to-month, one year, or three year term plans. ADSL Long Reach is only available as a two year term plan. (N)

(2) Rate Elements

A nonrecurring charge and a monthly rate apply for the installation of ADSL service. A service rearrangement charge is also applicable when making changes, i.e., bandwidth downgrades and changing to a different Information Provider. The service arrangement charge applies on a per service rearrangement basis. A customer may order bandwidth level changes subject to the following conditions:

- Both the existing and new services are provided solely by the Telephone Company.
- The service will be provided at the same customer location as the discontinued service.
- The monthly rates for the new service(s) and/or service elements will be those in effect at the time of the service change.

A nonrecurring charge applies for software changes such as remapping Frame Relay and other software changes associated with ADSL Services. This charge applies on a per software change basis.

ADSL service is available in service level packages, and is based on the downstream and upstream speeds chosen by the customer. Service level packages are defined by the downstream and upstream speeds. Currently available service level packages are:

<u>Package</u>	<u>Downstream</u>	<u>Upstream</u>
ADSL Basic	128Kbps	64Kbps
ADSL Plus	256Kbps	128Kbps
ADSL Performance		512Kbps
ADSL Performance Plus		768Kbps
ADSL Performance Max		1.0Mbps
ADSL Long Reach		128Kbps
		256Kbps
		512Kbps
		512Kbps
		64Kbps

With the exception of ADSL Long Reach, data speeds set forth above are peak speeds. Actual speeds may be affected by loop distance and other factors, and are not guaranteed. ADSL Long Reach data speeds represent the minimum speeds. Actual speeds may be higher as affected by loop distance and other factors. (N)

(3) Pricing Plan Terms and Conditions

ADSL service may be ordered on a month-to-month basis, one year, or three year term plans. ADSL Long Reach may be ordered only on a two year term plan. Monthly rates for the entire contract fixed period will be stabilized from Telephone Company-initiated increases, at the rates in effect for the fixed period on the service date. The customer must specify the length of the fixed period at the time the service is ordered. If a rate decrease occurs during a customers' fixed period, the reduced rates will automatically be applied to the remaining term of the fixed period. (N)

At the end of the fixed period, the customer may select a new fixed period, convert to monthly rates (month-to-month) or terminate the service. The rates will be those in effect at the time the new fixed period begins. Should the customer not make a choice at the end of the fixed period, the existing term rates will continue to apply. Nonrecurring charges will not apply.

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FACILITIES FOR INTERSTATE ACCESS

16. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

16.6 Digital Subscriber Line Service (Cont'd)

(F) Rate Regulations (Cont'd)

(4) Changes to Rate Plans

Fixed period contract termination liability will be waived when an ADSL customer migrates individual ADSL Channel services to higher downstream ADSL Channel services, at the same address. Service rearrangement nonrecurring charges will apply. The new, higher speed downstream service will continue with the termination liability of the original service, and will be deemed to be continuous service.

Services rated under the month-to-month plan or an existing fixed period rate plan may be upgraded to a fixed period service rate plan at any time the customer chooses, without incurring nonrecurring charges or termination liability. The upgrade will be allowed provided the ADSL channel interface and the CL remain the same. Additionally, the new fixed period service rate plan must meet or exceed the fixed period service rate plan being upgraded. The monthly rates will be those in effect at the time the new fixed period begins. New minimum service periods apply to upgrades in rates plans.

If the customer chooses to change an existing service provided under a fixed period service rate plan to month-to-month billing, the change will be treated as a discontinuance of the existing service and an establishment of new service. Termination Liability, as set forth below, will apply in addition to the new monthly rates for the service.

(5) Discontinuance of Service

If the customer chooses to discontinue all or a portion of the service prior to the expiration of the fixed period service, Termination Liability, as set forth below, will apply.

(6) Termination Liability

When a Term Payment Plan (TPP) arrangement is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the period in effect at the time of disconnect.

One year TPP - 50% of any remaining portion of the first year's recurring charges for the in service quantity.

Two year TPP - 50% of any remaining portion of the contract for the in (N)
service quantity. (N)

Three Year TPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, the customer will be liable for 10% of the total monthly recurring charges in that time period for the in service quantity.

If the customer moves outside of the company's coverage area, the customer (N)
will not be liable for the termination liability. (N)

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16. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

16.6 Digital Subscriber Line Service (Cont'd)

(G) Rates and Charges (Cont'd)

(2) Term Payment Plan (TPP) (Cont'd)

(a) ADSL Channel, each (Cont'd)

Performance Plus 768Kbps

	Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>
(USOC)	A3015	A3029	A3030

Jurisdiction

Iowa Telecom	75.00	77.00	74.00
Iowa Telecom Systems	75.00	77.00	74.00

Performance Max 1.0Mbps

(T)

	Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>
(USOC)	A3015	A3031	A3032

Jurisdiction

Iowa Telecom	75.00	115.00	110.00
Iowa Telecom Systems	75.00	115.00	110.00

Long Reach

	Nonrecurring <u>Charge</u>	Two Year Monthly <u>Rate</u>
<u>Jurisdiction</u>		
Iowa Telecom	75.00	32.00
Iowa Telecom Systems	75.00	32.00

(N)

(N)

b) Limited ADSL Promotion

During the period March 8, 2003, through September 30, 2003, unless sooner cancelled or changed, a promotion will be offered to end user customers that subscribe to or upgrade to an ADSL Performance (512Kbps down and 256Kbps up) service level package. End user customers who sign a two-year contract will receive the ADSL Performance service level package for a monthly rate of \$25.00. The installation charge of \$75 will be waived for such customers. Existing end user customers that upgrade from an ADSL Basic or ADSL Plus service level package to the ADSL Performance service level package will be provided the package for a monthly rate of \$25.00. The upgrade customers will also be required to sign a two-year contract. The \$6.00 software change charge to upgrade their service will be waived. The upgrade will be allowed provided the ADSL channel interface and the CL remain the same. If the customer requests the discontinuance of the ADSL Performance service level package prior to the expiration date of the two year contract, termination liability charges will apply. The customer will be billed 50% of any remaining portion of the contract. This promotion is available on service orders placed during the promotional period, with service scheduled to begin within 15 days of the order date.

(This page filed under Transmittal No. 51)