

ACCESS SERVICE  
CHECK SHEET

Title Pages 1 and 2 and Pages 1 to 16-203 inclusive of this tariff are effective as of the date shown.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
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6-170	1st Revised	7-117.4	Original		
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7-29	3rd Revised	9-1.2	Original		
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7-33	3rd Revised	9-7	4th Revised		
7-62	2nd Revised	9-7.1	9th Revised		
7-63	1st Revised	9-8	10th Revised		
7-69	2nd Revised	9-9	4th Revised		
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7-78	1st Revised	<b>9-11*</b>	<b>Original</b>		
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V.P. - Access and Interconnection  
ALLTEL Communications, Inc.  
One Allied Drive  
Little Rock, AR 72203

## ACCESS SERVICE

9. Advanced Communications Networks (Cont'd)9.6 High Speed Internet Packet Access Service9.6.1 General

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High Speed Internet Packet Access (HSIP) service provides high speed transmission services for simultaneous voice and data communications over local exchange service facilities. HSIP service is provided, where available, between customer designated premises and designated Telephone Company Serving Wire Centers. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this tariff.

9.6.2 Service Description

HSIP is an access data technology service offered at high speeds downstream and upstream. The speeds represent transmission speeds in kilobits and megabits to and from the End-User Customer Premise (EUCP). HSIP enables data traffic generated by the End-User Customer's equipment to be transported over existing local exchange service facilities to an HSIP Customer Access Port located in the Telephone Company's Serving Wire Center (SWC). The End-User Customer is the subscriber of the Telephone Company's local exchange service. At the HSIP Customer Access Point, the End-User Customer's HSIP must be connected to a DATA Content Provider (i.e. Network Service Provider [NSP], Corporate Intranet, etc.) using the Telephone Company's Logical Link Access service. A Network Access Link service is a network connection that provides a link between the Telephone Company's HSIP SWC and a Data Content Provider's equipment.

9.6.3 Undertaking of the Telephone Company

The Telephone Company will provide High Speed Internet Packet Access service at rates and charges as set forth in Section 17.4.9 following:

- (A) The Telephone Company will determine if the customer's local exchange service line is suitable for use with HSIP service. Service will not be provided on lines that the Telephone Company determines are not suitable for HSIP service or on lines that produce interference with other services provided by the Telephone Company.
- (B) The Telephone Company will provision and maintain HSIP service from the customer's SWC to the Optical Network Terminal (ONT) at the EUCP. The NSP or its Customer is responsible for providing compatible CPE and inside wire.
- (C) The Telephone Company reserves the right to temporarily interrupt HSIP service for wire center maintenance, system wide software updates, in emergency situations without prior notice.

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9.6.4 Obligations of the Customer

In addition to the regulations described in other sections of this tariff, the following provisions apply to HSIP service.

- (A) The End-User Customer must subscribe to local exchange service from the Telephone Company pursuant to the Telephone Company's local exchange service tariffs. The Telephone Company will automatically disconnect HSIP service when the associated local exchange service is disconnected for any reason.
- (B) The Network Service Provider (NSP) or its End-User Customer is responsible for providing the Telephone Company with the necessary information to provision HSIP service (e.g. customer name, telephone number, and premises address; billing name and address when different from the customer name and premises address; customer contact name and telephone number and the contact name and telephone number of the NSP with which the Customer's HSIP service will interconnect).
- (C) The NSP is responsible for providing and maintaining all required customer provided equipment (CPE), which is compatible with the Telephone Company's HSIP service.
- (D) The NSP is responsible for ordering a Network Access Link to connect with HSIP service at the Telephone Company's appropriate Connection Point.
- (E) The Telephone Company will not be liable for any theft of Customer's services or related losses.

9.6.5 Rate Regulations

This section contains the regulations governing the rates and charges that apply for HSIP service.

(A) Rate Elements

- (1) A nonrecurring installation charge and a monthly rate apply for the provision of HSIP service.
- (2) HSIP is provided over a non-metallic (fiber) facility to the premises served by the NSP. The terminating equipment at the EUCP eliminates the need to install a modem device. Other compatible customer provided equipment may need to be used for connecting the End-User Customer's device to the HSIP service, and it is the responsibility of the NSP to inform their customer of such equipment.
- (3) An Additional Labor charge will apply as described in Section 13.2 following when the NSP requests a line to be re-provisioned for the add or removal of HSIP access capability.

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9.6.5 Rate Regulations (Cont'd)(B) Rate Application

- (1) A recurring rate is charged for each service based on the commitment level as described in Section 17.4.9 following.
- (2) A nonrecurring rate applies for the installation of each HSIP service.
- (3) An Additional Labor charge as shown in Section 17.4.3 following applies for re-configuring a HSIP service to add or remove high-speed internet access capability.
- (4) Rates are shown in Section 17.4.9 following.

(C) Volume Commitment Agreement (VCA)(1) Description

The HSIP Volume Commitment Agreement provides rates based on commitments of minimum volumes. The VCA rate is based on all of an NSP's HSIP subscribed services. The minimum quantity of units must be reached within 24 months of the first HSIP installation. This 24-month period is also referred to as the initial start-up period. At the end of the initial start-up period, if the minimum volume falls short, a shortfall liability will be applied as described in Section 9.5(C)3 below. The initial start-up period applies only once per NSP and only to their initial VC.

VCA is applicable for a term of 2 (two) years with one level of commitment for the number of HSIPs.

The VCA begins on the service anniversary date defined as the in-service date for the VCA that designates the Commitment Level. Each contract runs 24 months from its service anniversary date. At expiration of the VCA, the NSP may terminate HSIP service, select a new VCA plan (if applicable) or renew the rates in effect at the end of the expiring VCA. A miscellaneous service order charge as stated in Section 17.4.1(D) following will apply to a conversion to a new VCA. The service order charge will be waived if the NSP chooses to remain at the same Commitment Level.

VCA is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination ("Termination Liability") as described in Section 9.5(C)4 below.

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9.6.5 Rate Regulations (Cont'd)(C) Volume Commitment Agreement (VCA) (Cont'd)(2) Periodic Review

The Commitment Level is reviewed at the end of the initial set-up period, and thereafter quarterly. A count is taken of all of the NSP's HSIP subscribers in service as of the last day of the time period under review. NSPs who do not meet the minimum quantity of in-service subscribers for their Commitment Level at the end of the initial start-up period or at the end of each quarter thereafter will be subject to the Shortfall Liability as described below.

(3) Shortfall Liability

Shortfall Liability applies to any NSP that fails to meet the minimum subscriber volumes for its VCA.

Shortfall Liability is calculated at the end of the initial start-up period and each quarter thereafter that the minimum subscriber volumes have not been met.

- (a) At the end of the initial start-up period, the Shortfall Liability will be based on the difference between the number of HSIP lines subscribed to the NSP and the total number of HSIP services that should have been reached and maintained by the end of the initial start-up period. The Shortfall Liability is calculated by taking the difference in HSIPs described above and multiplying it by the applicable VCA rate times the number of months in the initial start-up period.
- (b) After the initial start-up period, the Shortfall Liability will be assessed each quarter and will be based on the difference between the number of HSIPs subscribed to by the NSP and the total number of HSIPs that should have been reached and maintained under the NSP's designated VCA, for each subsequent quarter of the VCA term. The Shortfall Liability is calculated by taking the difference in monthly HSIPs described above for each quarter the Commitment Level is not met within the VCA term and multiplying it by the applicable HSIP rate.

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9.6.5 Rate Regulations (Cont'd)(C) Volume Commitment Agreement (VCA) (Cont'd)(4) Termination Liability

If the NSP elects to discontinue its VCA prior to the end of the commitment period, Termination Liability charges will apply.

If the NSP terminates after the initial start-up period, the Termination Liability will be calculated by taking the number of months remaining in the commitment period and multiplying it by the applicable rate times the minimum HSIPs for the Commitment Level subscribed.

If the NSP terminates within the initial start-up period, the Termination Liability will equal the sum of: 1) taking the difference between the number of HSIPs subscribed to by the retail provider and the total number of HSIPs that should have been reached at the end of the initial start-up period, for each month of the initial start-up period prior to termination that the Commitment Level was not met and multiplying these monthly differences by the applicable rate; and 2) multiplying the applicable rate of the minimum HSIPs for the Commitment Level subscribed times the remaining number of months in the VCA term.

(5) Temporary Suspension of Service

When the local exchange or dedicated service provided to the EUCP at which the HSIP is provisioned is temporarily suspended for any reason, the HSIP service will be temporarily suspended for the time period that the associated local exchange or dedicated service is suspended.

9.6.6 HSIP Service Options

High Speed Internet Packet Access service is available to customers in five service level packages, and is based on the "downstream" and "upstream" speeds chosen by the customer. A customer may select from multiple packages; however, the downstream and upstream speeds may not be substituted within a service level, as the packages are defined by the downstream and upstream speeds.

	<u>Downstream</u>	<u>Upstream</u>
Option 1	1.5Mb	384k
Option 2	3.0Mb	384k
Option 3	3.0Mb	768k
Option 4	6.0Mb	384k
Option 5	6.0Mb	768k

Data speeds set forth above are peak speeds. Actual speeds may be affected by loop distance and other factors and are, therefore, not guaranteed. NSPs must have the appropriate size NAL to offer 3.0Mb or 6.0Mb packages.

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9.6.7 Service Availability

<u>Company</u>	<u>Location</u>
Kentucky ALLTEL Inc., - Lexington	Lexington

9.6.8 Rates and Charges

## (A) Volume Commitment Agreement (VCA) - Two-Year Term:

	Monthly Rate	Nonrecurring Charge
HSIP Loop Commitment Level*		
750 HSIP Subscribers - rate per HSIP		
Option 1	\$ 19.95	\$99.95
Option 2	\$ 24.95	\$99.95
Option 3	\$124.95	\$99.95
Option 4	\$ 29.95	\$99.95
Option 5	\$129.95	\$99.95

\* Total volume for all HSIPs subscribed under the Commitment Level will be combined to determine the applicable Commitment Level.

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