

ACCESS SERVICE

CHECK SHEET

Title Page 1 to page 19-16 of this tariff are effective as of the date shown. Original pages as named below contain all changes that are in effect on the date hereof.

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Vice President, Regulatory and Public Policy
 350 South Loop 336 West
 Conroe, TX 77304-3308

ACCESS SERVICE

16. Public Packet Data Network (Continued)

16.2 Digital Subscriber Line (DSL) Services (Cont'd)

General Description

This section contains the rules and regulations pertaining to the provision of Consolidated Communications' Digital Subscriber Line (DSL) Services. DSL services provide high-speed connections over existing copper or fiber facilities, which may also be used to provision customers' local exchange service. Current DSL offerings include Asymmetrical Digital Subscriber Line Service (SpeedLink) and Telecommunications Service Provider Service Access (TSPSA). Service, provisioning, and rate information is detailed following. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this tariff.

16.2.1 ADSL Speedlink Services

(A) Service Description

Asymmetrical Digital Subscriber Line (ADSL) SpeedLink Service (SpeedLink) may be used by the customer to carry any type or combination of communications, e.g. voice, video, data graphics, messages. It is a data technology service being offered in only one bandwidth/speed level configuration: the maximum that can be obtained from the current DSL equipment technology, taking into account loop distance, physical condition and other characteristics of the facilities and equipment. The Up speeds represent transmission speeds in kilobits per second (Kbps), from the point of demarcation at the customer's premises to the Telephone Company's ADSL connection point; while the Down speeds represent transmission speeds in Kbps or megabits per second (Mbps), from the Telephone Company's ADSL connection point to the point of demarcation at the customer's designated premises. The Telephone Company will deliver the maximum possible speed up to the point of demarcation (NID – network interface device) at the customer premises. Users requiring lower bandwidth will often have a greater range for the availability of service. (D)

SpeedLink service will require a splitter(s) at both the customer's designated premises and the telephone Company's serving wire center to split the traffic between data and voice. The customer is responsible for providing and maintaining the splitter(s) at the customer designated premises. The voice traffic will be routed to the serving wire center switching equipment while the data traffic will be directed through a multiplexer for connection to a Telecommunication Service Provider (TSP).

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16. Public Packet Data Network (Continued)

16.2 Digital Subscriber Line (DSL) Services (Continued)

16.2.1 ADSL SpeedLink Service (Continued)

(E) Responsibility of the Customer (Continued)

The SpeedLink customer will be responsible for granting permission to the Telephone Company’s agents or employees to enter the customer’s designated premises at a mutually agreed upon time for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of the Telephone Company.

(F) Technical Specifications

Technical Specifications are listed in the Telephone Company’s technical publication (TP) 76701 and in the publications listed in the “Reference to Technical Publications,” Pages 0-28 through 0-33.

(G) Rate Regulations

(1) Rate Elements

The Company will provide the maximum possible speeds, both upstream (to the serving wire center) and downstream (from the serving wire center to the customer) in an “open pipe” mode. Signals in both directions meet a minimum guaranteed speed of 128 Kbps. The upstream and downstream signals will be transmitted at the best possible speeds based on the technical standards of the current DSL equipment and facilities, along with the condition and geography of the facilities and equipment. Users requiring lower bandwidth will often have a greater range for the availability of service. Future technical standards (VDSL, SHDSL, etc.) will increase this and be provided to the Company’s customers as soon as customer demand requires.

(D)
(D)

The customer’s modem must synchronize at 128 Kbps to attain the minimum speed of 128 Kbps, and at higher speeds to utilize the higher speed capabilities of the service.

ADSL service may be used by the customer to carry any type or combination of communications, e.g. voice, video, data graphics, and messages.

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ACCESS SERVICE

16. Public Packet Data Network (Continued)

16.2 Digital Subscriber Line (DSL) Services (Continued)

16.2.3 Wholesale Digital Subscriber Line Transport

(N)

(A) Service Description

Wholesale Digital Subscriber Line (DSL) Transport service is a virtual session between the company’s ATM network and a Customer’s designated End User premises utilizing DSL technology. ADSL line is a physical facility between the company’s DSLAM (or DSL capable remote terminal) and the Network Interface Device (NID) located at the End User’s premises. The Company retains ownership of the overall DSL line. Wholesale DSL transport is intended primarily for Internet Service Providers (ISPs), but may be purchased by any information service provider or carrier connected to their End User for the purposes of providing to that End User a retail service that includes high speed DSL.

DSL Transport Service is available as one of the following:

- 1) DSL Transport Service where the Company provides local exchange service and DSL Transport Service on the same local loop. Or
- 2) Stand Alone DSL Transport Service where the Company provides DSL Transport Service over the local loop.

(B) Service Provisioning

- (1) Minimum connection speed or “sync-rate” is between the NID at the End User’s premises and the DSLAM or DSL capable remote terminal. Actual data transfer or throughput may be lower than sync-rate due to Internet congestion, server or router speeds, protocol overheads, and factors that may not be in the Company’s control. If the Company is unable to provide the minimum sync-rate, then the service will not be provided and Customer will not be subject to termination liability or cancellation charges.
- (2) The Company’s wholesale DSL service is provided over the high frequency portion of a retail ILEC-provided, retail end user line, or as a Stand Alone service where the Company provides the DSL transport service over the local loop.

(N)

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16. Public Packet Data Network (Continued)

16.2 Digital Subscriber Line (DSL) Services (Continued)

16.2.3 Wholesale Digital Subscriber Line Transport

(B) Service Provisioning

- (3) Information pertaining to end offices equipped to provide DSL Transport service is set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 4. ADSL Service will be provided subject to the availability and limitations of the Telephone Company wire centers and outside plant facilities. ADSL Transport service is only available where technical capabilities, distance and type of physical plant permit such facility.
- (4) Every effort will be made to deliver customer speeds as listed in Section 16.2.1(G)(1). However, Telephone Company cannot guarantee a specific service speed on the Internet due to factors beyond its control.

(N)

(N)

ACCESS SERVICE

16. Public Packet Data Network (Continued)

16.2 Digital Subscriber Line (DSL) Services (Continued)

16.2.3 Wholesale Digital Subscriber Line Transport

(C) Customer Responsibility

- (1) Customer is responsible for providing all customer support to its End Users, and all marketing, billing, ordering and repair for its End Users.
- (2) Customer is responsible for: 1) the terms of any pricing plans offered by Customer to its End Users, 2) the ordering, billing, and collection of its own End Users, and 3) customer service for all aspects of the Service. Customer is also responsible for managing End User trouble reports and will advise its End Users to contact the Customer directly with any trouble reports. Customer will not direct its End User to contact the Company for any issues related to the Wholesale DSL Transport Service.
- (3) Customer shall at all times be the customer of record with respect to Services purchased hereunder and shall be responsible for payment to the Company. Customer retains all responsibility for billing its End Users and for any claim and End User may make concerning unauthorized billing.

(D) Rate Elements

Monthly charges apply, as specified in Sections 17.4.7 (C) & 18.4.8 (C) – Rates and Charges.

- (1) DSL port charges will apply as prescribed in Section 17.4.7(B)(3) and Section 18.4.8 (B)(4).

(N)

(N)

ACCESS SERVICE

16. Public Packet Data Network (Continued)

16.2 Digital Subscriber Line (DSL) Services (Continued)

(N)

16.2.4 Wholesale Digital Subscriber Line Transport – Term Volume Pricing Plan

(A) General Description

The Term and Volume Plan provides the customer with reduced rates based on, (1) the length of the customer's term commitment, (2) a minimum of 5,000 Wholesale DSL Transport connections ordered in total from the Telephone Company. The Term Plan is available for terms of three or five years. Rates for the Term Volume Pricing Plan for Wholesale Digital Subscriber Line Transport Service are set forth in sections 17.4.7 and 18.4.8 following.

(B) Terms and Conditions

When the customer subscribes to a Term and Volume Plan, all in-service Wholesale DSL Transport lines provided out of and subsequently installed at the included SWC will be billed the rates and charges specified in 17.4.7 and 18.4.8 for the length of the term commitment.

If the Telephone Company decreases the rates specified in sections 17.4.7 and 18.4.8 of this tariff during the term of a commitment period, the decreased rates will automatically be applied for the remainder of the current commitment period.

At the end of the Term and Volume Plan, the customer may elect to establish a new Term and Volume Plan commitment, convert to the rates available under the Monthly Plan, or discontinue service. If the customer does not make an election by the end of the plan, the rates for all Wholesale DSL Transport lines will automatically be converted to the rates available under the Monthly Plan set forth in sections 17.4.7 and 18.4.8 of this tariff. An Access Order Charge will not apply to any election made by the customer at the end of the plan.

The Term and Volume Plan is subject to payment for early termination as described in this document.

(N)

ACCESS SERVICE

16. Public Packet Data Network (Continued)

16.2 Digital Subscriber Line (DSL) Services (Continued)

(N)

16.2.4 Wholesale Digital Subscriber Line Transport – Term Volume Pricing Plan (Cont’d)

(C) Termination of Services

(1) Termination without Liability

A customer may terminate a Term and Volume Plan without the application of a termination liability charge when the customer replaces its original Term and Volume Plan commitment with a new Term and Volume Plan commitment provided the length and pricing option of the new Term and Volume Plan commitment is equal to or greater than the length and pricing option of the original Term and Volume Plan commitment.

A customer may terminate a Term and Volume Plan without the application of a termination liability charge if the Telephone Company increases the Term and Volume Plan monthly rates described in this tariff during the term of the existing commitment. The customer has 90 days following such rate increase to notify the Telephone Company in writing of its intent to terminate its Term and Volume Plan under this document; otherwise, the increased rates will apply for the remainder of the commitment period.

(2) Termination with Liability

If the customer elects to terminate its Term and Volume Plan prior to the end of the commitment period for any reason other than specified immediately above (in (B) or (C), preceding,) a termination liability charge will apply. For each Term and Volume Plan terminated prior to the end of the commitment period, the Telephone Company will bill the customer a charge equal to the monthly plan charge for its selected pricing option as specified in this document multiplied by the number of months remaining in the commitment period.

Monthly plan rates as described in this tariff will apply to all in-service Wholesale DSL Transport Lines following the early termination of a Term and Volume Plan.

(N)

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17. Rates and Charges – Consolidated Communications of Texas (CCTX) (Cont'd)

17.4 Other Services (Cont'd)

17.4.7 Public Packet Data Network (Cont'd)

(C) Wholesale Digital Subscriber Line Transport Service (N)

(1) Wholesale Digital Subscriber Line Transport

	<u>Monthly Rate</u>	<u>Nonrecurring Service Order Charge</u>	<u>Nonrecurring Installation Charge</u>	
Wholesale Digital Subscriber Line Transport Service	\$22.00	\$0.00	\$0.00	
Stand Alone Wholesale Digital Subscriber Line Transport Service	\$27.00	\$0.00	\$0.00	(N)

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17. Rates and Charges – Consolidated Communications of Texas (CCTX) (Cont'd)

17.4 Other Services (Cont'd)

17.4.7 Public Packet Data Network (Cont'd)

(C) Wholesale Digital Subscriber Line Transport Service (Cont'd)

(2) Volume and Term Discount Pricing

- Regulations concerning Customers which commit to minimum volume and term arrangements. These volumes and term commitments allow the Telephone Company to maximize the use of its DSL technology and make efficient use of its DSLAMS.

(a) Wholesale DSL

Wholesale Digital Subscriber Line Transport Service	Monthly Rate	Nonrecurring Service Order Charge	Nonrecurring Installation Charge
3 yr, 5000 Units	\$21.50	\$0.00	\$0.00
5 yr, 5,000 Units	\$19.50	\$0.00	\$0.00
3 yr, 7,500 Units	\$18.50	\$0.00	\$0.00
5 yr, 7,500 Units	\$16.50	\$0.00	\$0.00
3 yr, 10,000 Units	\$16.00	\$0.00	\$0.00
5 yr, 10,000 Units	\$15.00	\$0.00	\$0.00

(b) Stand Alone Wholesale DSL

Stand Alone Wholesale Digital Subscriber Line Transport Service	Monthly Rate	Nonrecurring Service Order Charge	Nonrecurring Installation Charge
3 yr, 5000 Units	\$26.50	\$0.00	\$0.00
5 yr, 5,000 Units	\$24.50	\$0.00	\$0.00
3 yr, 7,500 Units	\$23.50	\$0.00	\$0.00
5 yr, 7,500 Units	\$21.50	\$0.00	\$0.00
3 yr, 10,000 Units	\$21.00	\$0.00	\$0.00
5 yr, 10,000 Units	\$20.00	\$0.00	\$0.00

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18. Rates and Charges – Consolidated Communications of Fort Bend (Cont'd)

18.4 Other Services (Cont'd)

18.4.8 Public Packet Data Network (Cont'd)

(C) Wholesale Digital Subscriber Line Transport

(1) Wholesale Digital Subscriber Line Transport

	<u>Monthly Rate</u>	<u>Nonrecurring Service Order Charge</u>	<u>Nonrecurring Installation Charge</u>
Wholesale Digital Subscriber Line Transport Service	\$22.00	\$0.00	\$0.00
Stand Alone Wholesale Digital Subscriber Line Transport Service	\$27.00	\$0.00	\$0.00

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18. Rates and Charges – Consolidated Communications of Fort Bend (Cont'd)

18.4 Other Services (Cont'd)

18.4.8 Public Packet Data Network (Cont'd)

(C) Wholesale Digital Subscriber Line Transport (Cont'd)

(2) Volume and Term Discount Pricing

-Regulations concerning Customers which commit to minimum volume and term arrangements. These volumes and term commitments allow the Telephone Company to maximize the use of its DSL technology and make efficient use of its DSLAMS.

(a) Wholesale DSL

Wholesale Digital Subscriber Line Transport Service	Monthly Rate	Nonrecurring Service Order Charge	Nonrecurring Installation Charge
3 yr, 5000 Units	\$21.50	\$0.00	\$0.00
5 yr, 5,000 Units	\$19.50	\$0.00	\$0.00
3 yr, 7,500 Units	\$18.50	\$0.00	\$0.00
5 yr, 7,500 Units	\$16.50	\$0.00	\$0.00
3 yr, 10,000 Units	\$16.00	\$0.00	\$0.00
5 yr, 10,000 Units	\$15.00	\$0.00	\$0.00

(b) Stand Alone Wholesale DSL

Stand Alone Wholesale Digital Subscriber Line Transport Service	Monthly Rate	Nonrecurring Service Order Charge	Nonrecurring Installation Charge
3 yr, 5000 Units	\$26.50	\$0.00	\$0.00
5 yr, 5,000 Units	\$24.50	\$0.00	\$0.00
3 yr, 7,500 Units	\$23.50	\$0.00	\$0.00
5 yr, 7,500 Units	\$21.50	\$0.00	\$0.00
3 yr, 10,000 Units	\$21.00	\$0.00	\$0.00
5 yr, 10,000 Units	\$20.00	\$0.00	\$0.00

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