South Arkansas Telephone Company Title Page 1

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

DIGITAL SUBSCRIBER LINE (DSL) SERVICE GUIDE

REGULATIONS, RATES, AND CHARGES

Applying to the Provision of DSL Service For Customers of South Arkansas Telephone Company (Study Area: 401702)

This DSL Service Guide does not include Internet Access, Content or any connections Beyond the Telephone Company's central office

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

TABLE OF CONTENTS

		<u>PAGE</u>
EXPLANATION OF ABBREVIATIONS		
1.	General	3
2.	Terms and Conditions	7
3.	<u>Digital Subscriber Line Service</u>	15
4.	Rates and Charges	18

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

EXPLANATION OF ABBREVIATIONS

ADSL - Asymmetric Digital Subscriber line Access Service

CBOL - Consumer Broadband Only Loop

CO - Central Office

CDP - Customer Designated Premises

DSL - Digital Subscriber Line

DSLAM - Digital Subscriber Line Access Multiplexer

ETS - Ethernet Transport Service
ISP - Internet Service Provider
kbps - kilobits per second
LAN - Local Area Network
Mbps - Megabits per second

MM-VCC - Multimedia Virtual Circuit Channel

NIC - Network Interface Card NID - Network Interface Device

SDSL - Symmetric Digital Subscriber Line

SWC - Serving Wire Center

VPCP - Volume Pricing Commitment Plan

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

1. General

- 1.1 Application of Tariff Rates, Terms and Conditions
- 1.1.1 This Tariff contains the rate, terms and conditions applicable to the

Provision of Wireline Broadband Internet Transport Services (WBITS),

Hereinafter collectively or individually referred to as "Service", by **South Arkansas Telephone Company** hereinafter referred to as the "Telephone Company."

1.1.2 Service is furnished subject to the jurisdiction of the Federal Communications Commission ("FCC") pursuant to Title II of the Communications Act of 1934, As Amended, (47 USC 201-276) on

a common-carriage permissively detariffed basis available to Network Service

Providers, as defined following, for connection to end user Customers.

- 1.1.3 The Telephone Company offers Service where technically feasible within its incumbent local exchange carrier (ILEC) exchange boundaries. The Telephone Company's serving area(s) are identified as a study area with a distinct study area code(s) of **401702**.
- 1.1.4 As set forth in this Tariff the provision of such Service (by the Telephone Company) does not constitute a shared undertaking with the Customer for the furnishing of any service.
- 1.1.5 The Telephone Company may, from time to time, at its sole discretion

modify the Rates, Terms and Conditions. Any modifications will become

effective thirty (30) days after both mailing by United States Postal Service

Effective: July 1, 2023

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

a copy of the revised Rates, Terms and Conditions to all Customers currently

a party to an executed agreement as described in Section 2.5 following and

posting of such revised Rates, Terms and Conditions on the Telephone

Company's internet web site.

1.1.6 Service is furnished subject to the availability of facilities and subject to

 $transmission, \, atmospheric \, and \, like \, conditions. \, \, By \, accepting \, \, Service \, from \,$

the Telephone Company, the Customer accepts these rates, terms and

conditions as a binding agreement.

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

1. General - (Cont'd)

1.2 Definitions

Certain terms used herein are defined as follows:

Consumer Broadband Only Loop

The term "Consumer Broadband Only Loop" when used in the context of Digital

Subscriber Line Service Guide refers to the provision of Services over a line that

Does not also carry local exchange switched voice telephone service to the

Customer premise

<u>Customer(s)</u>

The term "Customer(s)" denotes any individual, partnership, association, joint-

stock company, trust, corporation, or governmental entity or other entity which

subscribes to the services offered under this tariff. As set forth herein, a $\,$

Customer is responsible for the payment of charges and for compliance with all

applicable terms of the regulations, rates and charges.

<u>Customer Designated Premises</u>

The term "Customer Designated Premises" denotes the premises specified by the

Customer for the provision of Service.

<u>Customer Provided Equipment</u>

The term "Customer Provided Equipment" denotes the terminal equipment or

facilities provided by persons other than the Telephone Company and

connected to the Telephone Company's Services and/or facilities.

Effective: July 1, 2023

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

<u>Digital Subscriber Line (DSL) Access Service Connection Point</u>

The term "Digital Subscriber Line (DSL) Access Service Connection Point" is a

location designated by the Company that serves as an aggregation point for the

collection of Company WBITS traffic from multiple Digital Subscriber Line

Access Multiplexers.

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

1. General - (Cont'd)

1.2 Definitions - (Cont'd)

Ethernet

The term "Ethernet" denotes a high speed networking technology utilizing a

packet-based Ethernet protocol. Ethernet enables broadband multimedia traffic

(i.e., voice, data and video) to be carried over the same network.

Incumbent Local Exchange Carrier

The term "Incumbent Local Exchange Carrier" denotes the same meaning as

section 251(h) of the Communications Act, as Amended 47 U.S.C. 251(h)(1).

<u>Internet Protocol (IP)</u>

The Internet Protocol (IP) is the protocol or industry standard method by

which data is sent from one computer to another on the Internet.

<u>Internet Service Provider (ISP)</u>

An Internet Service Provider (ISP) is an organization that supplies access

to the Internet.

National Exchange Carrier Association (NECA) Tariff F. C.C. No.5

The National Exchange Carrier Association (NECA) Tariff F. C. C. No. 5 is the

interstate access tariff filed by NECA on behalf of members of NECA.

Effective: July 1, 2023

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

1. General - (Cont'd)

1.2 Definitions - (Cont'd)

Network Service Providers

Internet Service Providers (ISPs) or Network Service Providers supply retail

services to end user customers based on transmission of data through use of

Internet Protocol (IP).

Rates, Terms and Conditions

The term "rates, terms, and conditions" denotes this document in its entirety

comprising the rates, terms, and conditions applicable to the provision of Service

to Customer(s) by the Telephone Company.

<u>Service</u>

The term "Service" denotes the offerings of the Telephone Company comprising

of Wireline Broadband Internet Transport Service (WBITS).

Service Application

The term "Service Application" denotes a standard order form which includes

all necessary billing, technical, and other pertinent information which will

enable the Telephone Company to provide the Service as required.

Telephone Company

The term "Telephone Company" denotes all issuing carriers and its affiliates, unless the context indicates otherwise.

Wireline Broadband Internet Transport Service (WBITS)

Effective: July 1, 2023

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

Wireline Broadband Internet Transport Service (WBITS) is an access data

technology service that provides high-speed connections to the Telephone

Company's end user Customers over existing local exchange service facilities

for provision broadband services employing Internet Protocol (IP).

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

2. Terms and Conditions

2.1 <u>Undertaking of the Telephone Company</u>

2.1.1 <u>Scope</u>

(A) The Telephone Company does not undertake to transmit messages

Under this tariff.

(B) The Telephone Company shall be responsible only for the installation,

Operation and maintenance of the Services it provides.

(C) The Telephone Company will, for maintenance purposes, test its Service

Only to the extent necessary to detect and/or clear troubles.

(D) The Telephone Company does not warrant that its facilities and Services

Meet standards other than those set forth in this tariff.

2.1.2. Limitations

- (A) The Services are offered subject to the availability of facilities and the other provisions of these regulations, rates and charges.
- (B) The Telephone Company is providing only facilities and services associated with such facilities (as outlined in this document) to the Customer for communications purposes.
- (C) The Telephone Company maintains the right to deny Service to any

 Customer which fails to abide by the rules and regulations of these

Effective: July 1, 2023

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

terms, rates and charges, or other applicable regulations, rules, or laws.

2.2 Obligations of the Customer

2.2.1 The Customer shall reimburse the Telephone Company for damages to

Telephone Company facilities utilized to provide services under this tariff

caused by the negligence or willful act of the customer or resulting from the

customers improper use of the Telephone Company facilities, or due to

 $\label{eq:malfunction} \mbox{ malfunction of any facilities or equipment provided by other than } \\$

Telephone Company.

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

- 2. Terms and Conditions (Cont'd)
 - 2.2 <u>Obligations of the Customer</u> (Cont'd)
 - 2.2.2 Damage to the Telephone Company's facilities caused by any negligence or

willful act or acts on the part of the Customer shall result in the Customer

reimbursing the Telephone Company for the damages.

2.2.3 The Customer shall indemnify and save harmless the Company from and

against all loss, liability, damage and expense, including reasonable counsel

fees, due to claims for libel, slander, or infringement of copyright or

trademark in connection with any material transmitted by the Customer

using the Company's Services; and any other claim resulting from any act

or omission of the Customer in the use of the Company's facilities.

2.2.4 In the event a suit is brought by the Telephone Company, or an attorney

is retained by the Telephone Company to enforce the terms of the Rates,

Terms and Conditions or collect any bill against a Customer that Customer shall be responsible for payment of all reasonable attorney's fees,

Court costs, costs of investigation and any and all other related costs and

Expenses incurred by the Telephone Company in connection therewith.

2.3 <u>Liabilities of the Telephone Company</u>

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

2.3.1 Except as stated in this Section 2.3, the Telephone Company shall have no liability or damages of any kind arising out of or related to events, acts,

rights or privileges contemplated in the Rates, Terms and Conditions.

(A) The liability of the Telephone Company for damages shall not exceed

an amount equal to the charges under the Rates, Terms and Conditions

applicable to the specific call (or portion thereof) that was affected. No $\,$

other liability shall attach to the Telephone Company.

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

- 2. Terms and Conditions (Cont'd)
 - 2.3 <u>Liabilities of the Telephone Company</u> (Cont'd)
 - (B) The Telephone Company shall not be liable for any delay or failure of

performance or equipment due to causes beyond its control,

including

but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or

request

of the United States government or of any other government,

including

state and local governments having or claiming jurisdiction

over the

Telephone Company, or of any department, agency,

commission,

bureau, corporation, or of any military authority; preemption of existing

service in compliance with national emergencies;

insurrections, riots;

wars; unavailability of rights-of-way or materials; or strikes,

lockouts

work stoppages, or other labor difficulties.

(C) The Telephone Company shall not be liable for (a) any act or omission of any entity furnishing the Telephone Company or

Telephone Company's Customers facilities or equipment used

for the

the

interconnection with services; or (b) for the acts or omissions

of other

Common Carrier or warehousemen. The Telephone Company

shall not

be liable for any damages or losses due to the fault or negligence of the

Customer or due to the failure or malfunction of Customer-

provided

equipment or facilities.

Effective: July 1, 2023

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(A) Deposits

In order to safeguard its interests, the Telephone Company

may
require a Customer to make a suitable deposit or provide a
surety
bond or letter of credit in the amount of the required deposit
as a
guarantee of the payment of charges. Such deposit may be
required
prior to establishing a service or at any time after the
provision of a
service to the Customer.

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

- 2. Terms and Conditions (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
 - (A) <u>Deposits</u> (Cont'd)

Such deposit will not exceed the estimated rates and charges for

the service for a three (3) month period or \$1,000, as decided by the Telephone Company. The fact that a deposit has been made in no way relieves the Customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At the Telephone Company's option, as the provision of the service to the Customer is terminated, the amount of the deposit will be refunded or credited to the Customer's account and any credit balance which may remain will be refunded.

In case of a cash deposit, for the period the deposit is held by the

Telephone Company, the Customer could receive interest. The interest

will be accrued for the period during which the deposit is held by the

Telephone Company. The amount of interest calculated will be at the

Telephone Companies discretion and will be representative to the

reasonable industry or economic interest bearing situations.

A deposit does not relieve the Customer from making advance payments

or from complying with the Telephone Company's regulations for the

payment of bills in accordance with the terms herein and does not

Effective: July 1, 2023

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

constitute a modification or waiver of the regulations of the Telephone

Company providing for the discontinuance of service for nonpayment

of any sums due the Telephone Company for services rendered.

(B) <u>Description of Payment and Billing Period</u>

Service is provided and billed on a monthly basis in advance to the month of service. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice give to the Telephone Company.

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

- 2. Terms and Conditions (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
 - (C) <u>Proration of Charges</u>

Adjustments for the quantities of services established or in any billing period beyond the minimum period set forth for services of this tariff will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request, furnish within 30 days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

(D) Payment Dates and Late Payment Penalties

- (1) Payment will be due as specified on the Customer bill.

 A late

 charge of up to the highest interest rate allowable by state law

 will be applied to all amounts past due or \$2.50, as determined by the Telephone Company.
- (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

Effective: July 1, 2023

South Arkansas Telephone Company

Original Sheet 11

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

carried forward	subject to the late payment charge if unpaid and
carried for ware	to the next bill.
(3) Telephone	Service may be denied or discontinued at the
the	Company's discretion for nonpayment of amounts due
	Telephone Company past the due date as specified in 2.4.1. D.1. Restoration of Service will be subject to all
applicable	installation charges.

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

- 2. Terms and Conditions (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
 - (E) <u>Taxes and Other Charges</u>

In addition to payment for Services, the Customer must pay all

taxes, fees, surcharges and other charges that the Telephone Company bills the Customer related to the service(s). Taxes, fees, and surcharges will be billed to the Customer in the

amounts

that the federal, state, and local authorities require the Telephone

Company to charge. The Telephone Company will not provide advance

notice of changes to taxes and surcharges, except as required by

applicable law. All such charges shall be shown separately on the bill.

The Customer is responsible for all other charges or payments (state,

interstate, or local) made to the Telephone Company or any other entity

associated with providing the service, or any other connections that may

be required that do not fall within this tariff.

(F) <u>Billing Disputes</u>

(1) A good faith dispute requires the Customer to provide a written
claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number

Effective: July 1, 2023

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

	shown on the Customer's bill, or, when available, by		
accessing	such information on the Telephone Company's website		
also	shown on the Customer's bill. Such claim must identify		
in detail	the basis for the dispute, and if the Customer withholds		
the	disputed amounts, it must identify the account number		
under	which the bill has been rendered, the date of the bill,		
and the			
Telephone	specific items on the bill being disputed to permit the		
	Company to investigate the merits of the dispute.		

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

- 2. Terms and Conditions (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
 - (F) <u>Billing Disputes</u> (Cont'd)
 - (2) Customer must contact the Telephone 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 the Customer notifies the

 Telephone Company.
 - (3) Customer may withhold the disputed portion of the bill pending resolution of the dispute, however all non-disputed charges on the bill must be paid by the bill due date indicated on that bill.
 - results of its inquiry, and either adjust the billing, issue a credit, or notify the Customer that all or a portion of the disputed amount is still owed.

 Within fifteen (15) days thereafter, the Customer is required to pay the amount due.
 - (5) If Customer fails to pay this amount within the required time, the

 Customer account will be deemed past due and unpaid and the

Effective: July 1, 2023

South Arkansas Telephone Company

Original Sheet 13

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

	service will be subject to termination as described				
previously in					
	this section. Any payments the Customer withholds				
pending					
	resolution of the dispute may be subject to a late				
payment charge					
	at the interest rate set in $2.4.1(D)(1)$ above and applied				
to past due					
	amounts.				

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

- 2. Terms and Conditions (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.2 <u>Credit Allowance for Service Interruptions</u>
 - (A) 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. Credit allowances will also be allowed for any

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.

- (B) Credit allowances for failure of Service or equipment starts when the
- Customer notifies the Company of the failure and ceases when the

operation has been restored.

- (C) The 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 premises equipment or Customer provided

facilities, any act, or omission of the Customer, or in wiring or equipment

connected to the Customer's terminal.

(D) Only those portions of the Service or equipment operation disabled will

be credited.

Effective: July 1, 2023

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

(E) A credit allowance will not be given for interruptions caused by the

negligence or willful act of the Customer, or interruptions caused by

failure of equipment or service not provided by the Company. A credit

allowance also will not be given for any failure of performance hereunder

due to causes beyond its control, including, but not limited to: (1) acts of

God, fires, flood or other catastrophes; (2) any law, order, regulation,

directive, action or request of the United States Government, or any other

government, including state and local governments having jurisdiction

over the Company, or of any department, agency, bureau, corporation or

other instrumentality of any one or more of said governments, or of any

civil or military authority; or (3) national emergencies, insurrections,

riots, wars or other labor difficulties.

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

2. Terms and Conditions - (Cont'd)

2.5 <u>Executed Agreements</u>

The Telephone Company and the Customer may execute an agreement

(Agreement) setting forth, based on the Customer's application of service, the

specific services available under the regulations, rates and charges that the

Customer is ordering, the terms and volume commitments the Customer is

establishing, and the type and volume of service the Customer is ordering.

The Agreement shall incorporate by reference the regulations, rates and

charges, which would be the current rates posted on the Telephone Company's

website or delivered to the Customer via United States Postal Service.

3. Digital Subscriber Line Service

3.1 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 central office (CO).

DSL Services use proprietary equipment to provide high-speed access. The equipment consists of Digital Subscriber Line Access Multiplexer (DSLAM) located in the CO and the corresponding remote "modem" unit located at the Customer premises.

Effective: July 1, 2023

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

3. Digital Subscriber Line Service - (Cont'd)

3.2 Installation

Installation of DSL Services will be from the CO 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 or from the Telephone Company.

Monthly charges for DSL Services are for the circuit and CO 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.

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 4.1 following.

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

- 3. Digital Subscriber Line Service (Cont'd)
 - 3.3 Conditions

The following conditions set forth by the Telephone Company are applicable

for DSL Services provided by the Telephone Company:

3.3.1. The initial and minimum service period is one month. If Service is

disconnected prior to the end of the minimum service period, the Customer

will be assessed all applicable monthly recurring rates for the remainder of

the minimum service period.

3.3.2. Specified data access rates are the peak 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.

3.3.3. Availability of the DSL Service is subject to facility limitations, including loop

length and other network characteristics.

- 3.3.4 With 30 days' notice, the provision of DSL Service may be withdrawn.
- 3.3.5 For any reason that the local exchange line is disconnected, the Telephone

Company will automatically disconnect the DSL Service

3.3.6 The Telephone Company has bundling prices available at their discretion.

Effective: July 1, 2023

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

DIGITAL SUBSCRIBER LINE SERVICE GUIDE

4. Rates and Charges

4.1 <u>Digital Subscriber Line Service</u>

(A) <u>Asymmetric and Symmetric Digital Subscriber Line Access</u> <u>Services (Voice/Data)</u>

Voice/Data Line Charge	Monthly Rate	Nonrecurri ng Charge
Month-to-Month	\$52.10	\$125.00
3 Year Term	\$41.68	\$125.00
3 Year Term with minimum 1,200 connections	\$31.26	\$125.00