

**MADISON TELEPHONE, LLC  
DIGITAL SUBSCRIBER LINE ACCESS SERVICES  
TERMS, CONDITIONS, AND RATES**

**1. General**

(A) Madison Telephone, LLC d/b/a MT Networks, is an incumbent local exchange carrier (“ILEC”), Study Area Code (“SAC”) 411801 and FCC Form 499 Filer ID 808272, operating in the state of Kansas, and is hereinafter referred to as the “Telephone Company.”

(B) The Company offers the Services pursuant to the terms, conditions and rates and 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

(C) The following terms, conditions and rates are applicable to the provision of DSL Access Services by the Telephone Company. The Telephone Company may at its sole discretion modify the terms, conditions and rates. Modification will be effective thirty (30) days after posting of revised terms, conditions and rates on the Telephone Company’s Internet web site.

(D) The terms, conditions and rates contained within this document are applicable to the Company’s provision of Wireline Broadband Internet Transport Service (“WBITS”), hereinafter collectively or individually referred to alternatively as Service or Wireline Broadband Internet Transport Service or WBITS, as specified herein. Service is furnished subject to the availability of suitable facilities as determined by the Company and subject to transmission, atmospheric and like conditions. By accepting Service from the Company, the Customer accepts these terms, conditions and rates as a binding agreement between the Customer and the Company.

(E) The Company offers Services where technically feasible within its incumbent local exchange carrier (“ILEC”) exchange boundaries in the state of Kansas. For purposes of interstate services, including permissively detariffed WBITS as is comprehended by the Services, the Company’s serving area is identified as a study area with a discrete SAC 411801.

**2. Symmetric Digital Subscriber Line Access Service**

(A) Our service is Symmetric Digital Subscriber Line (SDSL). SDSL enables data transfer using symmetric bandwidth speed in both the upload and download directions. SDSL Access Services provide transmission services over local exchange service facilities that can be used for simultaneous voice and data communications. Service is provided, where available, on a wholesale basis only to Telecommunications Service Providers (TSPs) and is not available on a retail basis for purchase by end user subscribers.

(B) Symmetric Digital Subscriber Line Access Service enables data traffic generated by a TSP to be transported to a DSL Access Service Connection Point using the Telephone Company’s local exchange service facilities. A DSL Access Service Connection Point is an interconnection point designated by the Telephone Company in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4. The DSL Access Service Connection Point aggregates SDSL Access Service data traffic from and to suitably equipped Telephone Company Serving Wire Centers (SWCs). The DSL Access Service Connection Point is located within the operating territory of the Telephone Company for connections to the TSP via Special Access Services or Ethernet Transport Service (ETS) provided under the Telephone Company’s Interstate Access Services Tariff.

(C) SDSL Access Service to an end user premises must be connected to the customer designated premises of a single TSP.

(D) SDSL Access Service is available as SDSL Voice-Data only. The SDSL Voice-Data option provides transmission of data signals using the Telephone Company’s existing local exchange service line at peak data transmission speeds of 30 Mbps upstream/30 Mbps downstream, 50 Mbps upstream/50 Mbps downstream, 100 Mbps upstream/100 Mbps downstream, or for greater speeds on an individual case basis. The SDSL Voice-Data option may be used for simultaneous voice and data communications.

Original Issued: July 1, 2016

Revised Issued: December 1, 2017

**MADISON TELEPHONE, LLC**  
**DIGITAL SUBSCRIBER LINE ACCESS SERVICES**  
**TERMS, CONDITIONS, AND RATES**

**3. Limitations**

(A) Where technically feasible, the Telephone Company will offer SDSL Access Service at the following maximum upstream (i.e., from the end user's equipment up to the DSL Access Service Connection Point) and downstream (i.e., from the DSL Access Service Connection Point down to the end user's equipment) speeds:

(1) 30 Mbps upstream/30 Mbps downstream in compliance with the requirements specified in industry accepted technical references.

(2) 50 Mbps upstream/50 Mbps downstream in compliance with the requirements specified in industry accepted technical references.

(3) 100 Mbps upstream/100 Mbps downstream in compliance with the requirements specified in industry accepted technical references.

(B) These peak speeds are not guaranteed by the Telephone Company due to factors that may affect the actual speeds delivered such as any capacity limitations in the TSP's network design.

(C) The Telephone Company does not provide customer premises equipment (CPE) in conjunction with the SDSL Access Service offering.

(D) SDSL Access Service may not be used in conjunction with multi- point Special Access Service configurations as described in of the Telephone Company's Interstate Access Services Tariff.

(E) Where technically feasible, SDSL Access Service will be furnished where suitable facilities exist as determined by the Telephone Company. The Telephone Company will identify its SDSL-equipped Serving Wire Centers and DSL Access Service Connection Point Serving Wire Centers in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4.

(F) SDSL Access Service will be provided over existing Telephone Company local exchange service facilities. When the TSP orders the SDSL Voice-Data option, the rates and regulations for SDSL Access Service to the TSP are in addition to any rates and regulations that apply to the end user for the associated local exchange service line provided under the terms and conditions in the Telephone Company's general and/or local exchange service tariffs. The Telephone Company will automatically disconnect the SDSL Access Service Voice-Data option when the associated local exchange service line is disconnected for any reason.

(G) Rates and regulations, as described in the Telephone Company's Interstate Access Services Tariff, for Special Access Services and Ethernet Transport Service will apply for the access service(s) provided between the TSP's customer designated premises and the DSL Access Service Connection Point.

**4. Undertaking of the Telephone Company**

(A) Where technically feasible, the Telephone Company will offer SDSL Access Service as described in Section 3, preceding. The Telephone Company will provide SDSL Access Service, at rates and charges as set forth in Section 14, as follows:

(1) The Telephone Company will determine if the associated local exchange service line or facilities are suitable for use with the SDSL Access Service option ordered by the TSP. Service will not be provided on lines that the Telephone Company determines are not suitable for SDSL Access Service or on lines that produce interference with other services provided by the Telephone Company.

(2) The Telephone Company, after determining if the facilities are suitable for SDSL Access Service, will notify the TSP if any additional CPE is necessary to support SDSL Access Service.

Original Issued: July 1, 2016

Revised Issued: December 1, 2017

**MADISON TELEPHONE, LLC**  
**DIGITAL SUBSCRIBER LINE ACCESS SERVICES**  
**TERMS, CONDITIONS, AND RATES**

(3) The Telephone Company will provision and maintain SDSL Access Service from the DSL Access Service Connection Point to the Point of Termination at the SDSL Access Service end user's premises.

(4) Title to all facilities provided by the Telephone Company under these terms and conditions remains with the Telephone Company.

**5. Liabilities of the Company**

(A) The entire liability of the Telephone Company for all claims of whatever nature arising out of the Telephone Company's provision of the services and not caused by the TSP's negligence, shall not exceed an amount equal to the proportionate fixed monthly charges to the TSP for the period of service during which any mistake, omission, interruption, delay, error or defection in the services of the Telephone Company's equipment or any other event of action giving rise to a claim occurs. In no event shall the Telephone Company be liable for special, punitive, consequential or incidental damages. The Telephone Company disclaims any express or implied warranties with respect to the services of company equipment, including without limitation, any implied warranties or merchantability and fitness for a particular purpose.

(B) The Telephone Company is not liable for any act of omission of any other company or companies furnishing a portion of the service. In addition, the Telephone Company shall not be liable for any damages or losses due to the failure or negligence of any TSP or due to the failure of CPE, TSP's facilities or TSP's services.

(C) The Telephone Company shall be indemnified and held harmless by the TSP against:

(1) Claims for libel, slander infringement of copyright or unauthorized use of a trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted over the Telephone Company's facilities.

(2) Claims for patent infringement arising from combining or connecting the Telephone Company's facilities with apparatus and systems of the customer.

(3) All other claims arising out of any act of omission of the TSP in connection with any service provided by the Telephone Company.

(D) The Telephone Company shall not be liable 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 Telephone 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.

**6. Obligations of the TSP**

(A) The TSP must place an Application for Service with the Telephone Company to initiate, cancel or change the Services provided pursuant to these terms, conditions and rates.

(B) The TSP is responsible for the payment of all charges for any and all services or facilities provided by the Telephone Company to the TSP.

(C) The Telephone Customer shall indemnify and save harmless the Telephone 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 TSP using the Telephone Company's services; and any other claim resulting from any act of omission of the TSP in the use of the Telephone Company's facilities

Original Issued: July 1, 2016

Revised Issued: December 1, 2017

**MADISON TELEPHONE, LLC**  
**DIGITAL SUBSCRIBER LINE ACCESS SERVICES**  
**TERMS, CONDITIONS, AND RATES**

(D) The TSP purchases SDSL Access Service for the purpose of combining these telecommunications services with its own information service(s) to create a new retail service for sale to its end user customer(s).

(E) The TSP is responsible for providing the Telephone Company with the necessary information to provision SDSL Access Service (e.g., end user name, telephone number and premises address; the TSP's billing name and address; and the end users Internet Protocol (IP) address).

(F) The TSP is responsible for providing and maintaining all required CPE, which is compatible with SDSL Access Service and complies with the applicable industry standard technical references.

(G) The TSP will deal directly with its end user customer(s) with respect to all matters pertaining to the service provided, including marketing, sales, ordering, installation, maintenance, trouble reporting, repair, billing and collections. The TSP will not direct its end users to contact the Telephone Company for any aspect of the service the TSP provides.

(H) The TSP will submit orders for SDSL Access Service to the Telephone Company in a format and manner designated by the Telephone Company.

(I) The TSP will obtain the appropriate authorization to allow the Telephone Company to provision SDSL Voice-Data Access Service over the end user's existing telephone exchange service line.

(J) The TSP shall reimburse the Telephone Company for damages to the Telephone Company's facilities caused by any negligence or willful act or acts on the part of the TSP.

(K) In the event a suit is brought by the Telephone Company, or an attorney is retained by the Telephone Company to collect any bill or enforce the terms of these terms, conditions and rates against a TSP, that TSP 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.

(L) The TSP understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:

- (1) Using the Service for any purpose which is in violation of any law.
- (2) Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
- (3) Using the Services in a manner that interferes unreasonably with the use of Service by one or more other TSPs.

**7. Billing and Payment**

(A) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the TSP. The Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period. Bills will be payable up the 10<sup>th</sup> of each month. Interest at the highest rate allowed by law may be applied in accordance with Telephone Company's standard credit policy to any unpaid amount commencing 30 days after the statement date.

(B) The Telephone Company may require the TSP to submit a deposit for services up to an amount equaling the installation charges, if applicable, and/or up to three (3) months actual or estimated charges for the services to be provided. In the case of a cash deposit, interest will be paid at the rate stated by the Kansas Commission Corporation for regulated services. Interest will be paid for the period which the deposit is held by the Telephone Company. If the TSP makes on time payments for 12 consecutive months, the deposit will be refunded to TSP.

Original Issued: July 1, 2016

Revised Issued: December 1, 2017

**MADISON TELEPHONE, LLC  
DIGITAL SUBSCRIBER LINE ACCESS SERVICES  
TERMS, CONDITIONS, AND RATES**

(C) In addition to payment for Services, the TSP must pay all taxes, fees, surcharges and other charges that the Telephone Company bills to the TSP related to services. All taxes and surcharges will be in the amounts that federal, state and local authorities require the Telephone Company to bill the TSP. The Telephone 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 Telephone Company or its billing agent.

(D) The services offered under these terms, conditions and rates are subject to the Federal Universal Service Contribution Factor ("FUSC") assessed by the Telephone Company at the current quarterly contribution factor established for the quarter by the FCC pursuant to See 47 C.F.R. § 54.709(a). The FUSC charge is assessed at the quarterly contribution factor in effect on the bill date for charges billed for Services. The FUSC owed by the TSP under the terms, conditions and rates shall be equal to the services billed multiplied by the current quarterly FUSC factor.

(E) The Telephone Company, at its option, may terminate service for nonpayment after written notice has been provided to the TSP for delinquency.

(F) The TSP shall give the Telephone Company prompt written notice of any disputed charges appearing on an invoice. After receiving notice of dispute, the Telephone Company shall take reasonable steps to resolve such dispute. The TSP shall pay all non-disputed charges while resolution of the disputed charges is pending.

(G) In the event that legal action is instituted by the Telephone Company to recover any sums due and Telephone Company prevails, the Telephone Company shall be entitled to recover its costs of collection, legal costs, court costs and reasonable attorney's fees, in addition to whatever relief the court may award.

**8. Interruption of Service**

(A) A credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Telephone Company. As used in these terms, conditions and rates, all equipment, facilities and/or services for which the Telephone Company renders a bill for payment are considered provided by the Telephone Company whether or not the equipment, facilities and/or service are owned and operated by the Telephone Company.

(B) The TSP shall notify the Telephone Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by TSP provided facilities.

(C) A credit allowance for failure of service or equipment starts when the TSP notifies the Telephone Company of the failure or when the Telephone Company becomes aware of the failure, and ceases when service has been restored and/or the equipment becomes operational.

(D) A credit will be allowed only for the disabled portions of the service or equipment.

(E) No credit will be allowed for:

- (1) Relinquishing facilities in order to perform routine maintenance.
- (2) No credit shall be allowed for an interruption of less than 24 hours.
- (3) Failure of service or equipment due to TSP or authorized user-provided facilities.
- (4) Failure of service or equipment due to negligence of willful act of the TSP or his authorized user.
- (5) Unauthorized use by agents, employees, or representatives of the TSP.

Original Issued: July 1, 2016

Revised Issued: December 1, 2017

**MADISON TELEPHONE, LLC  
DIGITAL SUBSCRIBER LINE ACCESS SERVICES  
TERMS, CONDITIONS, AND RATES**

**9. Termination of Service by Telephone Company**

(A) The Telephone Company, by written notice to the TSP, may immediately discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (1) Nonpayment of any sum due to the Telephone Company for service for more than 30 days beyond the date of rendition of the bill for such service;
- (2) A violation of any regulation governing the service under these terms, conditions and rates;
- (3) A violation of any law, rule or regulation of any government authority having jurisdiction over the service;
- (4) The Telephone Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

**10. Termination of Service by TSP**

(A) The TSP must provide 30 day notice to terminate their service. If the TSP is under a term contract or discount, then the Telephone Company will charge a termination fee for early termination of the contract. The fee will be equivalent one-half to the number of months left on the contract fulfillment times the normal monthly charges; or the waived installation fees, whichever is greater.

**11. Rate Regulations**

(A) The minimum period for which SDSL Access Service is provided to a TSP and for which charges are applicable is one month.

(B) A move involves a change in the physical location of the Point of Termination at the SDSL Access Service end user's 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) 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. There will be no change in the minimum period requirements.
- (2) When the moves is to a different building it will be treated as a discontinued and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The TSP will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

(C) When an end user temporarily suspends the local exchange service that is associated with an SDSL Voice-Data option, one half of the monthly SDSL Voice-Data Line Charge will be temporarily suspended for the time period the associated local exchange service is suspended.

(D) There are two types of rates and charges applicable to SDSL Access Service. These are monthly rates and nonrecurring charges.

- (1) The monthly rate for the SDSL Line Charge applies each month or fraction thereof for each SDSL Voice-Data line ordered by the TSP.
- (2) A nonrecurring charge applies for each SDSL Voice-Data line ordered by the TSP for the installation of SDSL Access Service. The nonrecurring installation charge will be waived for each new SDSL Voice-Data line ordered when the TSP commits to retain the SDSL line for a minimum period of 12 months following

Original Issued: July 1, 2016

Revised Issued: December 1, 2017

**MADISON TELEPHONE, LLC**  
**DIGITAL SUBSCRIBER LINE ACCESS SERVICES**  
**TERMS, CONDITIONS, AND RATES**

installation of service. If the SDSL Access Line is disconnected for any reason prior to the end of the 12-month minimum commitment period other than for:

- (a) a SDSL service conversion as described below, or
- (b) a discontinuance of service due to a fire, flood or other occurrence as described below;

the Telephone Company will bill the TSP a prorated amount equal to 1/12 of the waived nonrecurring charge for each full month remaining in the unsatisfied commitment period. For example, if the TSP discontinues service during the fourth month of its commitment period, the TSP would be billed an amount equal to 8/12ths of the previously waived nonrecurring charge.

(E) Except as otherwise specified in Section 11.(B)(1), below, changes to an existing SDSL Access Service will be treated as a discontinuance of the existing service and an installation of a new service. A nonrecurring installation charge will apply per SDSL Access Line for this work activity.

(F) SDSL service conversions includes any change of a speed level (for example from 30/30 to 50/50). When a TSP orders an SDSL service conversion but has not met its 12-month minimum commitment on the existing SDSL service, the Telephone Company will not bill the previously waived nonrecurring charge if the TSP commits to a new minimum 12-month period for the newly converted ADSL service.

(G) When a TSP disconnects its SDSL Access Service prior to the expiration of its 12-month minimum commitment as a result of a fire, flood or other occurrence, as described in Section 2.4.5 of the Telephone Company's Interstate Access Services Tariff, the Telephone Company will not bill the previously waived nonrecurring charge.

(H) The following administrative changes will be made without charge to the TSP:

- (1) Change of TSP premises address when the change of address is not a result of a physical relocation of equipment,
- (2) Change of the associated local exchange service line over which SDSL Voice-Data Access Service is provided when there is no physical relocation of the SDSL Access Service involved,
- (3) Change in billing data (name, address or contact name or telephone),
- (4) Change of billing account number,
- (5) Change of agency authorization that requires no changes to the Telephone Company's network,
- (6) Change in the SDSL Access Service end user's existing IP address when requested by the end user's TSP,
- (7) Change to limit the data speed delivered over the end user's existing SDSL Access Service line when requested by the end user's TSP,
- (8) Change of TSP contact name or telephone number, and
- (9) Change of jurisdiction.

(I) The nonrecurring installation charge will not apply to restore an SDSL Access Service that was temporarily suspended by the Telephone Company for non-payment of charges.

**MADISON TELEPHONE, LLC  
DIGITAL SUBSCRIBER LINE ACCESS SERVICES  
TERMS, CONDITIONS, AND RATES**

**12. WBITS Wholesale Pricing Plan**

(A) The Services offered under WBITS are provided at wholesale rates to the TSP under the conditions listed below.

(B) The TSP purchases WBITS ADSL Access Service for the purpose of combining these telecommunications services with its own information service(s) to create a new retail service for sale to its end user customer(s).

(C) In addition to the obligations previously specified in this document, the TSP assumes the following obligations:

(1) The TSP will deal directly with its end user TSPs with respect to all matters pertaining to the service provided, including marketing, sales, ordering, installation, maintenance, trouble reporting, repair, billing and collections. The TSP will not direct its end users to contact the Company for any aspect of the service the TSP provides.

(2) The TSP will submit orders for WBITS to the Company in a format and manner designated by the Company.

(3) The TSP will obtain the appropriate authorization to allow the Company to provision WBITS ADSL Voice-Data Access Service over the TSP's end user's existing telephone exchange service line.

(4) Services provided under the WBITS are available under a WBITS Monthly Plan at the rates and charges specified in Section 14

(5) An Access Order Charge will not apply:

(a) To establish a new WBITS Monthly Plan, WBITS Term Plan or WBITS Volume Pricing Plan.

(b) To change an existing WBITS Term Plan or WBITS Volume Pricing Plan.

(c) To convert from an existing WBITS Monthly Plan to a WBITS Term Plan and vice versa.

(d) To terminate an existing WBITS Monthly Plan, WBITS Term Plan, or WBITS Volume Pricing Plan.

(D) A monthly charge applies for each WBITS ADSL Access Service line as specified in section 14. A nonrecurring charge applies for the installation of each WBITS ADSL Access Service line unless waived per the terms in section 11.

**13. Rate Plan Descriptions**

(A) Volume Pricing Plan Description

(1) The DSL Volume Pricing Plan (DSL VPP) is an optional pricing plan that provides the TSP with a discount applied against the monthly SDSL Line Charges for all of its in-service lines in the Telephone Company's study area. The amount of the DSL VPP discount applied is based on the level of the monthly volume commitment selected by the TSP. The DSL VPP discount does not apply to any rate elements other than the monthly recurring SDSL Line Charges.

(2) The TSP will select its monthly volume commitment level based on its projected number of monthly in-service SDSL Access Service lines within the Telephone Company's study area. Available DSL VPP commitment levels and associated discounts are specified in Section 14. The TSP may order the DSL VPP at any time. The DSL VPP monthly commitment and discount applies until the DSL VPP is terminated by the TSP.

(3) Each month on the bill date, the Telephone Company will determine if the TSP achieved its monthly volume commitment level of in-service SDSL Access Service lines. In any month in which the monthly

Original Issued: July 1, 2016

Revised Issued: December 1, 2017



**MADISON TELEPHONE, LLC**  
**DIGITAL SUBSCRIBER LINE ACCESS SERVICES**  
**TERMS, CONDITIONS, AND RATES**

volume commitment was not met, the Telephone Company will bill the TSP a DSL VPP shortfall charge of \$10.00 per line for each line below its volume commitment level. The following example illustrates the application of the shortfall charge for a TSP that selected a monthly volume commitment level of 500 lines. If on the bill date, the TSP had achieved only a total of 475 in-service lines, the Telephone Company would assess a shortfall charge of \$250.00 (25 lines x \$10.00 per line). The shortfall charge would be in addition to the applicable discounted billing for the 475 in-service lines.

(4) Upon providing thirty (30) days written notice to the Telephone Company, a TSP with an existing DSL VPP will be permitted to increase the existing volume commitment when it establishes a new higher volume commitment level. The DSL VPP discount associated with the higher level of commitment will apply on a prospective basis.

(5) Upon providing thirty (30) days written notice to the Telephone Company, a TSP with an existing DSL VPP will be permitted to terminate its existing volume commitment on a prospective basis as described herein.

(6) When the TSP elects to terminate its existing DSL VPP for any reason, it will be prohibited from establishing a new DSL VPP commitment with the Telephone Company within the ninety (90) days following such termination. During this 90-day period, the TSP will not be eligible for any DSL VPP discounts. Downgrades from a higher volume commitment level to a lower volume commitment level are treated as terminations subject to the provisions in this paragraph. Terminations of an individual WBITS ADSL Access Service line does not constitute termination of the WBITS plan.

**(B) Term Pricing Plan Description**

(1) The Term Pricing Plan provides the TSP with reduced rates based on the length of the TSP's term commitment. The Term Pricing Plan is available for a term length of five (5) years. When the TSP subscribes to the five (5) year Term Pricing Plan, all in-service and subsequently installed SDSL will be billed at reduced rates for the length of the term commitment.

(2) At the end of the Term Pricing Plan commitment term, the TSP may elect a new Term Pricing Plan commitment, convert to non-discounted rates, or discontinue service. If the TSP does not make an election by the end of the Term Pricing Plan, the in-effect Term Pricing Plan will be automatically renewed with the same term commitment.

(3) If the TSP elects to terminate its Term Pricing Plan prior to the end of the commitment period, a termination liability charge will apply. For each Term Pricing Plan terminated prior to the end of the commitment period, the Telephone Company will charge an amount equal to the difference what charges would have been without the Term Pricing Plan discounted rates and what was actually billed at discounted rates under the Term Pricing Plan.

**(C) Individual Case Basis ("ICB") Offerings**

(1) Specialized service or arrangements may be provided by the Telephone Company, at the request of a TSP, on an Individual Case Basis (ICB) if such service or arrangements meet the following criteria:

- (a) The requested service or arrangements are not offered under other sections of these terms, conditions and rates.
- (b) The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnishing its other services.
- (c) The requested service or arrangements are compatible with other Telephone Company services, facilities, and its engineering and maintenance practices.
- (d) This offering is subject to the availability of the necessary Telephone Company personnel and

Original Issued: July 1, 2016

Revised Issued: December 1, 2017

**MADISON TELEPHONE, LLC  
DIGITAL SUBSCRIBER LINE ACCESS SERVICES  
TERMS, CONDITIONS, AND RATES**

capital resources.

(2) All rates and charges and additional regulations if applicable, for specialized service or arrangements are provided on an ICB.

**14. Rates and Charges**

<u>SDSL Line Charge</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Voice-Data Option		
30 Mbps / 30 Mbps	\$18.36	\$100.00
50 Mbps / 50 Mbps	\$21.40	\$100.00
100 Mbps / 100 Mbps	\$26.33	\$100.00
Speeds > 100 Mbps	ICB	ICB
<u>Volume Pricing Price</u>		
<u>Monthly Volume Commitment Level</u>	<u>Monthly Discount</u>	
250 Lines	10%	
500 Lines	15%	
>1,000 Lines	20%	
<u>Term Pricing Plan Discount</u>		
5 Year Term	35%	