

**Frontier Communications  
DSL Informational Price List**

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**APPLICATION OF PRICE LIST**

This Digital Subscriber Line (DSL) Informational Price List (DIPL) contains the rates terms and conditions applicable to the provision of services described herein by the participating carriers, hereinafter referred to as Carrier, Company or Frontier.

The following carriers participate in this DIPL:

<u>Carrier</u>	<u>Effective Date of Participation</u>
Frontier Communications of Georgia, LLC ("FC Georgia")	February 1, 2006
Frontier Communications – St. Croix, LLC ("FC St. Croix")	April 1, 2006

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## **SECTION 1 – RULES AND REGULATIONS**

### **General Regulations**

Contained herein are specific service descriptions and rates for the Company's DSL services.

The Carrier is an Incumbent Local Exchange Carrier (ILEC). The DSL service provided under this DIPL is the transport component of wireline broadband Internet access service, as defined in the Federal Communications Commission's *Report and Order* in CC Docket Nos. 02-33 and 01-337 released September 23, 2005, FCC 05-150 ("*Broadband Internet Order*"). This DIPL is intended to comply with the requirements for permissive detariffing of the transmission component of wireline broadband Internet access service as set forth in ¶190 of the *Broadband Internet Order*.

### **Limitations of Service**

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this DIPL. The Carrier reserves the right not to provide service where the necessary facilities or equipment are not available.

The Carrier reserves the right to discontinue or suspend furnishing service, without written notice, when necessitated by conditions beyond its control, when the customer is using the service in violation of the provisions of this DIPL or in violation of the law, or the network is or could be placed in peril by customer's use.

Title to all facilities provided by the Carrier under these regulations remains with the Carrier.

### **Basic Terms and Conditions of Service**

Service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective, and continues to be provided until canceled, by the customer.

Service is offered on a monthly basis.

For the purpose of computing charges in this tariff, a month is considered to have 30 days.

### **Payment and Billing**

The Carrier shall bill on a current basis all charges incurred by and credits due to the Customer. The Carrier shall bill in advance charges for all services to be provided during the ensuing billing period.

Bills will be payable upon receipt. Interest at the rate of 1.5% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law) may be applied in accordance with Carrier's standard credit policy to any unpaid amount commencing 20 days after the statement date.

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**SECTION 1 - RULES AND REGULATIONS**

Payment and Billing (Cont'd)

Carrier may require customer to submit a formal credit application. Applicants for service or customers whose financial condition is not acceptable to the Carrier or is not known to the Carrier, may be required at any time to make a deposit up to an amount equaling the installation charges, if applicable and/or up to three months actual or estimated charges for the services to be provided. Carrier may also require customers to provide other assurances of payment through the use of credit cards, bank accounts, debits or similar means. In the case of a cash deposit, interest at the rate paid in that locality for escrow accounts, not to exceed 6% simple interest, will be paid for the period during which the deposit is held by the carrier. At the Carrier's option, such deposit may be refunded or credited to the customer at any time prior to termination of service.

For the purpose of billing, the start of service is the day of acceptance by the customer of the Carrier's service. The end of service is the last day after receipt by the Carrier of notification of discontinuance.

The Carrier, at its option, may terminate service for nonpayment after written notification has been made to the customer of delinquency.

A reasonable handling charge, not less than \$10.00, will be assessed for all checks returned by the drawee bank for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank.

The customer shall give the Carrier prompt written notice of any disputed charges appearing on an invoice. After receiving notice of a dispute, the Carrier shall take reasonable steps to resolve such disputes. The customer shall pay all non-disputed charges while resolution of the disputed charges is pending.

In the event that legal action is instituted by Carrier to recover any sums then due and Carrier prevails, Carrier shall be entitled to recover its costs of collection, legal costs, court costs and reasonable attorneys' fees, in addition to whatever other relief the court may award. Any sums then due shall earn interest at the rate of one and one-half (1-1/2%) percent simple interest per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law), from the date these sums were accrued until the entire debt is paid in full.

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**SECTION 1 - RULES AND REGULATIONS**

Liability

The entire liability of the Company for all claims of whatever nature arising out of the Company's provision of the services and not caused by the customer's negligence, shall not exceed an amount equal to the proportionate fixed monthly charges to the customer for the period of service during which any mistake, omission, interruption, delay, error or defect in the services of the Company's equipment or any other event of action giving rise to a claim, occurs. The Company's liability for its willful misconduct, if any, is not limited by its DIPL. In no event shall the Company be liable for special, punitive, consequential or incidental damages. The 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.

The Company is not liable for any act of omission of any other company or companies furnishing a portion of the service.

The Company shall be indemnified and held harmless by the customer against:

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

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

All other claims arising out of any act of omission of the customer in connection with any service provided by the Company.

The Company shall not be liable for and the customer indemnifies and hold the Company harmless from any and all loss, claims, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of any person, or persons, and for any loss, damages, defacement or destruction of the premises of the customer of any other property, whether owned by the customer or others, of for any incidental, special or consequential damages including interruption to business, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment provided by the Company or wiring provided by the Company where such installation, operation, failure to operate, maintenance, condition. location or use is not the direct result of the Company's intentional acts. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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**SECTION 1 - RULES AND REGULATIONS**

Interruption of Service

Credit allowance for interruptions of service which are not due to the Carrier's testing or adjusting, or due to the negligence of the customer, or to the failure of channels, equipment and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify the Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the subscriber, not within his control, or is not in the wiring or equipment connected to the terminal of the Carrier.

Discontinuance by Carrier

The Carrier, by written notice to the customer, may immediately discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

Nonpayment of any sum due to the Carrier for service for more than 30 days beyond the date of rendition of the bill for such service;

A violation of any regulation governing the service under this DIPL;

A violation of any law, rule or regulation of any government authority having jurisdiction over the service;

The Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

Cancellation by Customer

Service will be provided until canceled by the customer. If a customer orders service and then cancels his order before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon, in writing, by the customer and the Carrier, a charge will be made to the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Carrier and not fully reimbursed by any assessed installation, minimum, and monthly charges (including those for the minimum service period). If, based on such an order, any construction has either begun or been completed, and no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

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**SECTION 1 - RULES AND REGULATIONS**

Inspection, Testing and Adjustment

Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this DIPL are being complied with in the installation, operation or maintenance of the customer's or the Carrier's equipment. The Carrier may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements except as provided below.

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

Change in Service Agreement

When a change in service arrangement involves the continued use by the customer of circuits furnished by Carrier, installation charges do not apply to the circuits continued in use. The minimum service period for the circuits contained in use is determined from the date of the initial installation thereof.

Taxes and Surcharges

Customer will be billed for and is liable for payment of all applicable federal, state and local taxes, surcharges, utility, other assessments, taxes or fees including such amounts as Carrier may be authorized to pass through to the customer.

When utility or telecommunications assessments, gross receipts taxes, regulatory fees, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions upon the Company, the amounts of such taxes or fees may be billed to customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each customer's bill is determined by the services provided to and billed to a customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or the Company.

Credit Regulations

Pursuant to limitations set forth in Section 1 preceding, the following will apply:

Interruption of Service

No credit will be allowed for relinquishing facilities in order to perform routine maintenance.

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 Carrier. As used in this DIPL, all equipment, facilities and/or services for which the Carrier renders a bill for payment are considered provided by the Carrier whether or not the equipment, facilities and/or services are owned and operated by the Carrier.

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**SECTION 1 - RULES AND REGULATIONS**

Credit Regulations (Cont'd)

Interruption of Service (Cont'd)

No credit will be allowed:

For failure of service or equipment due to customer or authorized user-provided facilities.

For failure of service or equipment due to negligence or willful acts of the customer or his authorized user.

For unauthorized use by agents, employees, or representatives of the customer.

Credit allowance for failure of service or equipment starts when the customer notifies the Carrier of the failure or when the Carrier becomes aware of the failure, and ceases when service has been restored and/or the equipment becomes operational.

The customer shall notify the Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the customer-provided facilities.

Credit will be allowed only for disabled portions of the service or equipment.

The Carrier, at its option, may deny a customer request for credit in accordance with Carrier's standard credit policy against charges incurred for service provided by another carrier where notification of alleged inferior or inadequate service has not been received by Carrier's Customer Service Department within 24 hours of the occurrence. No credit will be allowed absent such notification.

Outage Credit

For the purposes of this tariff, all months contain 30 days. Service and equipment offered by the Carrier are on a 24-hour per day, seven days per week basis unless specifically stated otherwise.

For purposes of credit computations, every month shall be considered to have 720 hours.

No credit shall be allowed for an interruption of less than 2 hours.

The customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof.

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**SECTION 1 - RULES AND REGULATIONS**

Credit Regulations (Cont'd)

Cancellation Credit

Where the Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

When a customer or the carrier cancels a service or feature associated with a service (for example accounting codes), associated monthly recurring charges previously billed will not be refunded or prorated for any unused portion of the current billing period.

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**SECTION 2 – SERVICE DESCRIPTIONS**

Digital Subscriber Line Access Services

Digital Subscriber Line 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, between customer designated premises and designated Company Serving Wire Centers.

Asymmetric Digital Subscriber Line Access Service

General

Asymmetric Digital Subscriber Line (ADSL) Access Service enables data traffic generated by a customer provided modem to be transported to a DSL Access Service Connection Point using the Company's local exchange service facilities. A DSL Access Service Connection Point is an interconnection point designated by the Company that aggregates data traffic from and to Company ADSL equipped Serving Wire Centers (SWCs). The DSL Access Service Connection Point may be located within the operating territory of the Company or, in the operating territory of another Company for connections to special access frame relay access services, provided both telephone companies agree to such an arrangement.

When both the ADSL-equipped SWC and its associated DSL Access Service Connection Point are located within the Company's operating territory, the customer's ADSL Access Service must be connected to a single internet service provider's (ISP's) customer designated premises using the Telephone Company's Special Access Services.

When the ADSL-equipped SWC from which the Company provides DSL services is located within the Company's operating territory and its associated DSL Access Service Connection Point is located in the operating territory of another Company, the customer's ADSL Access Service must be connected to a single ISP's customer designated premises using the special access or equivalent service offered by the other company.

ADSL Access Service is available as two service options, i.e., ADSL Voice-Data and ADSL Data-Only.

- (A) The ADSL Voice-Data option provides transmission of data signals at peak data transmission speeds of 512 kbps upstream and 1.544 Mbps downstream using the Company's existing local exchange service line. This option may be used for simultaneous voice and data communications.
- (B) The ADSL Data-Only option provides transmission of data signals at peak transmission speeds of 512 kbps upstream and 1.544 Mbps downstream using the Company's existing local exchange facilities. This option does not provide the ability to transmit voice communications.

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**SECTION 2 – SERVICE DESCRIPTIONS**

Asymmetric Digital Subscriber Line Access Service (Cont'd.)

Limitations

ADSL Access Service is available as two service options as described above. ADSL Access Service is provided at a maximum upstream speed of 512 kbps (i.e., from the customer's equipment up to the DSL Access Service Connection Point) and a maximum downstream speed of 1.544 Mbps (i.e., from the DSL Access Service Connection Point down to the customer's equipment). These peak speeds are not guaranteed by the Company due to factors that may affect the actual speeds delivered, including the ADSL Access Service customer's distance from the Company Serving Wire Center, condition of the existing local exchange service facilities, and any capacity limitations in the ISP's network design.

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

ADSL Access Service may not be used in conjunction with multi-point Special Access Service configurations. ADSL Access Service will be furnished where suitable facilities exist as determined by the Company.

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

Rates and regulations for Special Access Services, provided under the Company's interstate access tariff will apply for the access service(s) provided between the ISP's customer designated premises and the DSL Access Service Connection Point.

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**SECTION 2 – SERVICE DESCRIPTIONS**

Asymmetric Digital Subscriber Line Access Service (Cont'd.)

Undertaking of the Company

The Company will provide ADSL Access Service at rates and charges as set forth in Section 3 of this DIPL, as follows:

- (A) The Company will determine if the associated local exchange service line or facilities are suitable for use with the ADSL Access Service option ordered by the customer. Service will not be provided on lines that the Company determines are not suitable for ADSL Access Service or on lines that produce interference with other services provided by the Company.
- (B) The Company, after determining if the facilities are suitable for ADSL Access Service, will notify the customer if the customer's CPE is compatible with the equipment deployed in the Company's Serving Wire Center and, if any additional CPE is necessary to support ADSL Access Service.
- (C) The Company will provision and maintain ADSL Access Service from the DSL Access Service Connection Point to the Point of Termination at the ADSL Access Service customer's premises.

Obligations of the Customer

In addition to the regulations described in other sections of this DIPL, the following provisions apply to ADSL Access Service:

- (A) The customer is responsible for providing the Company with the necessary information to provision ADSL Access Service (e.g., customer name, telephone number and premises address; billing name and address when different from the customer name and premise address; its internet Protocol (IP) address; and the contact name and telephone number of the ISP with which the customer's ADSL Access Service will interconnect).
- (B) The customer is responsible for providing and maintaining all required customer provided equipment (CPE), which is compatible with ADSL Access Service.

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**SECTION 2 – SERVICE DESCRIPTIONS**

Asymmetric Digital Subscriber Line Access Service (Cont'd.)

Rate Regulations

This section contains the regulations governing the rates and charges that apply for ADSL Access Service. Regulations governing the rates and charges for the Special Access Services, used in conjunction with ADSL Access Service are as specified in the Company's interstate access tariff.

(A) Minimum Period

The minimum period for which ADSL Access Service is provided to a customer and for which charges are applicable is one month.

(B) Moves

A move involves a change in the physical location of the Point of Termination at the ADSL Access Service customer designated premises or of the ADSL Access Service customer designated premises. 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 for the service affected. Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply.

(C) Temporary Suspension of Service

When the associated local exchange service line over which the ADSL Voice-Data option is provided is temporarily suspended, the ADSL Access Service and one-half of the ADSL Line Charge monthly rate will be temporarily suspended for the time period that the associated local exchange service is suspended.

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**SECTION 2 – SERVICE DESCRIPTIONS**

Asymmetric Digital Subscriber Line Access Service (Cont'd.)

Rate Regulations (Cont'd.)

(D) Rate Categories

There are three types of rates and charges applicable to ADSL Access Service. These are a monthly recurring charge, a nonrecurring charge and a network reconfiguration charge.

The monthly recurring charge for the ADSL Line Charge applies each month or fraction thereof for each ADSL Voice-Data option and ADSL Data-Only option ordered by the customer.

A nonrecurring charge applies for each ADSL Voice-Data and ADSL Data-Only option ordered by the customer for the installation of ADSL Access Service. The nonrecurring charge will be waived for each new ADSL Voice-Data option and ADSL Data-Only option Access Line ordered when the customer commits to retain the ADSL Access Line for a minimum period of 12 months following installation of service. If the ADSL Access Line is disconnected for any reason prior to the end of the 12-month minimum commitment period other than for ADSL option conversions as described below, the Company will bill the customer an amount equal to the waived nonrecurring charge.

All changes to existing ADSL Access Service (e.g., a change of ISP and restoral of the ADSL Access Service following a disconnect for non-payment of charges and/or a disconnect of the associated local exchange service line for any reason), other than changes involving ADSL option conversions, DSL network reconfigurations and administrative activities, as described below, will be treated as a discontinuance of the existing service and an installation of a new service. A nonrecurring installation charge will apply per ADSL Access Service line for this work activity.

The Company will not bill the waived nonrecurring charge on an ADSL option conversion (i.e., replacing ADSL Voice-Data with ADSL Data-Only, or vice versa) when the customer provides the Company with 30 days notice of its intent to convert and commits to retain the new ADSL Access Service option for a new minimum 12-month period.

A DSL Network Reconfiguration Charge applies when the ADSL Access Service customer's ISP requests the Company to modify the Company's network to: 1) accommodate a change in the ADSL Access Service customer's existing IP address or 2) limit the data speed delivered over the customer's existing ADSL Access Service line. This charge applies for each request per ADSL Access Service line. The Company will bill the DSL Network Reconfiguration Charge to the ADSL Access Service customer's ISP.

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**SECTION 2 – SERVICE DESCRIPTIONS**

Asymmetric Digital Subscriber Line Access Service (Cont'd.)

Rate Regulations (Cont'd.)

(D) Rate Categories (Cont'd.)

The following administrative changes will be made without charge to the customer:

- Change of customer premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address or contact name or telephone),
- Change of billing account number,
- Change of agency authorization that requires no changes to the Company's network,
- Change of customer contact name or telephone number, and
- Change of jurisdiction.

Rates and charges for ADSL Access Service are as set forth in Section 3, following.

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DSL Informational Price List**

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**SECTION 3 – RATES AND CHARGES**

<u>Rate Element</u>	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
<u>Rates at FC Georgia:</u>		
ADSL Line Charge		
- Per Voice-Data Option	\$29.77	\$95.00
- Per Data-Only Option	\$51.22	\$281.00
DSL Network Reconfiguration		
- Per DSL Access Service Line, per request	None	\$27.00
<u>Rates at FC St. Croix:</u>		
ADSL Line Charge		
- Per Voice-Data Option	\$29.77	\$95.00
- Per Data-Only Option	\$51.22	\$281.00
DSL Network Reconfiguration		
- Per DSL Access Service Line, per request	None	\$27.00