

General Service Agreement

For SureWest Telephone Digital Subscriber Line (DSL)
Service/Video Transport with
High-Speed Internet Access (WMVT) Service Customers

within the operating territory of

SUREWEST TELEPHONE

in the State of California

as provided herein.

**General Service Agreement for SureWest Telephone Digital Subscriber Line (DSL)
Service/Video Transport with High-Speed Internet Access (WMVT) Service
Customers**

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>Page Number</u>
Title	Title
Terms and Conditions	
<u>General Regulations</u>	
<u>Undertaking of the Telephone Company</u>	
1. Scope	1
2. Limitations	1
3. Liability	2
4. Service Maintenance	4
5. Changes and Substitutions	4
6. Refusal and Discontinuance of Service	4
7. Notification of Service-Affecting Activities	6
8. Coordination with Respect to Network Contingencies	6
<u>Use</u>	
1. Interference or Impairment	6
2. Unlawful and Abusive Use	7
<u>Obligations of the Customer</u>	
1. Damages	7
2. Ownership of Facilities and Theft	7
3. Equipment Space and Power	8
4. Availability for Testing	8
5. Design of Customer Services	8
6. References to the Telephone Company	8

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TABLE OF CONTENTS

<u>SUBJECT</u>	<u>Page Number</u>
<u>Obligations of the Customer (Cont'd)</u>	
7. Claims and Demands for Damages	8
8. Coordination with Respect to Network Contingencies	9
<u>Payment Arrangements and Credit Allowances</u>	
1. Payment of Rates, Charges and Deposits	9
2. Minimum Periods	13
3. Credit Allowance for Service Interruptions	13
4. Re-establishment of Service Following Fire, Flood or Other Occurrence	15
5. Title or Ownership Rights	15
<u>Digital Subscriber Line Services/Video Transport with High Speed Internet Packet Access</u>	
General	16
Service Description	16
Service Qualification	16
Service Provisioning	17
Responsibility of the Telephone Company	17
Responsibility of the Customer	17
Rate Regulations	18
<u>Rates and Charges</u>	
1. DSL/WMVT Service	22

General Service Agreement for SureWest Telephone Digital Subscriber Line (DSL) Service/Video Transport with High-Speed Internet Access (WMVT) Service Customers

Terms and Conditions

The Agreement – In this Agreement (“Agreement”), “end user” (when service is furnished by SureWest Telephone directly to an end-user customer), “customer,” “you” and “your” mean the customer of SureWest Telephone services defined below, and “SureWest,” “Telephone Company,” “Company,” “we” and “us” mean SureWest Telephone. BY ENROLLING IN, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE PRICES, CHARGES, TERMS AND/OR CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING SUREWEST AT 916-786-3232 OR 1-800-232-0203 FOR FURTHER DIRECTIONS.

“Service” or “Services” means: (1) the SureWest Telephone DSL or WMVT services you are subscribed to, use or pay for that SureWest Telephone provided to you under tariffs filed with the Federal Communications Commission as of May 8, 2006; and (2) any new or additional SureWest Telephone DSL or WMVT services that you subscribe to, use or pay for after May 8, 2006.

General Regulations

Undertaking of the Telephone Company

(1) Scope

- (A) The Telephone Company does not undertake to transmit messages under this Agreement.
- (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) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Agreement.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this Agreement.

(2) Limitations

(A) Assignment or Transfer of Services

The customer may assign or transfer the use of services provided under this Agreement only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

- (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceeding, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgement of the Telephone Company is required prior to such assignment or transfer. This acknowledgement shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this Agreement shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(B) Use and Restoration of Services

The use and restoration of services shall be in accordance with part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

General Regulations (Cont'd)

Undertaking of the Telephone Company (Cont'd)

(2) Limitations (Cont'd)

(C) Sequence of Provisioning

Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

The first-come, first-served sequence shall be based upon the received time and date recorded, by stamp or other notation, by the Telephone Company on customer orders. These orders must contain all the information as required for each respective service as delineated in other sections of this Agreement. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Telephone Company will attempt to seek such missing information or clarification on a verbal basis.

(3) Liability

(A) Limits of Liability

The Telephone Company's liability, if any, for its willful misconduct is not limited by this Agreement. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair, preemption or restoration of service, and subject to the provisions of (B) through (G) following, the Telephone Company's liability if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Agreement as a Credit Allowance for a Service Interruption.

(B) Acts or Omissions

The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(C) Damages to Customer Premises

The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

(D) Indemnification of the Telephone Company

(1) By the End User

The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this Agreement, involving:

General Regulations (Cont'd)

Undertaking of the Telephone Company (Cont'd)

(3) Liability (Cont'd)

(D) Indemnification of the Telephone Company (Cont'd)

(1) By the End User (Cont'd)

- (a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (b) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end users or customer or;
- (c) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this Agreement.

(2) By the Customer

The Telephone Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this Agreement, involving:

- (a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
- (b) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or customer or;
- (c) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this Agreement.

(E) Explosive Atmospheres

The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

(F) No License Granted

No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this Agreement. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Agreement and will indemnify such customer for any damages awarded based solely on such claims.

General Regulations (Cont'd)

Undertaking of the Telephone Company (Cont'd)

(3) Liability (Cont'd)

(G) Circumstances Beyond the Telephone Company's Control

The Telephone Company's failure to provide or maintain services under this Agreement shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption section as set forth following.

(4) Service Maintenance

The services provided under this Agreement shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

(5) Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operations of its business, substitute, change or rearrange any facilities used in providing service under this Agreement. Such actions may include, without limitation:

- substitution of different facilities,
- change of operating or maintenance characteristic of facilities, or
- change of operations or procedures of the Telephone Company.

If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification procedures.

(6) Refusal and Discontinuance of Service

(A) If a customer fails to comply with terms for Service Maintenance, Damages, Availability for Testing, Payment of Rates, Charges or Deposits, including any customer's failure to make payments on the date and times therein specified, the Telephone Company may, on thirty-(30-) calendar-days' written notice to the customer by Certified U.S. Mail, or overnight delivery to the person designated by that customer to receive such notices of noncompliance, take the following actions:

- refuse additional applications for service and/or refuse to complete any pending orders for service, and/or
- discontinue the provision of service to the customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

General Regulations (Cont'd)

Undertaking of the Telephone Company (Cont'd)

(6) Refusal and Discontinuance of Service (Cont'd)

(B) In addition to and not in limitation of the provisions in (A), above, if a customer fails to comply with terms regarding Payment of Rates, Charges and Deposits, including any payments to be made by customer on the dates and times therein specified, the Telephone Company may take the actions specified in (A), above, with regard to services provided hereunder to that customer on fifteen- (15-) calendar-days' written notice to the person designated by that customer to receive such notices of noncompliance, such notice period to start the day after the notice is sent by overnight delivery, if the customer has not complied with respect to amounts due in a subject bill or subject deposit request and either:

- (1) the Telephone Company has sent the subject bill to the customer within seven (7) business days of the bill date; or
- (2) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given ; or
- (3) the Telephone Company has sent the subject deposit request to the customer more than fifteen (15) business days before notice under this section is given.

In all other cases, the Telephone Company will give thirty- (30-) calendar-days' written notice pursuant to (A), above. The Telephone Company will maintain records sufficient to validate the date upon which a bill or deposit request was sent to the customer. Action specified in (A), above, will not be taken with regard to the subject bill or subject deposit request if the customer cures the noncompliance prior to the expiration of the fifteen- (15-) or thirty- (30-) day notice period, as applicable.

- (C) If notice is given by overnight delivery under (A) or (B), above, it shall be performed by a reputable overnight delivery service such as, or comparable to, the U.S. Postal Service Express Mail, United Parcel Service, or Federal Express.
- (D) The provisions in (A) and (B), above, shall not apply to charges that a customer does not pay based on the submission of a good faith dispute pursuant to the Billing Disputes section of this Agreement.
- (E) If a customer fails to comply with the Unlawful and Abusive Use section of this Agreement, the Telephone Company may, upon written request from a customer or another exchange carrier, terminate service to any subscriber or customer identified as having utilized service provided under this Agreement in the completion of abusive or unlawful communications. Service shall be terminated by the Telephone Company as provided for in its general and/or local exchange service tariffs.

In such instances when termination occurs, the Telephone Company shall be indemnified, defended and held harmless by any customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Telephone Company's actions in terminating such service, unless caused by the Telephone Company's negligence.

General Regulations (Cont'd)

Undertaking of the Telephone Company (Cont'd)

(6) Refusal and Discontinuance of Service (Cont'd)

- (F) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the customer fails to comply with the Interference or Impairment section of this Agreement, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Telephone Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in this Agreement is not applicable.
- (G) If the Telephone Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying customer without further notice.

(7) Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, the following:

- equipment or facilities additions,
- removals or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out.

Generally, such activities are not individual customer-service specific, but may affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

(8) Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

Use

(1) Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this Agreement shall not:

General Regulations (Cont'd)

Use (Cont'd)

(1) Interference or Impairment (Cont'd)

- interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or the public.

(2) Unlawful and Abusive Use

- (A) The service provided under this Agreement shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- (1) The use of the service of the Telephone Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- (2) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

Obligations of the Customer

(1) Damages

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide services under this Agreement caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

(2) Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this Agreement shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

General Regulations (Cont'd)

Obligations of the Customer (Cont'd)

(3) Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this Agreement at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing the Telephone Company facilities used to provide services.

(4) Availability for Testing

Access to facilities used to provide services under this Agreement shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in Credit Allowance for Service Interruptions following, no credit will be allowed for any interruptions involved during such tests and adjustments.

(5) Design of Customer Services

Subject to the provisions of the Changes and Substitutions section preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

(6) References to the Telephone Company

The customer may advise end users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

(7) Claims and Demands for Damages

(A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Agreement, any circuit, apparatus, system or method provided by the customer.

General Regulations (Cont'd)

Obligations of the Customer (Cont'd)

(7) Claims and Demands for Damages (Cont'd)

- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this Agreement including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or authorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Agreement; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- (C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act of omission of the customer in the course of using services provided under this Agreement.

(8) Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

Payment Arrangements and Credit Allowances

(1) Payment of Rates, Charges and Deposits

(A) Deposits

The Telephone Company will only require a customer that has a proven history of late payments to the Telephone Company or does not have established credit to make a deposit as a guarantee of the payment of rates and charges. Such deposit may be required prior to establishing a service or at any time after the provision of a service to the customer. For purposes of this section, a proven history of late payments is defined as two (2) or more occasions within the preceding twelve (12) months in which payment for undisputed charges was not received within three (3) business days following the payment due date, provided the outstanding undisputed amount of each such individual unpaid bill represented at least ten (10) percent of the total charges on that individual bill. The Telephone Company will provide notice via overnight delivery to the person designated by the customer to receive such notice of the requirement to pay a deposit. The customer will be required to make payment of such deposit prior to the provision of service in those cases where the customer has not established credit with the Telephone Company, or otherwise within fifteen (15) business days of such notice. Such notice period will start the day after the notice is sent by overnight delivery.

General Regulations (Cont'd)

Payment Arrangements and Credit Allowances (Cont'd)

(1) Payment of Rates, Charges and Deposits (Cont'd)

(A) Deposits (Cont'd)

No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. For new service(s) being established such deposit will not exceed the estimated rates and charges for a two-month period. For existing service(s) such deposit will not exceed the actual rates and charges for a two-month period associated with each individual bill that met the criteria for late payments specified above. 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 such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple interest at the rate of 7/12th's of 1 percent per month for each full month deposits are held, except no interest will be paid if service is temporarily or permanently discontinued for nonpayment of bills, or if deposit is held less than full-month increments.

The rate will be computed from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

(B) Bill Dates

The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this Agreement attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage.

The bill day (i.e., the billing date of a bill for a customer for service under this Agreement), the period of service each bill covers and the payment date will be as follows:

The Telephone Company will establish a bill day each month for each customer account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60-days' notice or initiated by the Telephone Company more than twice in any consecutive 12-month period.

General Regulations (Cont'd)

Payment Arrangements and Credit Allowances (Cont'd)

(1) Payment of Rates, Charges and Deposits (Cont'd)

(B) Bill Dates (Cont'd)

The bill will cover non-usage-sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage-sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in immediately available funds by the payment date, as set forth in (C) following. If payment is not received by the payment date, a late payment penalty will apply as set forth in (C) following.

(C) Payment Dates and Late Payments Penalties

- (1) All bills dated as set forth in (B) preceding for service provided to the customer by the Telephone Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the customer does not receive a bill at least 20 days prior to the 31-day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the customer the due date will be extended by the number of days the bill was delayed. Such request of the customer must be accompanied with proof of late bill receipt.

If the bill date falls on a Sunday or on a holiday that is observed on a Monday, the bill date shall be the first non-holiday day following such Sunday or holiday.

If the bill date falls on a Saturday or on a holiday that is observed on Tuesday, Wednesday, Thursday or Friday, the bill date shall be the last non-holiday day preceding such Saturday or holiday.

- (2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Telephone Company after the payment date as set forth in (1) preceding, or if a payment or any portion of a payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be 1.5% of the entire unpaid balance for each month or portion thereof that an outstanding balance remains. (Exemption to late payment charge: bills under \$20.00)

(D) Billing Disputes

- (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 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 specific items on the bill being disputed to permit the Telephone Company to investigate the merits of the dispute.

General Regulations (Cont'd)

Payment Arrangements and Credit Allowances (Cont'd)

(1) Payment of Rates, Charges and Deposits (Cont'd)

(D) Billing Disputes (Cont'd)

- (2) The date of the dispute shall be the date on which the customer furnishes the Telephone Company the account information required in (D) (1), above.
- (3) The date of resolution is the date the Telephone Company completes its investigation, provides written notice to the customer regarding the disposition of the claim, i.e., resolved in favor of the customer or resolved in favor of the Telephone Company, and credits the customer's account, if applicable.
- (4) In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (C) (2), above.
- (5) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute within ninety (90) days of the payment due date, penalty interest may be applicable.
 - (a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. This amount will apply from the date of the customer's payment through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be 1.5% of the overpayment for each month or portion thereof.
 - (b) If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable.
- (6) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute after ninety (90) days past the payment due date, penalty interest may be applicable.
 - (a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. This amount will apply from the date of the dispute through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be 1.5% of the overpayment for each month or portion thereof.
 - (b) If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable.

General Regulations (Cont'd)

Payment Arrangements and Credit Allowances (Cont'd)

(1) Payment of Rates, Charges and Deposits (Cont'd)

(E) Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this Agreement will be prorated to the number of days based on a thirty- (30-) day month. The Telephone Company will, upon request, furnish within thirty (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.

(F) Rounding of Charges

When a rate as set forth in this Agreement is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

(2) Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

(A) When a service with a one-month minimum period is discontinued prior to the expiration of the minimum period, a one-month charge will apply at the rate level in effect at the time service is discontinued.

(B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total non-recoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

(3) Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this Agreement. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative.

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be provided.

General Regulations (Cont'd)

Payment Arrangements and Credit Allowances (Cont'd)

(3) Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

Credit allowances are computed as follows:

- (1) No credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or Major Fraction Thereof that the interruption continues.
- (2) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (6) An interruption or a group of interruptions, resulting from a common cause, that would result in credit in an amount less than one dollar.

(D) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

General Regulations (Cont'd)

Payment Arrangements and Credit Allowances (Cont'd)

(4) Re-establishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.
- (4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

(5) Title or Ownership Rights

The payment of rates and charges by customers for the service offered under the provisions of this Agreement does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

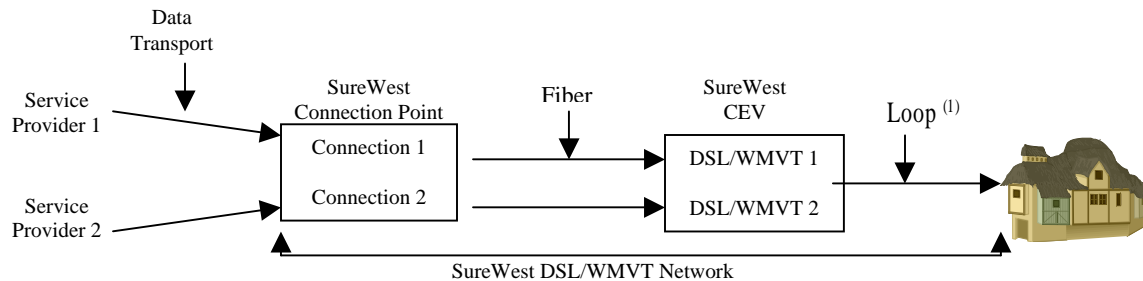
Digital Subscriber Line Services/Video Transport with High Speed Internet Packet Access

General

This section contains the rules and regulations pertaining to the provision of Digital Subscriber Line (DSL) Service or Wholesale Multicast Video Transport with High Speed Internet Packet Access (WMVT). DSL/WMVT provides high-speed transport over existing Telephone Company facilities that may also be used to provision dedicated or local exchange services. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of the Agreement.

Service Description

DSL/WMVT Service is an access data technology service offered at high speeds downstream and upstream. The speeds represent transmission speeds in kilobits and megabits to and from the Designated End-User Location (DEUL) to and from the Telephone Company's DSL/WMVT Connection Point. The Connection Point is the aggregation point designated by the Telephone Company for connecting multiple DSL or WMVT terminations via "Data Transport" to the Retail Provider's location. The DSL terminations interface with other network services supporting the DSL Service and may include, but are not limited to, Frame Relay, Asynchronous Transfer Mode (ATM), DS1 or DS3 facilities, depending on availability. The WMVT terminations interface with 1 Gigabit Ethernet and must be multicast compatible. Ethernet may be purchased from the Telephone Company at the applicable tariffed rates or may be provided by the Retail Provider itself or purchased from another provider. These rates are in addition to the rates for DSL/WMVT Service.



(1) The loop between the SureWest Controlled Environmental Vault ("CEV") and the End-User Premises would be connected to DSL/WMVT1 or DSL/WMVT2, depending on which Service Provider was providing DSL/video and data to that end-user premises.

Service Qualification

Service Access to the Telephone Company's DSL/WMVT Connection Point will be provided over a data transport service where facilities permit. The Telephone Company will qualify the DSL/WMVT Service between the DEUL and the DSL/WMVT Connection Point. DSL/WMVT service will be provided where qualified, capable and available facilities exist.

The purpose of qualification is to determine the availability and limitations of the Telephone Company's DSL/WMVT Connection Points and outside plant facilities. Service will only be provided to End-Users of the retail provider through local exchange or dedicated telephone services provided by the Telephone Company where facilities exist and technical capabilities permit. Dedicated facilities include those facilities dedicated solely to the provision of DSL/WMVT Service as described herein. The actual data rates depend on a number of factors, including, but not limited to 1) the cable distance from the DEUL; 2) the type of facility; and 3) the physical condition of the plant.

Digital Subscriber Line Services/Video Transport with High Speed Internet Packet Access (Cont'd)

Service Provisioning

DSL/WMVT Service is provisioned over existing Telephone Company facilities and may be purchased by a retail provider meeting the terms and conditions described herein.

WMVT will be provisioned on Telephone Company facilities able to provide a minimum of 4.2 Mbps downstream for a single video stream. Where WMVT Service is available and has the capability of providing greater than 4.2 Mbps downstream bandwidth, WMVT Service will provide a maximum of six (6) video streams and up to one (1) high-speed data stream capable of providing internet access at download speeds up to 20 Mbps and upload speeds up to 20 Mbps. The number of video streams and the capability of providing a high-speed data stream is dependent upon a number of factors, including but not limited to, available facilities, the type of facility, the cable distance from the DSLAM to the DEUL, the physical condition of the plant and the downstream bandwidth available to the DEUL. The bandwidth available for the video streams shall only be used for the provision of video programming services. WMVT Service cannot be provisioned over the same access line that is being provisioned with DSL.

For DSL/WMVT Service, a device will be installed at the DEUL to filter the DSL/WMVT frequency from the Telephone Company's switched or special access service facility. The designated switched or special access service, or dedicated facility will provide the connection from the DEUL to the DSL/WMVT Connection Point.

Responsibility of the Telephone Company

- (A) The Telephone Company will determine if the local exchange or dedicated service line is suitable for use with DSL/WMVT Service. DSL/WMVT Service will not be provided on lines that the Telephone Company determines are not suitable or on lines that produce interference with other services provided by the Telephone Company.
- (B) The Telephone Company will provision and maintain DSL/WMVT Service from the DSL/WMVT Connection Point to and including the Network Interface Device at the DEUL. The retail provider or its customer is responsible for providing compatible CPE and inside wire.
- (C) The Company reserves the right to temporarily interrupt DSL/WMVT Service for wire center maintenance, system-wide software updates, in emergency situations without prior notice, and as described previously in this Agreement.

Responsibility of the Customer

In addition to the regulations described in other sections of this Agreement, the following provisions apply to DSL/WMVT Service:

- (A) Local exchange or dedicated service purchased from the Telephone Company at the DEUL is required for the provisioning of DSL/WMVT. The Telephone Company will automatically disconnect DSL/WMVT Service when the associated local exchange or dedicated service is disconnected for any reason.
- (B) The retail provider is responsible for providing the Telephone Company with all necessary information to provision DSL/WMVT Service (i.e., the End-User subscriber name, telephone number, and premises address; the billing name and address; and the contact name.) The retail provider will also advise the Telephone Company if the line should be provisioned for DSL/Video and/or high speed internet access.

Digital Subscriber Line Services/Video Transport with High Speed Internet Packet Access (Cont'd)

Responsibility of the Customer (Cont'd)

- (C) Provisioning and maintenance of all necessary CPE and inside wiring is the responsibility of the retail provider and/or its end user.
- (D) A retail provider who purchases DSL/WMVT Service assumes the following obligations: The retail provider will submit orders to the Company, the retail provider will provision all CPE and inside wiring to its end users; the retail provider will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including installation, maintenance, and repair beyond the NID at the DEUL, billing and collections, marketing and ordering; and, the retail provider will not direct its end users to contact the Company regarding any aspect of the DSL/WMVT Service.
- (E) The retail provider will obtain the appropriate authorization to allow the Company's employees or agents to enter the DEUL during reasonable business hours for the purpose of installing, inspecting, repairing or removing the NID associated with the DSL/WMVT Service.
- (F) The retail provider is responsible for ordering compatible Data Transport to the retail provider's location to connect with DSL/WMVT at the Telephone Company's Connection Point. That Data Transport may be purchased from the Telephone Company at the applicable tariffed rates or may be provided by the Retail Provider itself or purchased from another provider. These rates are in addition to the rates for DSL/WMVT Service.
- (G) The Company shall have no control or right of control over the content of the video programming transported over WMVT. The Company shall not change the form or content of any information it transmits or transports under this Agreement.
- (H) The Company will not be liable for any theft of Customer's services or related losses.
- (I) In certain cases, DSL/WMVT service is provided over a non-metallic (fiber) facility to the premises served by the retail provider. In these cases the terminating equipment at the DEUL eliminates the need to install a modem device at the DEUL so that the retail provider's customer can receive their high-speed data stream service. Other compatible customer-provided equipment may need to be used for connecting the DEUL's device to the DSL/WMVT Service, and it is the responsibility of the retail provider to inform their customer of such equipment.

Rate Regulations

(A) Rate Elements

A monthly rate applies for the provision of DSL/WMVT Service.

A change charge will apply when the retail provider requests a line to be re-provisioned for the add or removal of video or high speed internet access capability, or for a change in data speed.

(B) Rate Application

- (1) DSL/WMVT is only offered under a two-year commitment, except for those services that have been grandfathered for existing customers as of May 9, 2006.
- (2) A recurring rate is charged for each service based on the commitment level as described in Rates.

Digital Subscriber Line Services/Video Transport with High Speed Internet Packet Access (Cont'd)

Rate Regulations (Cont'd)

(B) Rate Application (Cont'd)

- (3) A nonrecurring change charge applies for re-configuring a WMVT service to add or remove video or high-speed internet access capability, or for a change in data speed.
- (4) The Telephone Company may change the prices and charges for the Services from time to time. We may decrease prices without providing advance notice. Increases to the prices or charges for the Services are effective no sooner than fifteen days after we post them on our Web site at www.surw.com/regulatory/. Increases to charges that recover our costs associated with government programs are effective no sooner than three days after we post the increases on our Web site. The Company will provide further notices of increases to the prices and charges as follows:

For the DSL/WMVT Service, we will notify you of these increases by bill message or other notice.

Any notice the Telephone Company may give to a customer will be by written notice mailed to the customer's billing address or to such address as may be subsequently given by the customer to the Company.

Notices from a customer to the Company may be given verbally by the customer or any authorized agent or by written communications mailed to the Company's business office.

Bill inserts, bill annotations, and/or notices shall be sent to customers by standard mail.

(C) Volume Discount Plan (VDP)

(1) Description

The DSL/WMVT Volume Discount Plan (VDP) provides discounted rates based on commitments of minimum volumes. The VDP discount is based on all of a retail provider's DSL/WMVT Services subscribed. The retail provider must choose a commitment level as designated in the Rates section for DSL/WMVT. The minimum quantity of units from the commitment level subscribed to must be reached within 12 months of the first DSL/WMVT installation. This 12-month period is also referred to as the initial start-up period. At the end of the initial start-up period, if minimum volumes fall short, a shortfall liability will be applied as described in (C)(3) below. The initial startup period applies only once per retail provider and only to their initial VDP.

DSL/WMVT service is offered under the VDP at wholesale rates to retail providers. DSL/WMVT service is not a service that the Company provides at retail rates and, accordingly, is not subject to the rate provisions of Sections 251(c)(4) and 252(d)(3) of the Communications Act.

VDP is available for a term of 2 (two) years with varying commitment levels for the number of DSL/WMVTs.

Digital Subscriber Line Services/Video Transport with High Speed Internet Packet Access (Cont'd)

Rate Regulations (Cont'd)

(C) Volume Discount Plan (VDP) (Cont'd)

(1) Description (Cont'd)

The VDP begins on the service anniversary date defined as the in-service date for the VDP that designates the Commitment Level. Each contract runs 24 months from its service anniversary date. At expiration of a VDP, the retail provider may terminate DSL/WMVT service, select a new VDP plan or renew the rates in effect at the end of the expiring VDP.

VDP is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination ("Termination Liability") as described in (C)(3) and (4) below.

(2) Periodic Review

The Commitment Level is reviewed at the end of the initial startup period, and thereafter every month. A count is taken of all of the retail provider DSL/WMVTs in service as of the last day of the time period under review. Retail providers who do not meet the minimum quantity of in-service lines for their Commitment Level at the end of the initial start-up period or at the end of each month thereafter will be subject to the Shortfall Liability as described below.

If the retail provider adds additional DSL/WMVT Services and subscribes to VDP for these DSL/WMVT Services, the retail provider may terminate their VDP without incurring a termination liability, provided the VDP being subscribed is greater than the previously subscribed VDP. Terms and conditions for the new VDP would then apply. Downgrading a VDP during the term will result in termination liability charges.

(3) Shortfall Liability

Shortfall Liability applies to any VDP retail provider that fails to meet the minimum line volumes for its designated Commitment Level.

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

- (a) At the end of the initial start-up period, the Shortfall Liability will be based on the difference between the number of DSL/WMVTs at the end of the initial start-up period for the designated Commitment Level subscribed to by the retail provider and the total number of DSL/WMVTs that should have been reached and maintained by the end of the initial start-up period. The Shortfall Liability is calculated by taking the difference in DSL/WMVTs described above and multiplying it by the applicable Commitment Level's rate times the number of months in the initial start-up period.
- (b) After the initial start-up period, the Shortfall Liability will be assessed each month and will be based on the difference between the number of DSL/WMVTs subscribed to by the retail provider and the total number of DSL/WMVTs that should have been reached and maintained under the retail provider's designated Commitment Level, for each subsequent month of the VDP term. The Shortfall Liability is calculated by taking the difference in monthly DSL/WMVTs described above for each month the Commitment Level was not met within the VDP term and multiplying it by the applicable DSL/WMVT rate.

Digital Subscriber Line Services/Video Transport with High Speed Internet Packet Access (Cont'd)

Rate Regulations (Cont'd)

(C) Volume Discount Plan (VDP) (Cont'd)

(4) Termination Liability

If a retail provider elects to discontinue its VDP prior to the end of the commitment period, Termination Liability charges will apply.

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

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

(D) Temporary Suspension of Service

When the local exchange or dedicated service provided to the DEUL at which DSL/WMVT is provisioned is temporarily suspended for any reason, the DSL/WMVT Service will be temporarily suspended for the time period that the associated local exchange or dedicated service is suspended.

Rates and Charges

(1) DSL/WMVT Service*

(A) Grandfathered Services**

	Monthly Rate
(1) Downstream 384Kbps/Upstream 128Kbps	
- Monthly Plan	\$59.00
- One-Year Plan	34.00
- Two-Year Plan	15.00
(2) Downstream 1.5Mbps/Upstream 384Kbps	
- Monthly Plan	88.00
- One-Year Plan	76.00
- Two-Year Plan	15.00
(3) Downstream 256Kbps/Upstream 256Kbps	
- Monthly Plan	69.00
- One-Year Plan	49.00
(4) Downstream 768Kbps/Upstream 384Kbps	
- Monthly Plan	68.00
- One-Year Plan	53.00
- Two-Year Plan	15.00
(5) Downstream 512Kbps/Upstream 512Kbps	
- Monthly Plan	269.00
- One-Year Plan	239.00
(6) Downstream 704Kbps/Upstream 704Kbps	
- Monthly Plan	329.00
- One-Year Plan	299.00
(7) Downstream up-to 1.0Mbps (guaranteed 384Kbps)/Upstream 128Kbps	
- Monthly Plan	59.00
- One-Year Plan	34.00
(8) Downstream 128Kbps/Upstream 128Kbps	
- Monthly Plan	51.00
- One-Year Plan	26.00
- Two-Year Plan	15.00

* For each Service Option, the customer is guaranteed the downstream data speed provided as part of the Option between the DEUL and the DSL/WMVT Connection Point served by the Digital Subscriber Line Access Multiplexer (DSLAM). For Service Option 7, the guaranteed downstream speed between the DEUL and the DSL/WMVT Connection Point is 384Kbps. Actual data transfer or throughput may be lower than the sync rate due to Internet congestion, server or router speeds, protocol overheads and other factors which cannot be controlled by the Telephone Company.

** Grandfathered Services will continue to be offered to customers in existence as of May 9, 2006 until such time as the customer disconnects or moves. Grandfathered Services will not be available for new customers or for former customers that have disconnected or moved.

Rates and Charges (Cont'd)

(1) DSL/WMVT Service* (Cont'd)

(B) Volume Discount Plan (VDP) - Two-Year Term

	<u>Commitment Level-</u>	<u>1</u>	<u>2</u>	<u>3</u>
	Monthly rates at volume of-	<u>1-7,499</u>	<u>7,500-14,999</u>	<u>15,000+</u>
(1)	Downstream up-to 1.0Mbps (guaranteed 384Kbps)/Upstream 128Kbps	\$35.00	\$25.00	\$15.00
(2)	Downstream up-to 1.0Mbps (guaranteed 384Kbps)/Upstream 768Kbps	35.00	25.00	15.00
(3)	Downstream up-to 10.0 Mbps (guaranteed 384Kbps)/Upstream 768Kbps	35.00	25.00	15.00
(4)	Downstream up-to 50.0Mbps/Upstream up-to 50.0Mbps	45.00	35.00	25.00
(5)	Dedicated facility between DEUL and DSLAM solely used for DSL/WMVT Service (rate is in addition to DSL/WMVT Option rate)	34.00	24.00	14.00

Non-Recurring Charge

(C) Option Change

\$12.00

* For each Service Option, the customer is guaranteed the downstream data speed provided as part of the Option between the DEUL and the DSL/WMVT Connection Point served by the Digital Subscriber Line Access Multiplexer (DSLAM). For Service Option 1, 2, or 3, the guaranteed downstream speed between the DEUL and the DSL/WMVT Connection Point is 384Kbps. Actual data transfer or throughput may be lower than the sync rate due to Internet congestion, server or router speeds, protocol overheads and other factors which cannot be controlled by the Telephone Company.