

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Second Revised Title Sheet 1
Cancels First Revised Title Sheet 1

APPLICATION AND CARRIERS

Broadband Internet Access Transmission Services (also referred to as Digital Subscriber Line Services or DSL Services) provides transmission services over local exchange service facilities that can be used for simultaneous voice and data communications or for Consumer Broadband Only-Loop (CBOL) service. Broadband Internet Access Transmission Service is provided where available, between customer-designated premises and designated Telephone Company Serving Wire Centers.

A. Application

The following terms and conditions apply to the provision of Broadband Internet Access Transmission Services described herein by the participating carriers, herein referred to as Carrier or Company:

<u>Carrier</u>	<u>Effective Date of Participation</u>	
Blue Ridge Telephone Company, GA	July 1, 2006	
Bridgewater Telephone Company, MN	July 1, 2006	
Concord Telephone Exchange, Inc., TN	July 1, 2006	
Mid-Plains Telephone, LLC, WI	July 1, 2006	(T)
Nelson-Ball Ground Telephone Company, GA	July 1, 2006	
Waunakee Telephone Company, LLC, WI	July 1, 2006	(T)
Cobosseecontee Telephone Company, ME	June 30, 2007	
Island Telephone Company, ME	June 30, 2007	
Hampden Telephone Company, ME	June 30, 2007	
Hartland & St. Albans Telephone Company, ME	June 30, 2007	
Somerset Telephone Company, ME	June 30, 2007	
Warren Telephone Company, ME	June 30, 2007	
The West Penobscot Telephone & Telegraph Company, ME	June 30, 2007	(T)
Kearsarge Telephone Company, NH	June 30, 2007	
Merrimack County Telephone Company, NH	June 30, 2007	
Wilton Telephone Company, Inc., NH	June 30, 2007	(T)
Hollis Telephone Company Inc., NH	June 30, 2007	
Merrimack County Telephone Company, NH	June 30, 2007	(T)
Ludlow Telephone Company, VT	June 30, 2007	
Northfield Telephone Company, VT	June 30, 2007	
Perkinsville Telephone Company, Inc., VT	June 30, 2007	(T)
Deposit Telephone Company, Inc., NY	June 30, 2007	
Edwards Telephone Company, Inc., NY	June 30, 2007	
Oriskany Falls Telephone Corporation, NY	June 30, 2007	
Port Byron Telephone Company, NY	June 30, 2007	
Township Telephone Company, Inc., NY	June 30, 2007	
Vernon Telephone Company, Inc. NY	June 30, 2007	
Mahanoy & Mahantango Telephone Company, PA	June 30, 2007	
Sugar Valley Telephone Company, PA	June 30, 2007	

EFFECTIVE: July 27, 2017

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

First Revised Title Sheet 2
Cancels Original Title Sheet 2

APPLICATION AND CARRIERS

A. Application (Continued)

<u>Carrier</u>	<u>Effective Date of Participation</u>	
Amelia Telephone Corporation, VA	June 30, 2007	
Virginia Telephone Company, VA	June 30, 2007	
New Castle Telephone Company, VA	June 30, 2007	
Quincy Telephone Company, FL	June 30, 2007	
Camden Telephone & Telegraph Company, Inc., GA	June 30, 2007	(D)
		(D)
McClellanville Telephone Company, Inc., SC	June 30, 2007	
Norway Telephone Company, Inc., SC	June 30, 2007	
St. Stephen Telephone Company, SC	June 30, 2007	
Williston Telephone Company, SC	June 30, 2007	
Butler Telephone Company Inc., AL	June 30, 2007	
Oakman Telephone Co., Inc., AL	June 30, 2007	(T)
Peoples Telephone Company Inc., AL	June 30, 2007	
Leslie County Telephone Company, KY	June 30, 2007	
Lewisport Telephone Company Inc., KY	June 30, 2007	
Salem Telephone Company, KY	June 30, 2007	
Calhoun City Telephone Company, Inc., MS	June 30, 2007	
Southeast Mississippi Telephone Company, Inc., MS	June 30, 2007	(T)
Humphrey's County Telephone Company, TN	June 30, 2007	
Tennessee Telephone Company, TN	June 30, 2007	
Tellico Telephone Company, Incorporated, TN	June 30, 2007	(T)
Arcadia Telephone Company, OH	June 30, 2007	
Continental Telephone Company, OH	June 30, 2007	(T)
Little Miami Communications Corporation, OH	June 30, 2007	
Oakwood Telephone Company, OH	June 30, 2007	(T)
The Vanlue Telephone Company, OH	June 30, 2007	(T)
Chatham Telephone Company, MI	June 30, 2007	
Communications Corporation of Michigan, MI	June 30, 2007	
Shiawassee Telephone Company, MI	June 30, 2007	
Wolverine Telephone Company, MI	June 30, 2007	
Camden Telephone Company, Inc., IN	June 30, 2007	
Communications Corporation of Indiana, IN	June 30, 2007	
Home Telephone Company of Pittsboro, IN	June 30, 2007	
Home Telephone Company, Inc., IN	June 30, 2007	
Merchants & Farmers Telephone Company, IN	June 30, 2007	
Communications Corporation of Southern Indiana, IN	June 30, 2007	
Stockbridge & Sherwood Telephone Company, LLC, IN	June 30, 2007	(T)
Tipton Telephone Company, Inc., IN	June 30, 2007	
Tri-County Communications Corporation, IN	June 30, 2007	(T)
Badger Telecom, LLC, WI	June 30, 2007	(T)

EFFECTIVE: July 27, 2017

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Eighth Revised Title Sheet 3
Cancels Seventh Revised Title Sheet 3

APPLICATION AND CARRIERS

A. Application (Continued)

<u>Carrier</u>	<u>Effective Date of Participation</u>	
Black Earth Telephone Company, LLC, WI	June 30, 2007	(T)
Bonduel Telephone Company, LLC, WI	June 30, 2007	
Burlington, Brighton & Wheatland Telephone Company, LLC, WI	June 30, 2007	
Central State Telephone Company, LLC, WI	June 30, 2007	
Dickeyville Telephone Corporation, LLC, WI	June 30, 2007	
The Farmers Telephone Company, LLC, WI	June 30, 2007	
Midway Telephone Company, LLC, WI	June 30, 2007	
EastCoast Telecom of Wisconsin, LLC, WI	June 30, 2007	
Mt. Vernon Telephone Company, LLC, WI	June 30, 2007	
Grantland Telecom, LLC, WI	June 30, 2007	
Riverside Telecom, LLC, WI	June 30, 2007	
Scandinavia Telephone Company, LLC, WI	June 30, 2007	
Southeast Telephone Co. of Wisconsin, LLC, WI	June 30, 2007	
Stockbridge & Sherwood Telephone Company, LLC, WI	June 30, 2007	
Tenney Telephone Company, LLC, WI	June 30, 2007	
UTELCO, LLC, WI	June 30, 2007	(T)
Arvig Telephone Company, MN	June 30, 2007	
Mid State Telephone Company d/b/a K M P Telephone Company, MN	June 30, 2007	
Mid State Telephone Company, MN	June 30, 2007	
Winsted Telephone Company, MN	June 30, 2007	(D)
		(D)
Oklahoma Communication Systems, LLC, OK	June 30, 2007	(T)
Mid-America Telephone, LLC, OK	June 30, 2007	(T)
Southwestern Telephone Company, AZ	June 30, 2007	
Delta County Tele-Comm, Inc., CO	June 30, 2007	
Strasburg Telephone Company, CO	June 30, 2007	
Potlatch Telephone Company, ID	June 30, 2007	
Asotin Telephone Company, WA	June 30, 2007	
Lewis River Telephone Company, Inc., WA	June 30, 2007	
McDaniel Telephone Company, WA	June 30, 2007	(D)
Happy Valley Telephone Company, CA	June 30, 2007	
Myrtle Telephone Company, Inc., MS	July 2, 2007	(T)
Winterhaven Telephone Company, CA	December 20, 2007	(D)
Island Telephone Company, MI	February 15, 2008	(D)
Hornitos Telephone Co., CA	March 28, 2008	(T)
West Point Telephone Company, Incorporated, IN	July 1, 2008	(T)
Quincy Telephone Company, GA	September 5, 2008	
Mosinee Telephone Company, LLC, WI	December 4, 2008	(T)
Arizona Telephone Company, AZ	March 4, 2009	
The State Long Distance Telephone Company, LLC, WI	July 1, 2009	(T)

EFFECTIVE: July 27, 2017

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Original Title Sheet 4

APPLICATION AND CARRIERS

A. Application (Continued)

Carrier

Effective Date of Participation

Union Telephone Company, NH

July 1, 2010

(N)

EFFECTIVE: July 1, 2010

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

First Revised Sheet 1
Cancels Original Sheet 1

TABLE OF CONTENTS

	<u>Sheet</u>	
SECTION 1: RULES AND REGULATIONS		
1.1	1	General Regulations
1.2	1	Limitations of Service
1.3	1	Basic Terms and Conditions of Service
1.4	1	Billing and Payment
1.5	3	Liability
1.6	4	Interruption of Service
1.7	4	Discontinuance by Company
1.8	4	Cancellation by Customer
1.9	5	Inspection, Testing and Adjustment
1.10	5	Change of Service Arrangement
1.11	5	Taxes and Surcharges
1.12	6	Credit Regulations
SECTION 2: SERVICE DESCRIPTIONS		
2.1	1	Digital Subscriber Line Access Services
2.2	1	Asymmetric Digital Subscriber Line Access Service
2.3	8	DSL Term Plan
SECTION 3: RATES AND CHARGES		
3.1	1	DSL Access Service Basic Pricing Arrangement, ADSL Voice-Data
3.2	8	DSL Access Service Basic Pricing Arrangement, Consumer Broadband-Only Loop (CBOL)
		(C) (C)

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 1
First Revised Sheet 1
Cancels Original Sheet 1

RULES AND REGULATIONS

1.1 General Regulations

The Company is an Incumbent Local Exchange Carrier (ILEC). The service provided under these terms and conditions is the transport component of wireline broadband Internet access transmission 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") and WC Docket No. 10-90 released March 30, 2016 ("Universal Service Fund Rate-of-Return Reform Order"). These terms and conditions are intended to comply with the requirements for permissive detariffing of the transmission component of wireline broadband internet access service as set forth in these Orders.

(C)
(C)
(C)

1.2 Limitations of Service

Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of these terms and conditions. The Company reserves the right not to provide service where the necessary facilities or equipment are not available.

The Company 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 these terms and conditions or in violation of the law, or the network is or could be placed in peril by the customer's use.

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

1.3 Basic Terms and Conditions of Service

The minimum period for which service is provided to the customer and for which charges are applicable is one month.

Service is offered on a monthly basis.

For purposes of computing charges, a month is considered to have 30 days.

1.4 Billing and Payment

The Company shall bill on a current basis all charges incurred by and credits due to the customer. The Company 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 Company's standard credit policy to any unpaid amount commencing 30 days after the statement date.

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 1
Original Sheet 2

RULES AND REGULATIONS

1.4 Billing and Payment (Cont'd)

The Company may require the customer to submit a formal credit application. Applicant for service or customer whose financial condition is not acceptable to the Company or is not known to the Company 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 (3) months actual or estimated charges for the services to be provided. The Company may also require customer 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 which the deposit is held by the Company. At the Company's option, such deposit may be refunded or credited to the customer at any time prior to termination of service.

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

The Company, at its option, may terminate service for nonpayment after written notice has been provided to the customer for delinquency.

When payment for service is made by check, draft or other negotiable instrument, a reasonable handling charge of \$30.00 will be assessed for each time such item is returned unpaid to the Company for any reason except to the extent limited by law.

The customer shall give the Company prompt written notice of any disputed charges appearing on an invoice. After receiving notice of dispute, the Company shall take reasonable steps to resolve such dispute. 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 the Company to recover any sums due and Company prevails, the 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. Any sums then due shall earn interest at the rate of 1.5% 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.

RULES AND REGULATIONS

1.5 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 defection 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 these terms and conditions. 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:

- (A) 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 Company's facilities.
- (B) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the customer.
- (C) 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 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 or 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 agent or employees of other companies shall be deemed to be agents or employees of the Company.

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 1
Original Sheet 4

RULES AND REGULATIONS

1.6 Interruption of Service

Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, or due to 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 Company 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 End User subscriber, not within his control, or is not in the wiring or equipment connected to the terminal of the Company.

1.7 Discontinuance by Company

The Company, 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:

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

1.8 Cancellation by Customer

Service will be provided until canceled by the customer. If the customer orders service and then cancels the 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 Company, 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 Company and not fully reimbursed by any assessed installation, minimum, or 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.

RULES AND REGULATIONS

1.9 Inspection, Testing and Adjustment

Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of these terms and conditions are being complied with in the installation, operation or maintenance of the customer's or the Company's equipment. The Company 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 Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted from the time during which such tests and adjustments are made.

1.10 Change of Service Arrangement

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

1.11 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 the Company may be authorized to pass through to the customer.

When utility or telecommunications assessments, gross receipts taxes, regulatory fees, franchises fees, or privilege, 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 the Company.

RULES AND REGULATIONS

1.12 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 Company. As used in these terms and conditions, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or service are owned and operated by the Company.

No credit will be allowed for:

- (A) Failure of service or equipment due to customer or authorized user-provided facilities.
- (B) Failure of service or equipment due to negligence of willful act of the customer or his authorized user.
- (C) Unauthorized use by agents, employees, or representatives of the customer.

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

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

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

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

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 1
Original Sheet 7

RULES AND REGULATIONS

1.12 Credit Regulations (Cont'd)

Outage Credit

For the purposes of these terms and conditions, all months contain 30 days. Service and equipment offered by the Company are on a 24-hour per day, seven days a 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 recurring charge for the facilities affected for each period of 2 hours or major fraction thereof.

Cancellation Credit

Where the Company 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 by 1/360th 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 the customer or the Company cancels a service or feature associated with a service, associated monthly recurring charges previously billed will not be refunded or prorated for any unused portion of the current billing period.

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 2
First Revised Sheet 1
Cancels Original Sheet 1

SERVICE DESCRIPTIONS

2.1 Digital Subscriber Line Access Services

Digital Subscriber Line (DSL) Access Services provide transmission services over local exchange service facilities that can be used for simultaneous voice and data communications or for Consumer Broadband-Only (CBOL) service. Service is provided, where available, between the customer's End User designated premises and designated Company Serving Wire Center. The customer purchases DSL Access Service, as described following, for the purpose of combining these services with its own information service(s) to create a new retail service for sale to its end user customers.

(C)

2.2 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 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 provided both companies agree on 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 (ISP) using the Company's Ethernet Transport service provided under the Company's Interstate Access Service Tariff.

(C)

When both the ADSL-equipped SWC from which the Company provides DSL service is located within the Company's operating territory and its associated DSL Access Service Connection Point is located in the operating territory of another telephone company, the customer's ADSL Access Service must be connected to a single Internet Service Provider (ISP) using the Ethernet Transport service offered by the other company.

(C)

(C)

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 2
Second Revised Sheet 2
Cancels First Revised Sheet 2

SERVICE DESCRIPTIONS

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

General (Cont'd)

ADSL Access Service is available as two service options: ADSL Voice-Data and Consumer Broadband-Only Loop (CBOL). (C)

(A) The ADSL Voice-Data offering provides transmission of data signals at peak data transmission speeds using the Company's existing local exchange service line for simultaneous voice and data communications.

(B) The CBOL offering provides transmission of data signals at peak data transmission speeds using the Company's existing local exchange service line and does not provide the ability to transmit voice communications. (C)

Limitations

ADSL Access Service is available as two service options described above. ADSL Voice-Data has several maximum upstream/downstream speed offerings as provided for in Section 3. CBOL only has one speed offering as provided for in Section 3. Maximum upstream speed is from the End User customer's equipment to the DSL Access Connection Point and maximum downstream speed is from the DSL Access Service Connection Point to the End User customer's equipment. (C)

(C)
|
(C)

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 2
Fourth Revised Sheet 3
Cancels Third Revised Sheet 3

SERVICE DESCRIPTIONS

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

Limitations (Cont'd)

These peak speeds are not guaranteed by the Company due to factors that may affect the actual speed delivered, including but not limited to the ADSL Access Service End User customer's distance from the Company's SWC, condition of the existing local exchange service facilities, and any capacity limitations in the ISP's network design. ADSL Access Service with maximum download speed greater than 25.0 Mbps is only available where the end user customer premises is served by Fiber Optic Facilities (FTTH).

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 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 Ethernet Transport Access Service, 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.

(C)

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 2
Original Sheet 4

SERVICE DESCRIPTIONS

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

Undertaking of the Company

The Company will provide ADSL Access Service at rates and charges mutually agreed to by the ISP and the Company, as follows:

- (A) The Company will determine if the associated local exchange service line or facility is suitable for use with the ADSL Access Service option ordered by the customer. Service will not be provided on lines or facilities that the Company determines are not suitable for ADSL Access Service or on lines or facilities 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 SWC 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 End User customer premises.

SERVICE DESCRIPTIONS

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

Obligations of the Customer

In addition to the regulation described in other section of these terms and conditions, 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 premises 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 CPE, which is compatible with the ADSL Access Service.
- (C) The customer will deal directly with its end user customers with respect to all matters pertaining to the service provided, including marketing, sales, ordering, installation, maintenance, trouble reporting, repair, billing and collections. The customer will not direct its end users to contact the Company for any aspects of the service the customer provides.
- (D) The customer will submit orders for ADSL Access Service to the Company in a format and manner designated by the Company.
- (E) The customer will obtain the appropriate authorization to allow the Company to provision ADSL Voice-Data Access Service over the customer's end user's existing telephone exchange service line.

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 2
First Revised Sheet 6
Cancels Original Sheet 6

SERVICE DESCRIPTIONS

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

Rate Regulations

This section contains the regulations governing the rate and charges that apply for ADSL Access Service. Regulations governing the rates and charges for Ethernet Transport Access Service, used in conjunction with ADSL Access Service, are as specified in the Company's Interstate Access Service Tariff. (C)

(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 End User customer's designated premises or of the ADSL Access Service End User 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 Voice-Data Access Service and one-half of the ADSL Voice-Data Line Charge monthly rate will be temporarily suspended for the time period that the associated local exchange service is suspended.

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 2
First Revised Sheet 7
Cancels Original Sheet 7

SERVICE DESCRIPTIONS

2.2 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 rate, a nonrecurring charge and a network reconfiguration charge.

The monthly recurring rate for the ADSL Line Charge applies each month, or fraction thereof, for each ADSL Voice-Data option and CBOL option ordered by the customer. (C)

A nonrecurring charge applies for each ADSL Voice-Data option and CBOL option ordered by the customer for installation of ADSL Access Service. The non-recurring charge will be waived for each new ADSL Voice-Data option and CBOL option Access Line ordered by the customer 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. (C)

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

A DSL Network Reconfiguration Charge applies when the ADSL Access Service ISP customer requests the Company to modify the Company's network to: 1) accommodate a change in the ADSL Access Service End User's existing IP address or 2) limit the data speed delivered of the End User's existing ADSL Access Service line. The Company will bill the DSL Network Reconfiguration Charge to the requesting ISP.

All changes to existing ADSL Access Service (e.g., a change of ISP and restoral of the ADSL Access Service following 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.

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 2
First Revised Sheet 8
Cancels Original Sheet 8

SERVICE DESCRIPTIONS

2.2 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:

- 1) Change of customer address when the change of address is not a result of a physical relocation of equipment.
- 2) Change in billing data (name address or contact name of telephone).
- 3) Change in billing account number.
- 4) Change in agency authorization that requires no change to the Company's network.
- 5) Change of customer contact name or telephone number.
- 6) Change of jurisdiction.

2.3 ADSL Voice-Data Term Plan

(C)

Description

The ADSL Voice-Data Term Plan provides the customer with reduced rates based on the length of the customer's term commitment. The ADSL Voice-Data Term Plan is available for term lengths of one or three years. When the customer subscribes to a one or three year ADSL Voice-Data Term Plan, all in-service and subsequently installed ADSL Voice-Data will be billed at reduced rates for the length of the term commitment.

(C)

(C)

(C)

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

(C)

|

(C)

A customer may terminate a ADSL Voice-Data Term Plan commitment without the application of a termination liability when the customer replaces its original ADSL Voice-Data Term Plan commitment with a new ADSL Voice-Data Term Plan commitment provided the length of the new term commitment is equal to or greater than the original ADSL Voice-Data Term Plan commitment.

(C)

|

(C)

If the customer elects to terminate its ADSL Voice-Data Term Plan prior to the end of the commitment period for any reason other than described above, a termination liability charge will apply. For each ADSL Voice-Data Term Plan terminated prior to the end of the commitment period, the Company will bill the customer a charge equal to the difference what charges would have been without the ADSL Voice-Data Term Plan discounted rates and what was actually billed at discounted rates under the ADSL Voice-Data Term Plan.

(C)

(C)

|

(C)

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 2
First Revised Sheet 9
Cancels Original Sheet 9

SERVICE DESCRIPTIONS

- 2.3 ADSL Voice-Data Term Plan (Cont'd) (C)
- ADSL Voice-Data Volume Commitment Plan (C)
- The ADSL Voice-Data Volume Commitment Plan (VCP) provides the ADSL Voice-Data Term Plan customer with a discount applied against the monthly ADSL Voice-Data Line charges for lines which the customer made a ADSL Voice-Data Term Plan commitment. The amount of the ADSL Voice-Data VCP discount applied is based on the level of the monthly volume commitment selected by the ADSL Voice-Data Term Plan customer. The customer will select a monthly volume commitment level based on its projected number of monthly in-service ADSL Voice-Data Access Service lines within the Company's operating territory. The customer may request the ADSL Voice-Data VCP at the same time it establishes a ADSL Voice-Data Term Plan commitment or at any time during the term of an existing ADSL Voice-Data Term Plan. In both instances, the ADSL Voice-Data VCP discount and commitment apply during the ADSL Voice-Data Term Plan commitment period. (C)
- Each month on the bill date, the Company will determine if the ADSL Voice-Data Term Plan customer achieved its monthly volume commitment level of qualifying in-service ADSL Voice-Data lines. In any month in which the monthly volume commitment is not met, the Company will bill the customer a ADSL Voice-Data VCP shortfall charge of \$10.00 per line for each line below its volume commitment level. (C)
- Upon providing reasonable notice to the Company, a customer with an existing ADSL Voice-Data VCP may increase its existing volume commitment. (C)

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 3
Second Revised Sheet 1
Cancels First Revised Sheet 1

RATES AND CHARGES

3.1 DSL Access Service Basic Pricing Arrangement, ADSL Voice-Data (C)

Asymmetric Digital Subscriber Line Access Service:
Maximum 1 Mbps upstream, Maximum 6 Mbps downstream

ADSL Line Charge	Monthly Rate	Nonrecurring Charge	
- Per Voice Data Option	\$29.00	\$95.00	(C)

Term and Volume Commitment Plan Discounted Pricing (C)
Term Plan One Year Three Year

ADSL Line Charges	Monthly Rate	Monthly Rate	Nonrecurring Charge	
- No Monthly Volume Commitment				
- Per Voice-Data Option	\$17.95	\$12.75	\$95.00	(C)
- Monthly Volume Commitment Level: 500 DSL Lines				
- Per Voice-Data Option	\$16.15	\$11.70	\$95.00	(C)
- Monthly Volume Commitment Level: 2,500 DSL Lines				
- Per Voice-Data Option	\$14.85	\$10.65	\$95.00	(C)
- Monthly Volume Commitment Level: 5,000 DSL Lines				
- Per Voice-Data Option	\$13.75	\$9.75	\$95.00	(C)

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 3
First Revised Sheet 1.1
Cancels Original Sheet 1.1

RATES AND CHARGES

3.1 DSL Access Service Basic Pricing Arrangement, ADSL Voice-Data (Cont'd) (C)

Asymmetric Digital Subscriber Line Access Service:
Maximum 1 Mbps upstream, Maximum 10 Mbps downstream

ADSL Line Charge	Monthly Rate	Nonrecurring Charge	
- Per Voice Data Option	\$32.00	\$95.00	(C)

Term and Volume Commitment Plan Discounted Pricing (C)
Term Plan One Year Three Year

ADSL Line Charges	Monthly Rate	Monthly Rate	Nonrecurring Charge	
- No Monthly Volume Commitment				
- Per Voice-Data Option	\$20.95	\$15.75	\$95.00	(C)
- Monthly Volume Commitment Level: 500 DSL Lines				
- Per Voice-Data Option	\$19.15	\$14.70	\$95.00	(C)
- Monthly Volume Commitment Level: 2,500 DSL Lines				
- Per Voice-Data Option	\$17.85	\$13.65	\$95.00	(C)
- Monthly Volume Commitment Level: 5,000 DSL Lines				
- Per Voice-Data Option	\$16.75	\$12.75	\$95.00	(C)

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 3
Second Revised Sheet 2
Cancels First Revised Sheet 2

RATES AND CHARGES

3.1 DSL Access Service Basic Pricing Arrangement, ADSL Voice-Data (Cont'd) (C)

Asymmetric Digital Subscriber Line Access Service:
Maximum 2 Mbps upstream, Maximum 15 Mbps downstream

ADSL Line Charge	Monthly Rate	Nonrecurring Charge	(C)
- Per Voice Data Option	\$38.00	\$95.00	(C)

Term and Volume Commitment Plan Discounted Pricing (C)
Term Plan One Year Three Year

ADSL Line Charges	Monthly Rate	Monthly Rate	Nonrecurring Charge	(C)
- No Monthly Volume Commitment				
- Per Voice-Data Option	\$26.95	\$21.75	\$95.00	(C)
- Monthly Volume Commitment Level: 500 DSL Lines				
- Per Voice-Data Option	\$25.15	\$20.70	\$95.00	(C)
- Monthly Volume Commitment Level: 2,500 DSL Lines				
- Per Voice-Data Option	\$23.85	\$19.65	\$95.00	(C)
- Monthly Volume Commitment Level: 5,000 DSL Lines				
- Per Voice-Data Option	\$22.75	\$18.75	\$95.00	(C)

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 3
Second Revised Sheet 3
Cancels First Revised Sheet 3

RATES AND CHARGES

3.1 DSL Access Service Basic Pricing Arrangement, ADSL Voice-Data (Cont'd) (C)

Asymmetric Digital Subscriber Line Access Service:
Maximum 2 Mbps upstream, Maximum 30 Mbps downstream

ADSL Line Charge	Monthly Rate	Nonrecurring Charge	(C)
- Per Voice Data Option	\$48.50	\$95.00	(C)

Term and Volume Commitment Plan Discounted Pricing (C)

Term Plan	One Year	Three Year	(C)
-----------	----------	------------	-----

ADSL Line Charges	Monthly Rate	Monthly Rate	Nonrecurring Charge	(C)
- No Monthly Volume Commitment				
- Per Voice-Data Option	\$37.45	\$32.25	\$95.00	(C)
- Monthly Volume Commitment Level: 500 DSL Lines				
- Per Voice-Data Option	\$35.65	\$31.20	\$95.00	(C)
- Monthly Volume Commitment Level: 2,500 DSL Lines				
- Per Voice-Data Option	\$34.35	\$30.15	\$95.00	(C)
- Monthly Volume Commitment Level: 5,000 DSL Lines				
- Per Voice-Data Option	\$33.25	\$29.25	\$95.00	(C)

EFFECTIVE: January 3, 2017

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 3
Second Revised Sheet 4
Cancels First Revised Sheet 4

RATES AND CHARGES

3.1 DSL Access Service Basic Pricing Arrangement, ADSL Voice-Data (Cont'd) (C)

Asymmetric Digital Subscriber Line Access Service:
Maximum 2 Mbps upstream, Maximum 50 Mbps downstream

ADSL Line Charge	Monthly Rate	Nonrecurring Charge	
- Per Voice Data Option	\$63.50	\$95.00	(C)

Term and Volume Commitment Plan Discounted Pricing (C)
Term Plan One Year Three Year

ADSL Line Charges	Monthly Rate	Monthly Rate	Nonrecurring Charge	
- No Monthly Volume Commitment				
- Per Voice-Data Option	\$52.45	\$47.25	\$95.00	(C)
- Monthly Volume Commitment Level: 500 DSL Lines				
- Per Voice-Data Option	\$50.65	\$46.20	\$95.00	(C)
- Monthly Volume Commitment Level: 2,500 DSL Lines				
- Per Voice-Data Option	\$49.35	\$45.15	\$95.00	(C)
- Monthly Volume Commitment Level: 5,000 DSL Lines				
- Per Voice-Data Option	\$48.25	\$44.25	\$95.00	(C)

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 3
Second Revised Sheet 5
Cancels First Revised Sheet 5

RATES AND CHARGES

3.1 DSL Access Service Basic Pricing Arrangement, ADSL Voice-Data (Cont'd) (C)

Asymmetric Digital Subscriber Line Access Service:
Maximum 2 Mbps upstream, Maximum 75 Mbps downstream

ADSL Line Charge	Monthly Rate	Nonrecurring Charge	
- Per Voice Data Option	\$83.00	\$95.00	(C)

Term and Volume Commitment Plan Discounted Pricing (C)

Term Plan	One Year	Three Year	
-----------	----------	------------	--

ADSL Line Charges	Monthly Rate	Monthly Rate	Nonrecurring Charge	
- No Monthly Volume Commitment				
- Per Voice-Data Option	\$71.95	\$66.75	\$95.00	(C)
- Monthly Volume Commitment Level: 500 DSL Lines				
- Per Voice-Data Option	\$70.15	\$65.70	\$95.00	(C)
- Monthly Volume Commitment Level: 2,500 DSL Lines				
- Per Voice-Data Option	\$68.85	\$64.65	\$95.00	(C)
- Monthly Volume Commitment Level: 5,000 DSL Lines				
- Per Voice-Data Option	\$67.75	\$63.75	\$95.00	(C)

Network Reconfiguration		Nonrecurring Charge	(C)
- Per ADSL Voice-Data Service Line, per request		\$27.00	(C)

EFFECTIVE: January 3, 2017

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 3
First Revised Sheet 6
Cancels Original Sheet 6

RATES AND CHARGES

3.1 DSL Access Service Basic Pricing Arrangement, ADSL Voice-Data (Cont'd) (C)

Asymmetric Digital Subscriber Line Access Service:
Maximum 10 Mbps upstream, Maximum 25 Mbps downstream

ADSL Line Charge	Monthly Rate	Nonrecurring Charge	
- Per Voice Data Option	\$44.00	\$95.00	(C)

Term and Volume Commitment Plan Discounted Pricing (C)
Term Plan One Year Three Year

ADSL Line Charges	Monthly Rate	Monthly Rate	Nonrecurring Charge	
- No Monthly Volume Commitment				
- Per Voice-Data Option	\$32.95	\$27.75	\$95.00	(C)
- Monthly Volume Commitment Level: 500 DSL Lines				
- Per Voice-Data Option	\$31.15	\$26.70	\$95.00	(C)
- Monthly Volume Commitment Level: 2,500 DSL Lines				
- Per Voice-Data Option	\$29.85	\$26.65	\$95.00	(C)
- Monthly Volume Commitment Level: 5,000 DSL Lines				
- Per Voice-Data Option	\$28.75	\$24.75	\$95.00	(C)

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 3
First Revised Sheet 7
Cancels Original Sheet 7

RATES AND CHARGES

3.1 DSL Access Service Basic Pricing Arrangement, ADSL Voice-Data (Cont'd) (C)

Asymmetric Digital Subscriber Line Access Service:
Maximum 25 Mbps upstream, Maximum 50 Mbps downstream

ADSL Line Charge	Monthly Rate	Nonrecurring Charge	
- Per Voice Data Option	\$80.00	\$95.00	(C)

Term and Volume Commitment Plan Discounted Pricing (C)

Term Plan	One Year	Three Year	
-----------	----------	------------	--

ADSL Line Charges	Monthly Rate	Monthly Rate	Nonrecurring Charge	
- No Monthly Volume Commitment				
- Per Voice-Data Option	\$68.95	\$63.75	\$95.00	(C)
- Monthly Volume Commitment Level: 500 DSL Lines				
- Per Voice-Data Option	\$67.15	\$62.70	\$95.00	(C)
- Monthly Volume Commitment Level: 2,500 DSL Lines				
- Per Voice-Data Option	\$65.85	\$61.65	\$95.00	(C)
- Monthly Volume Commitment Level: 5,000 DSL Lines				
- Per Voice-Data Option	\$64.75	\$60.75	\$95.00	(C)

EFFECTIVE: January 3, 2017

BROADBAND INTERNET ACCESS TRANSMISSION SERVICE

TDS TELECOM, INC.

Section 3
Second Revised Sheet 8
Cancels First Revised Sheet 8

RATES AND CHARGES

3.2 DSL Access Service Basic Pricing Arrangement, Consumer Broadband-Only Loop (CBOL)

Asymmetric Digital Subscriber Line Access Service:
Maximum 3 Mbps upstream, Maximum 25 Mbps downstream

(C)

CBOL Line Charge	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
------------------	---------------------	----------------------------

Carrier

TDS Telecom – Participating Carriers*

\$59.95 (I)

\$281.00

(C)

(D)

(D)

Network Reconfiguration

Nonrecurring Charge

- Per CBOL Service Line, per request

\$65.00 (I)

* Carriers listed on Title Pages 1-4.

(C)