

**DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT  
SERVICE GUIDE**

**REGULATIONS, RATES, AND CHARGES**

**Applying to the Provision of DSL  
For Common Carrier Customers of  
Breda Telephone Corp.,  
Prairie Telephone Co., Inc.,  
And Westside Independent Telephone Co.**

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

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Effective: July 1, 2020

Jeff Roiland, CEO  
Breda Telephone Corp. and Subsidiaries  
112 East Main Street  
Breda, IA 51436

Breda, Iowa      Digital Subscriber Line Transport Service Guide

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Jeff Roiland, CEO  
Breda Telephone Corp. and Subsidiaries  
112 East Main Street  
Breda, IA 51436

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**EXPLANATION OF ABBREVIATIONS**

ADSL	-	Asymmetric Digital Subscriber Line Access Service
CO	-	Central Office
CDP	-	Customer Designated Premises
DSL	-	Digital Subscriber Line
DSLAM	-	Digital Subscriber Line Access Multiplexer
ETS	-	Ethernet Transport Service
ISP	-	Internet Service Provider
kbps	-	Kilobits per second
LAN	-	Local Area Network
Mbps	-	Megabits per second
MM-VCC	-	Multimedia Virtual Circuit Channel
NIC	-	Network Interface Card
NID	-	Network Interface Device
SDSL	-	Symmetric Digital Subscriber Line Access Service
SWC	-	Serving Wire Center
VPCP	-	Volume Pricing Commitment Plan

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1. General

1.1 Application of Tariff Rates, Terms and Conditions

1.1.1 This Tariff contains the rate, terms and conditions applicable to the Provision of Wireline Broadband Internet Transport Services (WBITS), hereinafter collectively or individually referred to as "Service", by Breda Telephone Corp. and its subsidiaries hereinafter referred to as the "Company."

1.1.2 Service is furnished subject to the jurisdiction of the Federal Communications Commission ("FCC") pursuant to Title II of the Communications Act of 1934, As Amended, (47 USC 201-276) on a common-carriage permissively detariffed basis available to Network Service Providers, as defined following, for connection to end user Customers.

1.1.3 The Company offers Service where technically feasible within its incumbent local exchange carrier (ILEC) exchange boundaries. The Company's serving areas are identified by Study Area Code (SAC) and FCC Filer I.D. as follows:

<u>Company Name</u>	<u>SAC</u>	<u>FCC Filer I.D.</u>
Breda Telephone Corp.	351112	809875
Prairie Telephone Co., Inc.	351344	811454
Westside Independent Telephone Co.	351100 / 351335	801666

1.1.4 As set forth in this Tariff the provision of such Service (by the Company) does not constitute a shared undertaking with the Customer for the furnishing of any service.

1.1.5 The Company may, from time to time, at its sole discretion modify the Rates, Terms and Conditions. Any modifications will become effective thirty (30) days after both mailing by United States Postal Service a copy of the revised Rates, Terms and Conditions to all Customers currently a party to an executed agreement as described in Section 2.5 following and posting of such revised Rates, Terms and Conditions on the Company's internet web site.

1.1.6 Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. By accepting Service from the Company, the Customer accepts these rates, terms and conditions as a binding agreement between the Customer and the Company.

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1. General (Continued)

1.2 Definitions

Certain terms used herein are defined as follows:

Company – Breda Telephone Corp. and its subsidiaries unless the context indicates otherwise.

Customer(s) - Any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff. As set forth herein, a Customer is responsible for the payment of charges and for compliance with all applicable terms of the regulations, rates and charges.

Customer Designated Premises - The premises specified by the Customer for the provision of Service.

Customer Provided Equipment - The terminal equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

Data-Only WBITS - When used in the context of WBITS refers to provision of Services over a line that does not also carry local exchange switched voice telephone service to the customer premises. Data-only WBITS is also commonly called "Naked DSL" or "Naked Broadband".

Digital Subscriber Line (DSL) Access Service Connection Point - A location designated by the Company that serves as an aggregation point for the collection of Company WBITS traffic from multiple Digital Subscriber Line Access Multiplexers.

Ethernet - A high speed networking technology utilizing a packet-based Ethernet protocol. Ethernet enables broadband multimedia traffic (i.e., voice, data and video) to be carried over the same network.

Incumbent Local Exchange Carrier - The same meaning as section 251(h) of the Communications Act, as Amended 47 U.S.C. 251(h)(1).

Internet Protocol (IP) - The protocol or industry standard method by which data is sent from one computer to another on the Internet.

Internet Service Provider (ISP) - An organization supplying access to the Internet.

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1. General (Continued)

1.2 Definitions (Continued)

National Exchange Carrier Association (NECA) Tariff F.C.C. No.5 - The interstate access tariff filed by NECA on behalf of members of NECA.

Network Service Providers – An organization supplying retail services to end user customers based on transmission of data through use of Internet Protocol (IP).

Rates, Terms and Conditions - This document in its entirety comprising the rates, terms, and conditions applicable to the provision of Service to Customer(s) by the Company.

Service - The offerings of the Company comprising of Wireline Broadband Internet Transport Service (WBITS).

Service Application - A standard order form which includes all necessary billing, technical, and other pertinent information which will enable the Company to provide the Service as required.

Wireline Broadband Internet Transport Service (WBITS) - An access data technology service that provides high-speed connections to the Company's end user Customers over existing local exchange service facilities for provision broadband services employing Internet Protocol (IP).

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2. Terms and Conditions

2.1 Undertaking of the Company

2.1.1 Scope

- (A) The Company does not undertake to transmit messages under this tariff.
- (B) The Company shall be responsible only for the installation, operation and maintenance of the Services it provides.
- (C) The Company will, for maintenance purposes, test its Service only to the extent necessary to detect and/or clear troubles.
- (D) The Company does not warrant that its facilities and Services meet standards other than those set forth in this tariff.

2.1.2 Limitations

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

2.2 Obligations of the Customer

- 2.2.1 The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customers improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company.
- 2.2.2 Damage to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer shall result in the Customer reimbursing the Company for the damages.

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2. Terms and Conditions (Continued)

2.2 Obligations of the Customer (Continued)

2.2.3 The Customer shall indemnify and hold harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer in the use of the Company's facilities.

2.2.4 In the event a suit is brought by the Company, or an attorney is retained by the Company to enforce the terms of the Rates, Terms and Conditions or collect any bill against a Customer that Customer shall be responsible for payment of all reasonable attorney's fees, Court costs, costs of investigation and any and all other related costs and Expenses incurred by the Company in connection therewith.

2.3 Liabilities of the Company

2.3.1 Except as stated in this Section 2.3, the Company shall have no liability or damages of any kind arising out of or related to events, acts, rights or privileges contemplated in the Rates, Terms and Conditions.

(A) The liability of the Company for damages shall not exceed an amount equal to the charges under the Rates, Terms and Conditions applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.

(B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

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2. Terms and Conditions (Continued)

2.3 Liabilities of the Company (Continued)

2.3.1 (Continued)

(C) The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with services; or (b) for the acts or omissions of other Common Carrier or warehousemen. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(A) Deposits

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

Such deposit will not exceed the estimated rates and charges for the service for a three (3) month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At the Company's option, as the provision of the service to the Customer is terminated, the amount of the deposit will be refunded or credited to the Customer's account and any credit balance which may remain will be refunded.

In case of a cash deposit, for the period the deposit is held by the Company, the Customer could receive interest. The interest will be accrued for the period during which the deposit is held by the Company. The amount of interest calculated will be at the Company's discretion and will be representative to the reasonable industry or economic interest-bearing situations.

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2. Terms and Conditions (Continued)

2.4     Payment of Rates, Charges and Deposits (Continued)

2.4.1   Payment of Rates, Charges and Deposits (Continued)

(A) Deposits (Continued)

A deposit does not relieve the Customer from making advance payments or from complying with the Company's regulations for the payment of bills in accordance with the terms herein and does not constitute a modification or waiver of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.

(B) Description of Payment and Billing Period

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

(C) Proration of Charges

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

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2. Terms and Conditions (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.1 Payment of Rates, Charges and Deposits (Continued)

(D) Payment Dates and Late Payment Penalties

- (1) Payment will be due as specified on the Customer bill. A late charge of up to the highest interest rate allowable by state law will be applied to all amounts past due.
- (2) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- (3) Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.4.1.D.1. Restoration of Service will be subject to all applicable installation charges.

(E) Taxes and Other Charges

In addition to payment for Services, the Customer must pay all taxes, fees, surcharges and other charges that the Company bills the Customer related to the service(s). Taxes, fees, and surcharges will be billed to the Customer in the amounts that the federal, state, and local authorities require the Company to charge. The Company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such charges shall be shown separately on the bill. The Customer is responsible for all other charges or payments (state, interstate, or local) made to the Company or any other entity associated with providing the service, or any other connections that may be required that do not fall within this tariff.

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2. Terms and Conditions (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.1 Payment of Rates, Charges and Deposits (Continued)

(F) Billing Disputes

- (1) A good faith dispute requires the Customer to provide a written claim to the 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 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 Company to investigate the merits of the dispute.
- (2) Customer must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time the Customer notifies the Company.
- (3) Customer may withhold the disputed portion of the bill pending resolution of the dispute, however all non-disputed charges on the bill must be paid by the bill due date indicated on that bill.
- (4) The Company will notify the Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify the Customer that all or a portion of the disputed amount is still owed. Within fifteen (15) days thereafter, the Customer is required to pay the amount due.
- (5) If Customer fails to pay this amount within the required time, the Customer account will be deemed past due and unpaid and the service will be subject to termination as described previously in this section. Any payments the Customer withholds pending resolution of the dispute may be subject to a late payment charge at the interest rate set in 2.4.1(D)(1) above and applied to past due amounts.

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2. Terms and Conditions (Continued)

2.4     Payment Arrangements and Credit Allowances (Continued)

2.4.2   Credit Allowance for Service Interruptions

- (A) Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. Credit allowances will also be allowed for any period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- (B) Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored.
- (C) The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer premises equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- (D) Only those portions of the Service or equipment operation disabled will be credited.
- (E) A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company. A credit allowance also will not be given for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.

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2. Terms and Conditions (Continued)

2.5     Executed Agreements

The Company and the Customer may execute an agreement (Agreement) setting forth, based on the Customer's application of service, the specific services available under the regulations, rates and charges that the Customer is ordering, the terms and volume commitments the Customer is establishing, and the type and volume of service the Customer is ordering. The Agreement shall incorporate by reference the regulations, rates and charges, which would be the current rates posted on the Company's website or delivered to the Customer via United States Postal Service.

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3. Digital Subscriber Line Service

3.1 General Regulations

DSL Services provide transmission services over local exchange service facilities that can be used for simultaneous voice and data communications. Service is provided, where available, between Customer Designated Premises (CDP) and designated Company central office (CO). DSL Services use proprietary equipment to provide high-speed capability (of 512 kbps upstream/1 Mbps downstream or higher, where technically feasible) digital internet access. The equipment consists of Digital Subscriber Line Access Multiplexer (DSLAM) located in the CO and the corresponding remote "modem" unit located at the Customer premises.

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

3.1.1.1 The ADSL Voice-Data option provides transmission of data signals using the Company's existing local exchange service line at peak data transmission speeds capable of 512 kbps upstream and 1 Mbps downstream or higher (where technically feasible), as determined by the Company and adjusted from time-to-time. Voice-Data option may be used for simultaneous voice and data communications.

3.1.1.2 The ADSL Data-Only option provides transmission of data signals using the Company's existing local exchange facilities at peak transmission speeds capable of 512 kbps upstream and 1 Mbps downstream or higher (where technically feasible), as determined by the Company and adjusted from time-to-time.

3.1.2 Where technically feasible, SDSL Access Service is available as two service options, i.e., SDSL Voice-Data and SDSL Data-Only.

3.1.2.1 The SDSL Voice-Data option provides transmission of data signals at peak data transmission speeds of 1 Mbps or higher (where technically feasible) using the Company's existing local exchange service line. This option may be used for simultaneous voice and data communications.

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3. Digital Subscriber Line Service (Continued)

3.1 General Regulations (Continued)

3.1.2 (Continued)

3.1.2.2 The SDSL Data-Only option provides transmission of data signals at peak transmission speeds of 1 Mbps or higher (where technically feasible) using the Company's existing local exchange facilities. This option does not provide the ability to transmit voice communications.

3.2 Installation

Installation of DSL Services will be from the CO to the surge protector located within the Network Interface Device (NID). If the Customer requires an adapter that includes a router, hub, firewall, other devices, or software they may purchase or lease it from any third party or from the Company.

Monthly charges for DSL Services are for the circuit and CO termination. Network Interface Card (NIC) for the associated hardware or software is not included in the monthly charge.

If the Customer requires any special inside wiring, they may contract with the Company or any third-party provider for that special wiring. Nonrecurring charges include the service order and Customer premises visit. They do not include any Customer premises wiring charges beyond the Protector.

During Company promotions or at the Company's discretion, the installation fee may be waived. Installation (non-recurring) charges are set forth in Section 4.1 following.

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3. Digital Subscriber Line Service (Continued)

3.3 Conditions

The following conditions set forth by the Company are applicable for DSL Services provided by the Company:

- 3.3.1 The initial and minimum service period is one month. If Service is disconnected prior to the end of the minimum service period, the Customer will be assessed all applicable monthly recurring rates for the remainder of the minimum service period.
- 3.3.2 Specified data access rates are the peak download rates available on the local loop segment of the facility. The Company cannot guarantee effective throughput beyond the DSL circuit, for example, at an Internet Service Provider's (ISP's) server or at a Local Area Network (LAN) server.
- 3.3.3 Availability of the DSL Service is subject to facility limitations, including loop length and other network characteristics.
- 3.3.4 With 30 days' notice, the provision of DSL Service may be withdrawn.
- 3.3.5 For any reason that the local exchange line is disconnected, the Company will automatically disconnect the DSL Service (This does not apply to Data Only Customers).
- 3.3.6 The Company has bundling prices available at their discretion.
- 3.3.7 A DSL Network Reconfiguration Charge applies when the DSL Service Customer requests the Company's network to:
  - (A) Accommodate a change in the DSL Service Customer's existing Internet Protocol (IP) address
  - (B) Limit the data speed delivered over the Customer's existing DSL Service line

The nonrecurring charge set forth in Section 4.1 (D), following, applies for each request per DSL Service line. The nonrecurring charge may be waived under certain conditions or at the Company's discretion.

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3. Digital Subscriber Line Service (Continued)

3.4     RESERVED FOR FUTURE USE

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3. Digital Subscriber Line Service (Continued)

3.5     Multimedia Virtual Circuit Channel (MM-VCC)

Where suitable facilities exist, an Ethernet Transport Service ("ETS") (as defined in NECA Tariff #5) customer that requires the ability to send high speed multimedia transmissions may also order an ETS MM-VCC between its CDP and the premises of its end user customer, provided such end user customer's premises is equipped with ADSL Access Service provided by the Company under this Service Guide. ETS MM-VCCs are only available when the ETS customer's CDP, the ETS customer's end user premises and the Company's DSL Access Service Connection Point SWC are each located within the serving territory of the Company. The ETS MM-VCC is available in increments of 10 Mbps, see Section 4.1(D) following. MM-VCC can only be ordered in conjunction with DSL service provided in this Service Guide and can be ordered to the physical bandwidth limitations of the Company's plant and network capabilities (as determined by the Company).

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4. Rates and Charges

4.1      Digital Subscriber Line Service

(A) Asymmetrical Digital Subscriber Line Service (speed capability of up to 10 Mbps upstream and up to 10 Mbps downstream)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
ADSL Line Charge		
- Per Voice Data Option	\$25.00	\$25.00

(B) Symmetrical Digital Subscriber Line Service (speed capability of up to 10 Mbps upstream and up to 10 Mbps downstream)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
ADSL Line Charge		
- Per Voice Data Option	\$25.00	\$25.00

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4. Rates and Charges (Continued)

4.1 Digital Subscriber Line Service (Continued)

(C) Volume Pricing Commitment Plan (VPCP)

The Company offers a VPCP for multiple Customers per study area on the Discount Pricing Arrangement plan.

<u>Monthly Volume Commitment Level</u>	<u>Monthly Discount</u>
200	5%
350	10%
500	15%

The Company will assess a shortfall charge of \$10.00 per line that falls below the commitment.

Upon providing thirty (30) days written notice to the Company, an existing VPCP Customer may increase the existing volume commitment when it establishes a new higher volume commitment level; the higher discount associated with the new commitment level will apply on a prospective basis for the balance of the VPCP commitment period. Downgrades from a higher volume commitment level to a lower volume commitment level upon thirty (30) days written notice to the Company are treated as a termination of the VPCP.

(D) Term Discounts

The Company offers a Term Discount based on the table below.

<u>Term Commitment</u>	<u>Monthly Discount</u>
36 Months	10%
60 Months	20%

(E) The Customer must choose between receiving the Term Discount or the Discount under the VPCP for all of their lines, if eligible for both. The Customer cannot receive both discounts. The nonrecurring charge per line may also be waived at the Company's discretion if the Customer is eligible for either of the above discounts.

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4. Rates and Charges (Continued)

4.1 Digital Subscriber Line Service (Continued)

(F) ETS Multimedia Virtual Circuit Channel (MM-VCC) – Per 10 Mbps

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
MM-VCC (0 to 99 end users)		
One-way	\$5.00	\$7.00
Two-way	\$6.00	\$7.00
MM-VCC (100 to 399 end users)		
One-way	\$4.00	\$7.00
Two-way	\$5.00	\$7.00
MM-VCC (400 to 499 end users)		
One-way	\$2.00	\$6.00
Two-way	\$3.00	\$6.00
MM-VCC (500 or over end users)		
One-way	\$0.00	\$0.00
Two-way	\$0.00	\$0.00

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