

Section 1:

**SYLACAUGA UTILITIES BOARD
TELECOMMUNICATION RATE SCHEDULE**

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TECHNICAL TERMS AND DEFINITIONS

Access Line - An arrangement that connects the Customer's service to a Utilities Board City of Sylacauga, Alabama point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the carrier's service under the terms and conditions of this tariff. The Customer remains responsible for the payment of services.

Company or Carrier – Utilities Board City of Sylacauga, Alabama (SUB) unless otherwise clearly indicated by the context.

Commission – Federal Communications Commission

Customer - The person, firm, corporation or other entity, including telecommunications providers such as interexchange carriers, local exchange carriers, cellular service providers, alternate access providers or other entities responsible for the payment of charges and for compliance with this tariff and normally orders, cancels, or amends service.

50 Mbps Internet Service – Allows for the transmission of Internet content at speeds up to 50 Mbps.

300 Mbps Internet Service – Allows for the transmission of Internet content at speeds up to 300 Mbps.

1,000 Mbps Internet Service – Allows for the transmission of Internet content at speeds up to 1,000 Mbps.

Wi-fi as a Service – Residential Wi-Fi Gateway (RG).

Commercial Voice over IP (VOIP) – Commercial Phone Services, large and small applications.

Individual Case Basis (“ICB”) – A service arrangement in which the regulation, rates and charges are developed based upon the specific circumstances of the service requested.

Mbps – Megabits, denotes millions of bits per second.

Network – The Company's digital fiber optics based network.

Point of Presence (POP) - A point on the Company's system where the Customer for the transmission of intercity communications can access the digital network.

Node - Another name for POP.

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RULES AND REGULATIONS

2.1 Undertaking of the Company

SUB's services and facilities are furnished for intracity communications originating at specified points within the city of Sylacauga, Alabama under the terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week with the exception of routine maintenance and outages resulting from natural causes, i.e., lightning, flooding, wind or other cause beyond the control of SUB.

SUB installs, operates, and maintains the communications services provided in this tariff for customers in accordance with the terms and conditions set forth under this tariff. SUB shall determine the method, details and means of providing its services to demarcation points located on the Customer's premise and identified as:

50 Mbps Internet Service – Residential Wi-Fi Gateway (RG) or Optical Network Transceiver.

300 Mbps Internet Service – Residential Wi-Fi Gateway (RG) or Optical Network Transceiver.

1,000 Mbps Internet Service – Residential Wi-Fi Gateway (RG) or Optical Network Transceiver.

Wi-fi as a Service – Residential Wi-Fi Gateway (RG).

Commercial Voice over IP (VOIP) – Commercial Phone Services, large and small applications.

The Company's services and facilities are provided on a monthly basis unless otherwise stated.

2.2 Use

The Customer may use services provided under this tariff for any lawful telecommunications purpose for which the service is technically suited.

2.3 Limitations

2.3.1 Service is offered subject to the availability of the necessary facilities and /or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary equipment or facilities are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

2.3.2 The Company reserves the right to discontinue service when the Customer is using the service in violation of the law or in violation of the provisions of this tariff. The Company also reserves the right to discontinue service when necessitated by conditions beyond its control.

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2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for the failure to establish connections.

2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards, in SUB's reasonable judgment, will have an adverse material effect on the business or economic feasibility of providing service.

2.4 Assignment or Transfer

All services provided under the provisions of this tariff are directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users or Agent may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liability of the Company

2.5.1 The Company shall not be liable for claim or loss, expense, or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any facility, service or transmission provided under this tariff, if caused by any person or entity other than the Company, by a malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or the foreseeability thereof.

2.5.3 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, Authorized Users, or by the Customer's agents, or by the facilities or equipment provided by the Customer.

2.5.4 The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service or facilities under this tariff, including, but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.5.5 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against any claim, loss or damage arising from the Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customers own communications.

2.5.6 The Company makes no warranties or representations express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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2.5.7 The Company shall not be held liable to the Customer, or to anyone who may claim any right to a relationship with Customer, for any acts or omissions in the performance of services under the terms of this tariff or on the part of employees or agents of the Company unless such acts or omissions are due to willful misconduct. Customer shall indemnify and hold the Company free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from, growing out of, or in any way connected with, the services rendered to the Customer under the terms of this tariff, unless the Company is judged by a court of competent jurisdiction to be guilty of willful misconduct.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable are one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

The Customer is responsible for the payment of all charges for equipment or services furnished to the Customer or to an Authorized User of the Customer. Whenever possible, the Company will include charges for telecommunications services on the same statement the Customer receives for other services provided by the Company.

Bills for recurring charges will be provided to the Customer on a monthly basis. The customer will receive a bill on approximately the same date each month and if the customer fails to receive a bill within five (5) days of this date the customer should notify the Company to obtain a copy of the bill. Failure to receive a bill does not relieve the customer's responsibility of paying the bill when due.

Any applicable federal, state or local use, excise, sales, or privilege taxes, duties or similar liabilities, chargeable to or against Company because of the Service provided Customer, shall be charged to and payable by the Customer in addition to the regular charges under this tariff.

2.7.2 Advance Payments

When the Company determines an advance payment is necessary from the Customer, SUB reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. Advanced payments may be increased or decreased from time to time at the discretion of the Company or its agents.

2.7.3 Access to Premises

A duly authorized agent of the Company shall have access to the premises of the customer at all times for the purpose of checking, removing or repairing any equipment owned by the Company

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located on the premises. Each customer accepting service from the Company shall, by acceptance of such service, agree and consent to such access.

2.7.4 Late Payment Fees

The rates set forth in this resolution are net and the current monthly bill is due upon receipt by the customer. If full payment is not received by the Company on or before the delinquent date shown on the bill, a Late Charge will be added to the customer's next billing. The Late Charge shall be the greater of one and one-half percent (1-1/2%) of the delinquent balance or five dollars (\$5.00). If full payment is not received on or before the cutoff date shown on the bill, service may be discontinued without further notice and an additional reinstatement charge of twenty five dollars (\$25.00) will be added to the customer's delinquent account. All reinstatement charges, the delinquent amount and late charges must be paid prior to service being restored. The Company reserves the right to increase the advance payment requirement for any customer whose service has been discontinued for nonpayment and the additional advance payment (if required) must be paid before service will be restored to such customer. The General Manager and Office Manager are authorized to extend the cutoff date where customers have made arrangements in advance to clear any delinquent amounts by an approved date.

2.7.5 Returned Check Charge

Personal checks will normally be accepted in payment of bills. If the check is not honored at the bank for any reason, the customer must redeem the check in cash and pay a thirty dollar (\$30.00) collection fee each time the check is not honored by the bank.

2.7.6 Credit Allowances for Interruption of Service

Credit allowance for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and /or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Prior to giving such notice, the Customer shall determine that the interruption is not within his or her control, or is not in wiring or equipment furnished by the Customer or other vendors or carriers. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. A credit will be given for interruptions of 30 minutes or longer and will be credited in 15 minute increments. For the purpose of credit computation, every month is considered to have 720 hours.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

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A = Outage time in hours
B = Total monthly rate for affected service

2.8 Cancellation by Customer

2.8.1 Cancellation Prior to Service Activation

If the Customer cancels all or a portion of the service requested before the service is activated, the Customer shall be obligated to pay as cancellation charges, all invoiced charges for labor, equipment, engineering and /or consulting expenses incurred by the Company to establish the service.

2.8.2 Cancellation after Service Activation

For Service Agreements, the end of service date shall always be the last day of the month (or if that day is a holiday or weekend day, the next following business day) which occurs not less than thirty (30) days following the Companies receipt of written notice of cancellation.

2.8.3 Cancellation Due to Company Default

Should the Company default in the performance of this tariff or materially breach any of its provisions, the Customer may terminate their Service Agreement by giving 10 days written notice to the Company. For purposes of this paragraph, material breach of the Service Agreement shall include, but not be limited to, the Company's inability to consistently provide an uninterrupted telecommunications circuit, excepting those interruptions due to routine maintenance, results of natural causes and events, i.e., lightning, flooding, wind or other causes beyond the control of the Company, and equipment failures addressed with timely remedies.

2.9 Refusal or Discontinuance by Company

Without incurring liability, the Company may refuse or discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services, under the following conditions. Unless otherwise stated, the Customer will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- 2.9.1** For non-compliance with and/or violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services.
- 2.9.2** For failure or refusal to provide the Company with a deposit or advance payment to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.
- 2.9.3** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.9.4** For non-compliance with and/or violation of the FCC regulations or the Company's rules and regulations on file with the SUB, provided five (5) working days written notice is given before termination.

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- 2.9.5 Without notice in the event of Customer or Authorized User use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.9.6 Without notice in the event of tampering with the equipment or services furnished and/or owned by the Company or its agents.
- 2.9.7 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at the Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.9.8 For failure of the Customer to make proper application for the service.
- 2.9.9 For Customer's breach of the contract for service between the Company and the Customer.
- 2.9.10 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.9.11 Automatic and without notice on the occurrence of (1) bankruptcy or insolvency of either party; (2) sale of business of either party or (3) assignment of the Service Agreement by either party without the express written consent of the other party.
- 2.9.12 For failure of the Customer to pay the Company all or part of the compensation set for in their Service Agreement, the Company's option, may terminate their Service Agreement if the failure is not remedied by the Customer within twenty (20) business days from the date the payment is due.

2.10 Restoration of Service

When service has been discontinued for nonpayment or as otherwise provided herein and the Customer makes a request for reestablishment, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

2.11 Customer Obligations

- 2.11.1 The facilities and services of the Company are available to its Customers subject to the provisions of this tariff.
- 2.11.2 The Customer shall assume all responsibility for taking the necessary legal steps for interconnecting Customer-provided equipment with Company facilities. This shall include, but not be limited to furnishing space on the Customer's premise to house any equipment to provide the services described herein.
- 2.11.3 The Customer shall be responsible for ensuring that Customer-provided equipment or systems are properly interfaced with Company facilities.
- 2.11.4 The Customer shall operate his equipment in such a manner such that his use of Company facilities shall not interfere with another Customer's use of Company facilities.

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- 2.11.5 The Customer shall provide adequate space, electrical power, wiring and electrical outlets necessary for the proper operation of Company equipment on his premises.
- 2.11.6 The Customer shall be responsible for all theft, fire, flood, and other catastrophes causing damage to Company facilities on the Customer's premises.
- 2.11.7 Release of the Customer's Company provided facilities for testing and repair will be required for service failures and/or routine maintenance. The Company will attempt to notify the Customer in advance of such necessary releases and will attempt to schedule the release during a mutually convenient time.
- 2.11.8 Access to the Customer's premises may be necessary for installation and/or routine maintenance of Company facilities. The Company will notify Customer in advance of such necessary accesses and will attempt to schedule the access at a mutually convenient time. For charges contemplated in this tariff, such access must be available during regular business hours.
- 2.11.9 Emergency access to the Customer's premises may be necessary for inspection, repair and/or removal of Company facilities. Such access shall be on an unrestricted, 24 hour per day, seven days per week basis.
- 2.11.10 The Customer guarantees and assures the Company that his Authorized User(s) will satisfy all provisions of this tariff and abide by its regulations. The Customer also assumes all responsibility for his Authorized Users relative to the compliance with the provisions of this tariff

2.12 Maintenance of Service and Equipment

- 2.12.1 SUB shall maintain service and equipment on all facilities up to the point of demarcation and the Customer shall be responsible for the maintenance of facilities on their side of the point of demarcation.
- 2.12.2 SUB maintenance shall be provided at two levels: (1) 24 hours per day, seven days per week with a guaranteed 4-hour response time and (2) Monday through Friday, 7:00 am to 5:00 pm with a guaranteed 2-hour response time.

DETERMINATION OF MILEAGE

For the purpose of determining the fiber mileage between a customer's premise and a network node, the SUB Electrical Distribution Map (or other appropriate, accurate and scaled map or drawing), showing the as constructed fiber optic network, shall be used. If the entire fiber route between a customer's premise and a network node is along city streets, the fiber mileage can be determined by driving the route, in both directions, recording the distance by vehicle odometer, and averaging the two readings. The distance between the curb and the customer's building and between the curb and the node building should be determine by an appropriate method.

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SERVICE DESCRIPTION AND RATES

This portion of the tariff sets forth the service descriptions and rates for the provision of domestic intracity point-to-point, digital private line services offered by SUB.

4.1.1 50 Mbps Up/Down Residential Light Internet Service

Monthly Charges:

Rate: \$ 35.00

No discounts apply to this service. If extension of facilities over ½ mile is required to serve customer installation charges will be calculated on an Individual Case Basis and the service will be provided for a minimum term of not less than one (1) year. Public IP addresses are available at an additional \$10 per month per IP address. Otherwise, each customer will be assigned a public IP address, free of charge. A \$50.00 installation fee applies to this service. Relocation of service will result in a \$300.00 fee.

4.1.2 300 Mbps Up/Down Residential Internet Service

Monthly Charges:

Rate: \$ 70.00

No discounts apply to this service. If extension of facilities over ½ mile is required to serve customer installation charges will be calculated on an Individual Case Basis and the service will be provided for a minimum term of not less than one (1) year. Public IP addresses are available at an additional \$10 per month per IP address. Otherwise, each customer will be assigned a public IP address, free of charge. A \$50.00 installation fee applies to this service. Relocation of service will result in a \$300.00 fee.

4.1.3 1,000 Mbps or Gigabit Up/Down Commercial Internet Service

Monthly Charges:

Rate: \$ 100.00

No discounts apply to this service. This will be provided for a minimum term of not less than one (1) year. Public IP addresses are available at an additional \$ 10 per month per IP address. Otherwise, each customer will be assigned a single public IP address, free of charge. A typical configuration requirements will be handled and priced on an Individual Case Basis (ICB). A \$50.00 installation fee applies to this service. Service relocation will result in a \$300.00 fee.

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4.1.4 Wi-Fi as a Service; SUB to provide and support Wi-Fi capability in the premise.

Monthly Charges:

Rate: \$ 5.00

No discounts apply to this service. This will be provided for a minimum term of not less than one (1) year. A single Wi-Fi enabled Residential Gateway will be provided with this service. Any Wi-Fi extenders or ancillary equipment will incur additional charges and determined on an Individual Case Basis (ICB).

4.1.5 Voice Over IP Commercial Phone Service

Monthly Charges:

Rate: \$28.99 per Basic Service Line. Rate may vary dependent on service options selected.

No discounts apply to this service. This will be provided for a minimum term of not less than one (1) year. There are many options regarding phones and service options that affect pricing. Additional lines and or ancillary equipment will incur additional charges and determined on an Individual Case Basis (ICB). Customers must have SUB fiber optic service to be eligible for this service.

4.1.6 Dark Fiber Lease

Dark Fiber Lease Service provides a 2-point media channel for the transmission of telecommunication signals where the Customer provides their own transmission equipment.

Monthly Charges:

\$0.022 per fiber foot per month

(See Page 8 for the method of determining fiber length)

4.1.7 Sale of WiFi Routers

Purchase Price: Cost plus shipping & handling

4.1.8 Individual Case Basis Arrangements

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff, charges will be determined on an Individual Case Basis (ICB). The monthly recurring charges and installation charges will be calculated on an Individual Case Basis and the service will be provided for a minimum term of not less than one (1) year.