

**WIRELIN BROADBAND INTERNET ACCESS SERVICE  
TERMS AND CONDITIONS OF SERVICE**

**1. APPLICATION OF TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions of Service (Terms and Conditions) apply to Wireline Broadband Internet Access Service (WBIAS) offerings furnished by Rio Virgin Telephone Company, hereinafter referred to as the "Telephone Company," with its principal address 61 W Mesquite Blvd., Mesquite, NV 89027. The Company is an Incumbent Local Exchange Carrier (ILEC). The WBIAS offerings provided under these Terms and Conditions are the transport component of WBIAS, as defined in the Federal Communications Commission's Report and Order in CC Dockets Nos. 02-33 and 01-337 released September 23, 2005, FCC 05-150 ("Broadband Internet Order"). These Terms and Conditions are intended to comply with the requirements for permissive detariffing of the transmission component of WBIAS as set forth in ¶ 90 of the Broadband Internet Order.

**2. SERVICE DESCRIPTIONS**

**2.1 Wireline Broadband Internet Access Service**

This section contains the rules and regulations pertaining to the provision of Wireline Broadband Internet Access Service ("WBIAS").

**(A) Service Description**

WBIAS is an access data technology service that provides high-speed connections over existing local exchange service facilities that can be used for simultaneous voice and data communications. It may also be used for data-only communications. The purchase of voice-data service requires the purchase of voice service from the Telephone Company.

**(B) Service Provisioning**

WBIAS is provisioned over existing Telephone Company facilities and transported to the Telephone Company's backbone network. WBIAS provides a connection from the customer designated location (CDL) to the WBIAS connection point. Access from the Telephone Company's WBIAS connection point will be provided via Special Access, where facilities permit.

The Telephone Company will qualify the WBIAS between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing Telephone Company facilities to provide the service. The Telephone Company will not provision this service on facilities which are not suitable for WBIAS.

The Telephone Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer-originated data.

WBIAS will be provided over existing Telephone Company local exchange service lines. Rates and regulations for WBIAS are in addition to any rates and regulations that apply for any local exchange service line provided under the terms and conditions in the Telephone Company's general and/or local exchange service tariffs.

WBIAS will be provided subject to the availability and limitations of Telephone Company wire centers and outside plant facilities and is only available where technical capabilities permit.

## 2. SERVICE DESCRIPTIONS (Continued)

### 2.1 Wireline Broadband Internet Access Service (Continued)

#### (C) Responsibility of the Telephone Company

The Telephone Company will provision and maintain WBIAS for the customer up to and including the Network Interface Device (NID). The Telephone Company will advise the customer of the equipment necessary to support WBIAS.

#### (D) Rights of the Telephone Company

The Telephone Company will not provision WBIAS if the Telephone Company reasonably determines that (a) it is not technically feasible over existing facilities or (b) it will cause interference problems with existing services.

During the Telephone Company's network maintenance and software update periods, it may be necessary to place the WBIAS wire center out of service. The Telephone Company reserves the right to temporarily interrupt WBIAS at other times in emergency situations.

The Telephone Company may terminate the service for any reason with 30 days written notice. In addition, the Telephone Company reserves the right to make rate adjustments at any time with 30 days written notice. The Customer has 30 days from the effective date of the new rates to terminate the service without incurring a Termination Liability Charge. If a customer terminates its service prior to the end of the commitment period for any reason other than a rate adjustment by the Telephone Company, the Telephone Company will bill the customer a Termination Liability Charge. If a customer elects to terminate its existing DSL WPP prior to the end of the commitment period for any reason, it will be prohibited from establishing a new DSL WPP for 90 days.

#### (E) Responsibility of the Customer

The customer is responsible for providing compatible customer provided equipment (CPE) that is used for connection to WBIAS.

The customer is responsible for providing the Telephone Company with the necessary information to provision WBIAS.

#### (F) Rate Regulations

##### (1) Rate Elements

There is a monthly rate charge applicable to WBIAS. The monthly rate for the WBIAS Line Charge applies each month or fraction thereof for each WBIAS line ordered by the customer.

##### (2) Rate Application

One rate option is available for WBIAS, the Wholesale Pricing Plan (WPP) option.

The Wholesale Pricing Plan (WPP) option is available to customers for the purpose of combining these services with its own services to create a bundled retail service sold to its end user customers. Specific provisions apply to customers that purchase service under the WPP option and are specified below.

## 2. SERVICE DESCRIPTIONS (Continued)

### 2.1 Wireline Broadband Internet Access Service (Continued)

#### (F) Rate Regulation (Continued)

##### (3) Wholesale Pricing Plan (WPP)

The services offered under the WBIAS Wholesale Pricing Plan (WPP) are provided at wholesale rates to the customer under the conditions listed above.

(a) The customer purchases WBIAS as described in Section 2.1, proceeding, for the purpose of combining these telecommunications services with its own information service(s) to create a new retail service for sale to its end user customer(s).

(b) In addition to the obligations specified in 2.1, preceding, the customer assumes the following obligations:

(1) 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 Telephone Company for any aspect of the service the customer provides.

(2) The customer will submit orders for WBIAS to the Telephone Company in a format and manner designated by the Telephone Company.

When the customer purchases WBIAS under the WBIAS WPP, the rates and charges in 3.1, following will apply.

A monthly charge applies for each WBIAS end user customer line covered under the WPP.

##### (4) Termination Liability Charge

A Termination Liability Charge is equal to the Monthly WPP Charge, excluding any otherwise applicable discounts, multiplied by the number of months remaining in the commitment period. This charged is billed as one sum and due upon receipt.

### 3. RATES AND CHARGES

#### 3.1 Wireline Broadband Internet Access Service (WBIAS)

##### (A) ADSL Broadband Voice/Data and Data Only Service

###### (1) Voice/Data Service:

(a)	<u>Wholesale Pricing Plan (WPP)</u>	<u>Monthly Rate</u>
	10M/1M	\$25.20
	15M/3M	\$31.50
	25M/10M	\$39.38
	50M/25M	\$49.22
	100M/50M	\$61.52
(b)	<u>One Year Term WPP</u>	<u>Monthly Rate</u>
	10M/1M	\$16.38
	15M/3M	\$20.48
	25M/10M	\$25.59
	50M/25M	\$31.99
	100M/50M	\$39.99
(c)	<u>Three Year Term WPP</u>	<u>Monthly Rate</u>
	10M/1M	\$9.83
	15M/3M	\$12.29
	25M/10M	\$15.36
	50M/25M	\$19.20
	100M/50M	\$23.99

###### (2) Data Only Service

(a)	<u>Wholesale Pricing Plan (WPP)</u>	<u>Monthly Rate</u>
	10M/1M	\$45.91
	15M/3M	\$48.32
	25M/10M	\$50.86
	50M/25M	\$53.54
	100M/50M	\$56.36
(b)	<u>One Year Term WPP</u>	<u>Monthly Rate</u>
	10M/1M	\$43.61
	15M/3M	\$45.91
	25M/10M	\$48.32
	50M/25M	\$50.86
	100M/50M	\$53.54
(c)	<u>Three Year Term WPP</u>	<u>Monthly Rate</u>
	10M/1M	\$41.43
	15M/3M	\$43.61
	25M/10M	\$45.91
	50M/25M	\$48.32
	100M/50M	\$50.86

3. RATES AND CHARGES (Continued)3.1 Wireline Broadband Internet Access Service (WBIAS) (Continued)(B) Volume Bands

The customer will be placed into a volume band based on its number of end user customers, regardless of whether the service provided is voice-data or data-only. Each volume band has a correlating factor that is applied to the applicable WPP rate.

(1) <u>Number of End Users</u>	<u>Factor Applied to Monthly Voice-Data WPP Rate</u>
Band 5 – Up to 750 end users	300%
Band 4 – 751 to 2,000 end users	200%
Band 3 – 2,001 to 5,000 end users	100%
Band 2 – 5,001 to 7,500 end users	50%
Band 1 – 7,501 and greater end users	40%

  

(2) <u>Number of End Users</u>	<u>Factor Applied to Monthly Data-Only WPP Rate</u>
Band 5 – Up to 750 end users	150%
Band 4 – 751 to 2,000 end users	125%
Band 3 – 2,001 to 5,000 end users	100%
Band 2 – 5,001 to 7,500 end users	60%
Band 1 – 7,501 and greater end users	45%