

BROADBAND TRANSMISSION SERVICE GUIDE

**BROADBAND TRANSMISSION
SERVICE GUIDE**

REGULATIONS, RATES, AND CHARGES

**Applying to the Provision of Broadband Transmission Service
For Customers of
3 Rivers Telephone Cooperative, Inc.**

This Broadband Transmission Service Guide does not include
Internet Access, Content or any connections
beyond the Telephone Cooperative's central office

Effective: July 1, 2022

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EXPLANATION OF ABBREVIATIONS

ADSL	-	Asymmetric Digital Subscriber line Access Service
CBOL	-	Consumer Broadband Only Loop
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
ONT	-	Optical Network Terminal
SDSL	-	Symmetric Digital Subscriber Line
SWC	-	Serving Wire Center
VPCP	-	Volume Pricing Commitment Plan

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BROADBAND TRANSMISSION SERVICE GUIDE

1. General

1.1 Application of Service Guide Rates, Terms and Conditions

1.1.1 This Service Guide 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 **3 Rivers Telephone Cooperative, Inc.**, hereinafter referred to as the "Telephone Cooperative."

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 Telephone Cooperative offers Service where technically feasible within its incumbent local exchange carrier (ILEC) exchange boundaries. The Telephone Cooperative's serving area(s) are identified as a study area with a distinct study area code of 482255.

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

1.1.5 The Telephone Cooperative 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 Telephone Cooperative'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 Telephone Cooperative, the Customer accepts these rates, terms and conditions as a binding agreement.

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1. General – (Cont'd)

1.2 Definitions

Certain terms used herein are defined as follows:

Consumer Broadband Only Loop

The term "Consumer Broadband Only Loop" when used in the context of Broadband Transmission Service Guide refers to the provision of Services over a line that does not also carry local exchange switched voice telephone service to the Customer premise.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock Cooperative, 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 term "Customer Designated Premises" denotes the premises specified by the Customer for the provision of Service.

Customer Provided Equipment

The term "Customer Provided Equipment" denotes the terminal equipment or facilities provided by persons other than the Telephone Cooperative and connected to the Telephone Cooperative's Services and/or facilities.

Digital Subscriber Line (DSL) Access Service Connection Point

The term "Digital Subscriber Line (DSL) Access Service Connection Point" is a location designated by the Cooperative that serves as an aggregation point for the collection of Cooperative WBITS traffic from multiple Digital Subscriber Line Access Multiplexers.

Ethernet

The term "Ethernet" denotes 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.

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1. General – (Cont'd)

1.2 Definitions – (Cont'd)

Incumbent Local Exchange Carrier

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

Internet Protocol (IP)

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

Internet Service Provider (ISP)

An Internet Service Provider (ISP) is an organization that supplies access to the Internet.

Network Service Providers

Internet Service Providers (ISPs) or Network Service Providers supply retail services to end user customers based on transmission of data through use of Internet Protocol (IP).

Rates, Terms and Conditions

The term "rates, terms, and conditions" denotes this document in its entirety comprising the rates, terms, and conditions applicable to the provision of Service to Customer(s) by the Telephone Cooperative.

Service

The term "Service" denotes the offerings of the Telephone Cooperative comprising of Wireline Broadband Internet Transport Service (WBITS).

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1. General – (Cont'd)

1.2 Definitions – (Cont'd)

Service Application

The term "Service Application" denotes a standard order form which includes all necessary billing, technical, and other pertinent information which will enable the Telephone Cooperative to provide the Service as required.

Telephone Cooperative

The term "Telephone Cooperative" denotes all issuing carriers and its affiliates, unless the context indicates otherwise.

Wireline Broadband Internet Transport Service (WBITS)

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

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BROADBAND TRANSMISSION SERVICE GUIDE

2. Terms and Conditions

2.1 Undertaking of the Telephone Cooperative

2.1.1 Scope

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

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 Telephone Cooperative is providing only facilities and services associated with such facilities (as outlined in this document) to the Customer for communications purposes.
- (C) The Telephone Cooperative 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 Telephone Cooperative for damages to Telephone Cooperative facilities utilized to provide services under this Service Guide caused by the negligence or willful act of the customer or resulting from the customers improper use of the Telephone Cooperative facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Cooperative.

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2. Terms and Conditions – (Cont'd)

2.2 Obligations of the Customer – (Cont'd)

2.2.2 Damage to the Telephone Cooperative's facilities caused by any negligence or willful act or acts on the part of the Customer shall result in the Customer reimbursing the Telephone Cooperative for the damages.

2.2.3 The Customer shall indemnify and save harmless the Cooperative 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 Cooperative's Services; and any other claim resulting from any act or omission of the Customer in the use of the Cooperative's facilities.

2.2.4 In the event a suit is brought by the Telephone Cooperative, or an attorney is retained by the Telephone Cooperative 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 Telephone Cooperative in connection therewith.

2.3 Liabilities of the Telephone Cooperative

2.3.1 Except as stated in this Section 2.3, the Telephone Cooperative 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 Telephone Cooperative 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 Telephone Cooperative.

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2. Terms and Conditions – (Cont'd)

2.3 Liabilities of the Telephone Cooperative – (Cont'd)

(B) The Telephone Cooperative 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 Telephone Cooperative, 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.

(C) The Telephone Cooperative shall not be liable for (a) any act or omission of any entity furnishing the Telephone Cooperative or the Telephone Cooperative'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 Telephone Cooperative 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 Telephone Cooperative 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.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.1 Payment of Rates, Charges and Deposits – (Cont'd)(A) Deposits – (Cont'd)

Such deposit will not exceed the estimated rates and charges for the service for a three (3) month period or \$1,000, as decided by the Telephone Cooperative. The fact that a deposit has been made in no way relieves the Customer from complying with the Telephone Cooperative's regulations as to the prompt payment of bills. At the Telephone Cooperative'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 Telephone Cooperative, the Customer could receive interest. The interest will be accrued for the period during which the deposit is held by the Telephone Cooperative. The amount of interest calculated will be at the Telephone Cooperative's discretion and will be representative to the reasonable industry or economic interest-bearing situations.

A deposit does not relieve the Customer from making advance payments or from complying with the Telephone Cooperative'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 Telephone Cooperative providing for the discontinuance of service for nonpayment of any sums due the Telephone Cooperative 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 Telephone Cooperative.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.1 Payment of Rates, Charges and Deposits – (Cont'd)(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 may be prorated to the number of days based on a 30 day month. The Telephone Cooperative 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.

(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 or \$10.00, as determined by the Telephone Cooperative.
- (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 Telephone Cooperative's discretion for nonpayment of amounts due the Telephone Cooperative past the due date as specified in 2.4.1.D.1. Restoration of Service will be subject to all applicable installation charges.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)2.4.1 Payment of Rates, Charges and Deposits – (Cont'd)(E) Taxes and Other Charges

In addition to payment for Services, the Customer must pay all taxes, fees, surcharges and other charges that the Telephone Cooperative 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 Telephone Cooperative to charge. The Telephone Cooperative 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 Telephone Cooperative or any other entity associated with providing the service, or any other connections that may be required that do not fall within this Service Guide.

(F) Billing Disputes

- (1) A good faith dispute requires the Customer to provide a written claim to the Telephone Cooperative. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the Customer's bill, or, when available, by accessing such information on the Telephone Cooperative's website also shown on the Customer's bill. Such claim must identify in detail the basis for the dispute, and if the Customer withholds the disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Telephone Cooperative to investigate the merits of the dispute.

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2. Terms and Conditions – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)

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

(F) Billing Disputes – (Cont'd)

- (2) Customer must contact the Telephone Cooperative 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 Telephone Cooperative.
- (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 Telephone Cooperative 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 – (Cont'd)

2.4 Payment Arrangements and Credit Allowances – (Cont'd)

2.4.2 Credit Allowance for Service Interruptions

- (A) Credit for failure of Service will be at the sole discretion of the Cooperative and may be allowed only when failure is caused by or occurs in the Cooperative's facilities or equipment owned, provided and billed for by the Cooperative. Credit allowances will also be allowed for any period where the Service is interrupted by the Cooperative 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 Cooperative of the failure and ceases when the operation has been restored.
- (C) The Customer shall notify the Cooperative 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 Cooperative. 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 Cooperative, 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 – (Cont'd)

2.5 Executed Agreements

The Telephone Cooperative 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 Telephone Cooperative's website or delivered to the Customer via United States Postal Service.

3. Broadband Transmission Service

3.1 General Regulations

Broadband Transmission Services provide transmission services over local exchange service facilities that can be used for simultaneous voice and data communications, or for data-only communications. Service is provided, where available, between Customer Designated Premises (CDP) and designated Telephone Cooperative central office (CO).

Broadband Transmission Services use proprietary equipment to provide high-speed access. The equipment consists of Digital Subscriber Line Access Multiplexer (DSLAM) or Optical Line Terminals (OLT) located in the CO and the corresponding remote DSL modem or Optical Network Terminal (ONT) located at the Customer premises.

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3. Broadband Transmission Service – (Cont'd)

3.2 Installation

Installation of Broadband Transmission Services will be from the CO to the Network Interface Device (NID) or surge protector located within the Optical Network Terminal. If the Customer requires an adapter that includes a router, Ethernet switch, firewall, other devices, or software they may purchase it from any third party or from the Telephone Cooperative.

Monthly charges for Broadband Transmission 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 Telephone Cooperative 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 Telephone Cooperative promotions or at the Telephone Cooperative's discretion, the installation fee may be waived. Installation (non-recurring) charges are set forth in Section 4 following.

3.3 Conditions

The following conditions set forth by the Telephone Cooperative are applicable for Broadband Transmission Services provided by the Telephone Cooperative:

- 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.

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3. Broadband Transmission Service – (Cont'd)

3.3 Conditions – (Cont'd)

3.3.2. Specified data access rates are the peak download rates available on the local loop segment of the facility. The Telephone Cooperative cannot guarantee effective throughput beyond the broadband connection special access 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 Broadband Transmission Service is subject to facility limitations, including loop length and other network characteristics.

3.3.4 With 30 days' notice, the provision of Broadband Transmission Service may be withdrawn.

3.3.5 If for any reason that the local exchange line is disconnected for a voice and data communications customer, the Telephone Cooperative will automatically convert the Broadband Transmission Service to a Consumer Broadband Only Loop connection.

3.3.6 The Telephone Cooperative has bundling prices available at their discretion.

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4. Rates and Charges

4.1 Voice and Data Line Charges

<u>Voice/Data Line Charge</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Month-to-Month	\$98.63	\$125.00
3 Year Term	\$64.11	\$125.00
3 Year Term with minimum 250 connections	\$41.67	\$125.00

4.2 Consumer Broadband Only Loop

<u>CBOL Line Charge</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Month-to-Month	\$42.00	\$125.00

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