**DIGITAL SUBSCRIBER LINE (DSL)**

**SERVICE GUIDE**

REGULATIONS, RATES, AND CHARGES

**Applying to the Provision of DSL Service**

**For Customers of**

**All West Communications, Inc.**

**(Study Areas: 522418 and 512290)**

This DSL Service Guide does not include

Internet Access, Content or any connections

Beyond the Telephone Company’s central office

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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

SDSL - Symmetric Digital Subscriber Line

SWC - Serving Wire Center

VPCP - Volume Pricing Commitment Plan

1. General

* 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 **All West Communications, Inc.**, hereinafter referred to as the “Telephone 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 Telephone Company offers Service where technically feasible within its incumbent local exchange carrier (ILEC) exchange boundaries. The Telephone Company's serving area(s) are identified as a study area with a distinct study area code(s) of 522418 and 512290.

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

 the furnishing of any service.

 1.1.5 The Telephone 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 Telephone

 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 Telephone Company, the Customer accepts these rates, terms and

 conditions as a binding agreement.

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 Digital

 Subscriber Line 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 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 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 Company and

 connected to the Telephone Company'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 Company that serves as an aggregation point for the

 collection of Company WBITS traffic from multiple Digital Subscriber Line

 Access Multiplexers.

1. General – (Cont’d)

 1.2 Definitions – (Cont’d)

 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.

 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.

 National Exchange Carrier Association (NECA) Tariff F. C.C. No.5

 The National Exchange Carrier Association (NECA) Tariff F. C. C. No. 5 is the

 interstate access tariff filed by NECA on behalf of members of NECA.

1. General – (Cont’d)

 1.2 Definitions – (Cont’d)

 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 Company.

 Service

 The term "Service” denotes the offerings of the Telephone Company comprising

 of Wireline Broadband Internet Transport Service (WBITS).

 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 Company to provide the Service as required.

 Telephone Company

 The term "Telephone Company" 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

 Company's end user Customers over existing local exchange service facilities

 for provision broadband services employing Internet Protocol (IP).

2. Terms and Conditions

2.1 Undertaking of the Telephone Company

2.1.1 Scope

 (A) The Telephone Company does not undertake to transmit messages

 Under this tariff.

 (B) The Telephone Company shall be responsible only for the installation,

 Operation and maintenance of the Services it provides.

 (C) The Telephone Company will, for maintenance purposes, test its Service

 Only to the extent necessary to detect and/or clear troubles.

 (D) The Telephone 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 Telephone Company is providing only facilities and services

 associated with such facilities (as outlined in this document) to the

 Customer for communications purposes.

 (C) The Telephone 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 Telephone Company for damages to

 Telephone 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 Telephone Company facilities, or due to

 malfunction of any facilities or equipment provided by other than the

 Telephone Company.

2. Terms and Conditions – (Cont’d)

2.2 Obligations of the Customer – (Cont’d)

2.2.2 Damage to the Telephone 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 Telephone Company for the damages.

2.2.3 The Customer shall indemnify and save 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 Telephone Company, or an attorney

 is retained by the Telephone 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 Telephone Company in connection therewith.

2.3 Liabilities of the Telephone Company

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

2. Terms and Conditions – (Cont’d)

2.3 Liabilities of the Telephone Company – (Cont’d)

 (B) The Telephone 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

 Telephone 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.

 (C) The Telephone Company shall not be liable for (a) any act or

 omission of any entity furnishing the Telephone Company or the

 Telephone 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 Telephone 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 Telephone 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.

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 Company. The fact that a deposit has been made in no way relieves the Customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At the Telephone 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

 Telephone Company, the Customer could receive interest. The interest

 will be accrued for the period during which the deposit is held by the

 Telephone Company. The amount of interest calculated will be at the

 Telephone Companies 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 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 Telephone

 Company providing for the discontinuance of service for nonpayment

 of any sums due the Telephone 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 Telephone Company.

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 will be prorated to the number of days based on a 30 day

 month. The Telephone 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.

 (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 $2.50, as determined by the Telephone Company.

 (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

 Company's discretion for nonpayment of amounts due the

 Telephone Company past the due date as specified in

 2.4.1. D.1. Restoration of Service will be subject to all applicable

 installation charges.

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

 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 Telephone

 Company to charge. The Telephone 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 Telephone 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.

 (F) Billing Disputes

 (1) A good faith dispute requires the Customer to provide a written

 claim to the Telephone 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 Telephone 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 Telephone

 Company to investigate the merits of the dispute.

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 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

 Telephone 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 Telephone 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.

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 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.

2. Terms and Conditions – (Cont’d)

2.5 Executed Agreements

 The Telephone 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 Telephone Company's

 website or delivered to the Customer via United States Postal Service.

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 Telephone Company central office (CO).

DSL Services use proprietary equipment to provide high-speed 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. Digital Subscriber Line Service – (Cont’d)

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 it from any third party or from the Telephone 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

 Telephone 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 Telephone Company promotions or at the Telephone Company’s

 discretion, the installation fee may be waived. Installation (non-recurring)

 charges are set forth in Section 4.1 following.

3. Digital Subscriber Line Service – (Cont’d)

3.3 Conditions

 The following conditions set forth by the Telephone Company are applicable

 for DSL Services provided by the Telephone 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 Telephone 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 Telephone

 Company will automatically disconnect the DSL Service

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

4. Rates and Charges

 4.1 Digital Subscriber Line Service

1. Asymmetric and Symmetric Digital Subscriber Line Access Services (Voice/Data)
	1. **Utah**

|  |  |  |  |
| --- | --- | --- | --- |
| Voice/Data Line Charge | MonthlyRate |  | NonrecurringCharge |
|  Month-to-Month3 Year Term 3 Year Term with minimum 3,000 connections | $87.00$43.50$21.75 |  | $185.00$185.00$185.00 |

* 1. **Wyoming**

|  |  |  |  |
| --- | --- | --- | --- |
| Voice/Data Line Charge | MonthlyRate |  | NonrecurringCharge |
|  Month-to-Month3 Year Term 3 Year Term with minimum 150 connections | $83.52$41.76$20.88 |  | $185.00$185.00$185.00 |

4. Rates and Charges

 4.1 Digital Subscriber Line Service

 (B) Consumer Broadband Only Loop

1. **Utah**

|  |  |  |  |
| --- | --- | --- | --- |
|  | MonthlyRate |  | NonrecurringCharge |
|  All CBOL Connections | $42.00 |  | $211.00 |

1. **Wyoming**

|  |  |  |  |
| --- | --- | --- | --- |
|  | MonthlyRate |  | NonrecurringCharge |
|  All CBOL Connections | $42.00 |  | $211.00 |