WIRELINE BROADBAND INTERNET ACCESS SERVICE
TERMS AND CONDITIONS OF SERVICE

1. Application of Terms and Conditions of Service

1.1 These Terms and Conditions of Service (Terms and Conditions) apply to Wireline Broadband Internet Access Service (WBIAS) offerings furnished by Pioneer Telephone Cooperative dba Pioneer Connect, hereinafter referred to as the "Telephone Company", with its principal address 1304 Main St, Philomath, OR 97370.

1.2 The Company is an Incumbent Local Exchange Carrier (ILEC). The WBIAS offerings provided under this Terms and Conditions are the transport component of WBIAS, as defined in the Federal Communications Commission's *Report and Order* in CC Docket Nos. 02-33 and 01-337 released September 23, 2005, FCC 05-150 (*"Broadband Internet Order"*). This Terms and Conditions is 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.

(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.

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 the associated local exchange service line provided under the terms and conditions in the Telephone Company's general and/or local exchange service tariffs. The Telephone Company will automatically disconnect WBIAS when the associated local exchange service line is disconnected for any reason.

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 (CONT'D)

2.1 Wireline Broadband Internet Access Service(Cont'd)

(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 updates 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.

(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 (e.g., Data Link Connection Identifier(s) (DLCI), Permanent Virtual Circuit (PVC), and/or Internet Protocol (IP)) to provision WBIAS.

(F) Rate Regulations

(1) Rate Elements

There are three types of rates and charges applicable to WBIAS. These are a monthly rate charge, a nonrecurring charge and a network reconfiguration charge.

The monthly rate for the WBIAS Line Charge applies each month or fraction thereof for each WBIAS line ordered by the customer.

A nonrecurring charge applies for each WBIAS option ordered by the customer for installation of WBIAS.

2. SERVICE DESCRIPTIONS (CONT'D)

2.1 Wireline Broadband Internet Access Service(Cont'd)

(F) Rate Regulations (Cont'd)

(1) Rate Elements (Cont'd)

A WBIAS Network Reconfiguration Charge applies when the WBIAS customer's ISP requests the Telephone Company to modify the Telephone Company's network to: 1) accommodate a change in the WBIAS customer's existing IP address or 2) limit the data speed delivered over the customer's existing WBIAS line. This charge applies for each request per WBIAS line. The Telephone Company will bill the WBIAS Network Reconfiguration Charge to the ISP requesting the change.

(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 in below.

(3) Wholesale Pricing Plan (WPP)

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

(A) The customer purchases WBIAS as described in Section 2.1, preceding, 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).

2. SERVICE DESCRIPTIONS (CONT'D)

2.1 Wireline Broadband Internet Access Service(Cont'd)

(F) Rate Regulations (Cont'd)

(3) Wholesale Pricing Plan (WPP) (Cont'd)

(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 line covered under the WPP.

3. Rates and Charges

3.1 Wireline Broadband Internet Access Service (WBIAS)

(A) WBIAS

(1) Wholesale Pricing Plan (WPP)

Service Level	Monthly Rate	Non Recurring Charges
WBIAS Line Charges		N/A
Monthly Recurring Charge All DSL Speed Tiers	$8.28	
Nonrecurring Charge	N/A	$ 185.00
DSL Network Configuration	N/A	$ 125.00