

TWENTY-THIRD REVISION OF SHEET NO. 2

W.D.P.U. No. 1

CANCELING TWENTY-SECOND REVISION OF SHEET NO. 2

TENINO TELEPHONE COMPANY

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CANCELING ORIGINAL SHEET NO. 45

TENINO TELEPHONE COMPANY

SCHEDULE NO. 26

INTEGRATED SERVICES DIGITAL NETWORK

(D) (N)

1. **DESCRIPTION**

Integrated Services Digital Network (ISDN) is a digital architecture that provides an integrated voice/data capability to the customer premises facility, utilizing the public switched network. ISDN distributes voice, data, image and facsimile under Basic Rate Service (BRS) or Primary Rate Service (PRS). This is a serving arrangement which conforms to internationally developed, published, and recognized standards generated by the International Telecommunications Union (formerly CCITT). Under this offering, the Company limits ISDN to the provision of video conferencing and such voice services as the Company determines can be provided in an economically and technically efficient manner.

2. **DEFINITIONS**

Basic Rate Service

BRS consists of up to three distinct channels on one pair of wire: one or two B (Bearer) Channels and one D (Delta) Channel. BRS is offered on either an individual case basis or in a packaged offering, referred to as ISDN Service.

Primary Rate Service

PRS consists of a PRS T-1 facility (or fraction) and common equipment, a 23B (or less, but more than 2)+D or 24B (or less, but more than 2) configuration. The trunks in PRS may be provisioned as In-only with DID, Out-only or Two-way with DID. The T-1 PRS facility has a capacity of 1.544 megabits per second (Mbps).

B (Bearer) Channel

The B-channel carries circuit-switched video communications (when used in conjunction with the D-channel) at speeds up to 64 kbit/s, from the customer's premises, over the loop facility, to the central office.

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D (Delta) Channel

The D-channel carries signaling and/or packet data information, at speeds up to 16 kbit/s on BRS, and signaling only information up to 64 kbit/s for PRS, from the customer's premises to the central office. The D-channel has both data and signaling functionality; it does not have voice capability.

3. TERMS AND CONDITIONS

A. GENERAL

1. The customer or the customer's authorized agent will be responsible for the procurement of associated customer premises equipment (CPE) and will ensure compatibility with the ISDN Service serving the customer.

2. Company shall terminate ISDN Services at the Company network interface.

3. Should any change in inside wiring (including riser cable) not owned by the Company, or CPE, require the Company to redesign ISDN service, the customer shall reimburse the Company for all costs incurred by the Company in making such a change. Should ISDN service fail due to inside wiring (including riser cable) not owned by the Company, CPE, or power failure, the responsibility for failure shall be solely that of the customer and the Company shall have no liability of any kind.

4. The customer is responsible for placement, installation, operation, maintenance, repair and replacement of all inside wire (including riser cable), not owned by the Company, and CPE that the customer uses in connection with this service. Premises wiring and CPE must be compatible with the Company's provision of ISDN Service.

5. If an ISDN Service interruption, disconnection, error, performance failure, or some other out-of-service condition occurs and lasts for more than 24 consecutive hours after the customer gives the Company notice of such out-of-service condition, except for problems caused by the customer's actions, inside wiring (including riser cable), interface, and/or CPE, an out-of-service credit will be applied to the customer's bill. This credit shall be based on a 30 day month and shall be calculated by dividing the monthly rate for the service affected by 30 days and multiplying that daily rate by the number of days, or major fraction thereof (i.e. more than 12 hours), that the service was interrupted. THIS WILL BE THE CUSTOMER'S SOLE REMEDY. THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL CHARGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS.

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(N)

INTEGRATED SERVICES DIGITAL NETWORK

B. AVAILABILITY

1. The rates and charges specified in ISDN Service are applicable only to customers whose serving central office has been identified by the Company as having ISDN available. Customers whose serving central office has not been identified as having ISDN available will have rates and charges determined on an individual case-by-case basis.
2. ISDN Service may be provided to customers from a central office other than their normal serving office depending on available facilities.
3. Service is offered where facilities and equipment are available.
4. Some services are not available or compatible, or both, with ISDN.

C. INDEMNIFICATION

1. It is the customer's responsibility to indemnify and hold harmless the Company against any and all claims, losses, liabilities, damages and lawsuits brought by any person or entity and arising, in whole or in part, out of customer's material breach of this Tariff. Indemnification shall include, but is not limited to, costs and attorney's fees.
2. Customer is responsible for the content of communications. Where customer's negligence or wrongful actions in using inside wire (including riser cable) not owned by the Company, CPE or customer's communications result in any claim or legal action brought by any person or entity, customer shall indemnify and hold the Company harmless.

D. PROTECTION OF THE NETWORK

1. The Company has the right and option, but not the obligation, to check the output of any equipment used in the transmission of signals, to or from the customer premises, for this service. This includes Company provided facilities or other companies' facilities used in connection with provision of ISDN capabilities, such as customer provided equipment.

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SCHEDULE NO. 26

(N)

INTEGRATED SERVICES DIGITAL NETWORK

2. When it detects a problem, the Company will notify the customer of any deviation from the authorized transmissions or specifications established in provision of the service. The Company has no duty to inspect for such unauthorized transmissions or specifications, but may do so from time to time to protect company property.

3. Upon notification by the Company that unauthorized transmissions are present due to customer equipment or facilities, the customer or customer's authorized agent will correct the situation on an expeditious basis or service will be disconnected by the Company to protect the network. THE COMPANY SHALL NOT BE LIABLE FOR AND DISCLAIMS LIABILITY FOR LOSSES WHICH MIGHT BE INCURRED AS A RESULT OF CONNECTING OR DISCONNECTING THE SERVICE AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO SUCH EQUIPMENT OR SERVICE, THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S USE OF OR INABILITY TO USE THIS SERVICE OR EQUIPMENT, EITHER SEPARATELY OR IN COMBINATION WITH OTHER SERVICES OR EQUIPMENT.

E. RATES AND CHARGES1. Standard Charges

Following are the monthly rate and nonrecurring charges for ISDN Service. These rates and charges apply in addition to applicable rates and charges for other services as provided in this and other Company tariffs.

ISDN Service includes a usage allowance of up to 100 hours per month of aggregate usage for circuit-switched voice and circuit-switched data. Additional usage in excess of the 100 hours in a monthly billing period will incur measured usage charges as specified below.

	<u>Nonrecurring</u>	<u>Monthly</u>
a. Basic Rate Service	See Sheet No. 45.4	\$49.95
Usage Charges per Originating or Terminating Minute	N/A	\$.02

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(N)

INTEGRATED SERVICES DIGITAL NETWORK

	<u>Non-recurring</u>	<u>Monthly</u>
b. Primary Rate Service	\$ 750.00	N/A
PRS Access Line	N/A	\$400.00
B Channel, per channel (minimum 3)	N/A	\$15.00
D Channel, per channel	N/A	\$15.00
c. DID Number Charges:	<u>Nonrecurring</u>	
	<u>Charges</u>	
First Group of Station Numbers	\$175.00	
Subsequent Changes	\$25.00	
Recurring DID Number Charges	<u>Monthly</u>	
Station Numbers (each)	\$0.30	
d. In addition, the following applies:		
	<u>Nonrecurring</u>	
	<u>Charges</u>	
Nonrecurring charge for Basic Rate Service initiation and for each miscellaneous change or rearrangement of facilities, per facility	\$50.00	
Nonrecurring charge for each miscellaneous change or rearrangement of PRS facilities after initiation, per facility	\$100.00	

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