

WN U-4 ORIGINAL SHEET NO. 1

TENINO TELEPHONE COMPANY

NAMING RATES FOR

9-1-1 SERVICE

At

BUCODA AND TENINO, WASHINGTON

And

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

Issued: June 28, 2019

Effective: August 1, 2019

Issued by: TENINO TELEPHONE COMPANY

By: Steve Hanson

Title: President

WN U-4 ORIGINAL SHEET NO. 2

TENINO TELEPHONE COMPANY

INDEX PAGE

<u>Title</u>	<u>Sheet No.</u>
TITLE PAGE	1
INDEX PAGE	2
DEFINITIONS	3
RULES AND REGULATIONS	8
GENERAL PROVISIONS	10
ENHANCED 911 SERVICE (SCHEDULE 1)	17

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WN U-4 ORIGINAL SHEET NO. 3

TENINO TELEPHONE COMPANY

DEFINITIONS

The following definitions apply in addition to the definitions contained in the Company's Tariff W. D. P. U. No. 1, which by this reference are incorporated herein. If there is any inconsistency between the following definitions and those contained in the Company's Tariff W. D. P. U. No. 1, the following definitions shall be controlling. As used in this Tariff, defined terms have their respective defined meanings, regardless of whether or not capitalized, unless the context requires otherwise.

E911

Enhanced 911 Service, as described more fully in this Tariff.

911 Call

A call that results when an End User that receives exchange access service from a Company Central Office dials the sequence 9-1-1.

911 Customer

The entity that has ordered 911 Service and to which 911 Service is provided pursuant to this Tariff. Normally, the 911 Customer will be a governmental emergency response agency. Where 911 Service is provided by the Company pursuant to a contractual arrangement with another LEC, both the governmental emergency response agency for whose benefit that contractual arrangement exists and such other LEC shall be deemed to be a 911 Customer for purposes of this Tariff. Where 911 Calls are handled by the Company without an order for 911 Service having been received by the Company, the governmental emergency response agency to which such 911 Calls are routed by the company shall be deemed to be the 911 Customer.

911 Service

Service furnished pursuant to this Tariff. Referred to as E911 or Enhanced 911.

911 Transport

A dedicated circuit between Company central offices or between a Company central office and the facilities of another LEC serving the PSAP for the provision of 911 Service.

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WN U-4 ORIGINAL SHEET NO. 4

TENINO TELEPHONE COMPANY

DEFINITIONS (Continued)

911 Transport Termination

A connection at each end of 911 Transport.

Automatic Location Identification (ALI)

The automatic display at the PSAP of the telephone number, service address and supplementary information with respect to the telephone line from which a 911 Call originates.

Automatic Number Identification (ANI)

A feature by which the calling party's telephone number is forwarded to the 911 Customer's CPE for display.

Caller

An individual who places a 911 Call in an effort to request assistance of a public safety nature.

Central Office (CO)

A facility of the Company or of another LEC that houses switching and trunking equipment that serves telephones in a defined area.

Code Recognition

An attribute that enables a Central Office to recognize and accept 911 calls and to direct such calls to a 911 transport facility or another facility provided by the Company.

Customer Premises Equipment (CPE)

Terminal equipment at the PSAP that receives and/or processes 911 Calls.

Data Base

A collection of information organized in a computer to facilitate rapid search and retrieval. Data bases that may be utilized in the provisioning of 911 Service include the following: ALI; Master Street Address Guide (MSAG); Emergency Service Number; Selective Routing data base; and Subscriber Line Data.

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WN U-4 ORIGINAL SHEET NO. 5

TENINO TELEPHONE COMPANY

DEFINITIONS (Continued)

Data Management System (DMS)

The combination of manual procedures and computer programs used to create, store, manipulate and modify data required to provide selective routing and/or ALI.

Dedicated Circuit

A telecommunications circuit used for one purpose only, e.g., transmission of 911 Calls.

Emergency Service Number (ESN)

A numerical code used to designate a specific Emergency Service Zone (ESZ) and used in some instances to determine call routing. Also see "Emergency Service Zone".

Emergency Service Zone (ESZ)

A defined geographical territory consisting of a specific combination of law enforcement, fire protection, and emergency medical coverage areas. Also see "Emergency Service Number".

End Office

A Central Office from which 911 Calls originate.

Exchange

A defined area, served by one or more telephone Central Offices, within which the Company or another LEC furnishes service.

Interexchange Carrier (IXC)

A person or entity authorized by the Washington Utilities and Transportation Commission to provide interexchange telecommunications service and which is not also a LEC.

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WN U-4 ORIGINAL SHEET NO. 6

TENINO TELEPHONE COMPANY

DEFINITIONS (Continued)

Local Exchange Company (LEC)

An entity duly authorized by the Washington Utilities and Transportation Commission to provide local exchange telecommunications service and that provides 911 Service components, which, together with 911 Service components provided by the Company pursuant to this Tariff, comprise all or part of an end-to-end 911 Service.

Master Street Address Guide (MSAG)

A data base of street names and address ranges within their associated postal communities, defining Emergency Service Zones for 911 Service purposes.

P.01 Grade of Service

A measure of service in which no more than an average of one call in 100 attempts will receive a busy signal during the average busy hour of the busiest season.

PSAP Attendant

A person responsible for answering incoming 911 Calls at a PSAP, determining the action to be taken, and executing the PSAP's procedures in the disposition of such calls.

Public Safety Answering Point (PSAP)

A facility equipped and staffed to receive 911 Calls. A primary PSAP receives the calls directly. A secondary PSAP receives 911 Calls that are relayed or transferred from the primary PSAP.

Public Switched Telephone Network (PSTN)

The totality of equipment, lines and controls assembled to establish telecommunications paths between calling and called parties, where such equipment, lines and controls are used to provide switched telecommunications service for hire by entities authorized by the Washington Utilities and Transportation Commission to operate as telecommunications companies within the State of Washington.

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WN U-4 ORIGINAL SHEET NO. 7

TENINO TELEPHONE COMPANY

DEFINITIONS (Continued)

Reverse Search

A query of the ALI Data Base to obtain electronically the ALI data associated with a known telephone number.

Selective Routing

A feature that permits a 911 Call to be routed to the designated primary PSAP based upon the identified telephone number of the calling party.

Serving Central Office

The Central Office from which a PSAP is served.

Subscriber

A person or entity that orders exchange access line service from the Company or another LEC.

Subscriber Line Data

The telephone number, service address for the telephone line associated therewith, and other supplementary information associated therewith for development and maintenance of ALI and MSAG.

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WN U-4 ORIGINAL SHEET NO. 8

TENINO TELEPHONE COMPANY

RULES AND REGULATIONS

The following Rules and Regulations apply in addition to the Rules and Regulations contained in the Company's Tariff W. D. P. U. No. 1, which by this reference are incorporated herein. If there is any inconsistency between the following Rules and Regulations and those contained in the Company's Tariff W. D. P. U. No. 1, the following Rules and Regulations shall be controlling.

1. Applications for Service.

All applications for 911 Service shall be made in writing. The 911 Customer, or its agent, must provide proof of appointment satisfactory to the Company. By making application for 911 Service, the Customer thereby certifies and warrants to the Company that it is duly authorized by all affected governmental jurisdictions to make such application.

2. Orders to Modify or Discontinue Service.

All orders by the 911 Customer to modify or discontinue 911 Service shall be made in writing. By delivering such an order to the Company, the 911 Customer thereby certifies and warrants to the Company that it is duly authorized by all affected governmental jurisdictions to request such modification or discontinuance. See also Rule and Regulation 6 and Condition 2 in General Provisions of this Tariff.

3. Company Liability.

See Condition 16 in General Provisions of this Tariff. See also Rule and Regulation 16 of the Company's Tariff W. D. P. U. No. 1, which Rule and Regulation is incorporated herein by this reference. The limitations of liability set forth therein apply in addition to the limitations of liability set forth in Condition 16 in General Provisions of this Tariff.

4. Individual Case Basis (ICB) Rates and Charges.

Certain rates and charges set forth in this Tariff are denoted as "ICB". Individual Case Basis (ICB) rates and charges may be established by any of the following methods:

- a. By being set forth in this Tariff;

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WN U-4 ORIGINAL SHEET NO. 9

TENINO TELEPHONE COMPANY

RULES AND REGULATIONS (Continued)

- b. By written instrument signed on behalf of both the Company and the 911 Customer; or
- c. By the Company submitting a quotation of rates and charges to the 911 Customer and the Customer thereafter placing an order with the Company for a 911 Service configuration to which the quotation applied.

Where an ICB rate applies and the ICB rate has been established by the method described under c. above, it may be changed by the Company upon 60 days prior written notice to the 911 Customer. Where an ICB rate applies, the ICB rate has been established by the method described under b. above, and the written instrument setting forth the ICB rate does not specify a mechanism for changing the rate prior to termination of the written instrument, the ICB rate may be changed by the Company upon 60 days prior written notice to the 911 Customer, unless such written instrument expressly provides that the ICB rate shall not be subject to change during the relevant period.

5. Termination or Suspension of 911 Service by the Company.

In addition to the provisions contained in the Company's Tariff W. D. P. U. No. 1, the Company may terminate 911 Service with or without notice in those instances where the Company is providing 911 Service without having received any written order for such service.

6. Termination or Suspension of 911 Service by the 911 Customer.

911 Service furnished pursuant to this Tariff shall not be terminated by the 911 Customer unless 60 days prior written notice of such termination has been delivered to the Company, or unless the terminating 911 Customer or another 911 Customer orders replacement 911 Service covering at least the same geographic area and commencing without any lapse in 911 Service (e.g., conversion from T911 to B911 or E911, conversion from B911 to E911).

911 Service shall not be temporarily terminated or suspended by the 911 Customer.

See also Rule and Regulation 2.

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WN U-4 ORIGINAL SHEET NO. 10

TENINO TELEPHONE COMPANY

GENERAL PROVISIONS

APPLICABILITY

The provisions, terms and conditions set forth in this Schedule apply to all services offered by the Company pursuant to this Tariff.

DESCRIPTION OF SERVICE

The 911 Service offered under this Tariff is available in the territory served by the Company, as shown on its Exchange area map(s), filed as a part of its Tariff W. D. P. U. No. 1.

911 is the three-digit telephone number designated as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue and other emergency services.

When an end user served by an exchange access line to which E911 Service is provided dials 9-1-1, the call will be routed to a dedicated 911 trunk that normally connects either directly or indirectly with a PSAP. E911 includes certain special features, including ANI and, if the PSAP procures such services from the Company or another Company-authorized source, ALI. With respect to telephone lines served by the Company, ALI normally consists of providing to the PSAP what is shown in the Company's records as the service address of the calling station, together with certain other information pertaining to the calling station.

CONDITIONS

1. The Company shall not be required to provide to any 911 Customer with 911 Service covering less than an entire Central Office serving area.
2. All 911 Customer orders for 911 Service shall be submitted to the Company in writing. When a 911 Customer places, modifies or cancels an order for 911 Service offered by this Tariff for a specific geographic area or Central Office service area, such action shall constitute a representation and warranty by the 911 Customer that it is duly authorized by law and by all other governmental and/or emergency assistance agencies having an interest therein to take such action. If more than one 911 Service Customer orders 911 Service for the same geographic area, it shall be the responsibility of the potential 911 Customers to resolve the jurisdictional dispute.

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WN U-4 ORIGINAL SHEET NO. 11

TENINO TELEPHONE COMPANY

GENERAL PROVISIONS (Continued)

3. The Company does not answer 911 Calls, transmit 911 messages or requests for assistance, or dispatch or provide emergency assistance in response to any 911 Call, but only furnishes the use of its facilities to enable the 911 Customer's PSAP personnel to receive 911 Calls.
4. There will be no per call charge to the Caller for originating a 911 Call.
5. When calling 911, the calling party waives all privacy rights, if any, applicable to the telephone number and service address of the station from which the 911 Call is placed. Such waiver applies not only to the calling party, but also to any other person or entity having, or claiming to have, any such privacy rights.
6. Proper routing of 911 Calls originating from any of the following services or locations cannot be assured, nor can the completeness or accuracy of the ANI and ALI information provided with respect to calls originating at such services or locations be assured:
 - Private Branch Exchange
 - Private Shared Network
 - Off-Premises Extension Station or Off-Premises Termination
 - Foreign Exchange Service
 - Mobile Telephone Service or Mobile Telephone Access Service
 - Marine Radiotelephone Service
 - Cellular Telephone Service
 - Any other source that is not an exchange access line to which the Company provides dial tone from one of its Central Offices, and any other station location not established by the Company
7. All service offerings made by this Tariff are subject to the availability of suitable facilities.
8. 911 Service is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls are allowed only on a transfer basis using Selective Routing.

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WN U-4 ORIGINAL SHEET NO. 12

TENINO TELEPHONE COMPANY

GENERAL PROVISIONS (Continued)

CONDITIONS (Continued)

9. Rates charged for 911 Service include inspection and monitoring normally provided by the Company with respect to the types of Company-provided facilities utilized (e.g., Dedicated Circuits or PSTN) to discover errors, defects and malfunctions in the Company's facilities, but do not include any additional inspection or monitoring. If available, the Company may provide additional inspection and monitoring of facilities for an additional charge upon 911 Customer request or as required by any rule or regulation promulgated by the Washington Utilities and Transportation Commission.
10. The 911 Customer is responsible for the overall adequacy of the 911 Service configuration ordered by it. The 911 Customer must purchase 911 Service elements and facilities offered by this Tariff sufficient to maintain at least a P.01 Grade of Service for 911 Calls originating in each Company Central Office. A minimum of two (2) dedicated 911 circuits shall be ordered between each End Office and the PSAP Serving Central Office or between each End Office and the 911 control office. This requirement may be waived by the Company when an End Office is a remote switch served by a Company-owned host switch. The 911 Customer shall order diversity for the routing of 911 circuits whenever such diversity is available. Additional charges for diversity may apply pursuant to Special Construction tariffs or be determined on an Individual Case Basis (ICB).
11. 911 Service is not a replacement for a telephone number for the PSAP. Each PSAP to which 911 Calls originating in the Company's Exchanges are forwarded shall have at least one 10-digit unlisted, and one 10-digit listed, number available at all times. Specific services offered by this Tariff may have additional requirements relating to PSAP numbers.
12. CPE must be compatible with the service and interface standards of the Company, must comply with applicable Federal Communications Commission requirements, and must comply with the Company's restrictions on the connection to its facilities of non-Company provided equipment, as set forth in its Tariff W. D. P. U. No. 1.
13. The 911 Customer shall promptly notify the Company in the event that any 911 Service furnished by it is not functioning properly.

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WN U-4 ORIGINAL SHEET NO. 13

TENINO TELEPHONE COMPANY

GENERAL PROVISIONS (Continued)

CONDITIONS (Continued)

14. It is the responsibility of the 911 Customer to handle all 911 Calls that originate in the Company's Exchanges and are delivered to the 911 Customer, or that do not originate in the Company's Exchanges but are delivered to the 911 Customer by the Company, regardless of whether the calling location is within or without the 911 Customer's jurisdiction. The 911 Customer shall perform these responsibilities 24 hours per day, every day.
15. The 911 Customer shall use the services it receives pursuant to this Tariff, and shall handle 911 Calls that either originate in the Company's Exchanges or are delivered to it by the Company, only in accordance with applicable local, state and federal statutes, ordinances, rules and regulations.
16. The liability of the Company, its officers, directors, employees and agents with respect to 911 Service is limited in accordance with the following:
 - A. The Company, its officers, directors, employees and agents shall not be liable for civil damages caused by any act or omission of the Company, its officers, directors, employees or agents in the:
 1. Good-faith release of information not in the public record, including unpublished or unlisted Subscriber information to emergency service providers responding to calls placed to a 911 Service, or
 2. Design, development, installation, implementation, maintenance, or provision of 911 Service or 911 emergency communication systems other than an act or omission constituting gross negligence or wanton or willful misconduct.
 - B. The liability of the Company, its officers, directors, employees and agents for civil damages to the 911 Customer or to any other person or entity for interruption or failure of 911 Service (or components thereof) shall be limited by the terms set forth in this Condition 17 and by the terms set forth in any sections of any other tariffs which may apply to the provision of 911 Service (or components thereof) by the Company.

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WN U-4 ORIGINAL SHEET NO. 14

TENINO TELEPHONE COMPANY

GENERAL PROVISIONS (Continued)

CONDITIONS (Continued)

- C. Neither the Company, nor any of its officers, directors, employees or agents, shall be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation or other entity for any loss or damage caused by any act or omission of the Company, its officers, directors, employees or agents, in the design, development, installation, testing, maintenance, supervision or provision of 911 Service other than an act or omission constituting gross negligence or wanton or willful misconduct.

Except for Company acts or omissions constituting gross negligence or wanton or willful misconduct, the Company's liability to any person, corporation or other entity for any loss or damage shall not exceed an amount equal to the prorated portion of the Company's applicable rates for the 911 Service or facilities provided by the Company to the 911 Customer for the time such interruption to service or facilities continues, after notice by the 911 Customer to the Company. No allowance shall be made if the interruption is due to the negligence or wanton or willful act or omission of the 911 Customer.

- D. To the maximum extent permitted by law, the 911 Customer shall indemnify and hold harmless the Company, its officers, directors, employees and agents, from any and all claims, damages, or other injuries which may be asserted by any person, corporation or other entity against the Company, its officers, directors, employees and/or agents (1) as a result of any act or omission of the Company or the 911 Customer or any of their respective employees, directors, officers, or agents, except acts or omissions of the Company, its officers, directors, employees and/or agents constituting gross negligence or willful or wanton misconduct, in connection with designing, developing, implementing, maintaining or operating the 911 Service (or any component thereof), or (2) for releasing Subscriber information, including non-published or unlisted information, in connection with the provision of 911 Service unless such release is made in bad faith by the Company, its officers, directors, employees or agents.

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WN U-4 ORIGINAL SHEET NO. 15

TENINO TELEPHONE COMPANY

GENERAL PROVISIONS (Continued)

CONDITIONS (Continued)

- E. Except for Company acts or omissions constituting gross negligence or wanton or willful misconduct, neither the Company, nor any of its officers, directors, employees or agents, shall be liable or responsible for any indirect, incidental, or consequential damages associated with the offering, provision, failure, interruption or impairment of 911 Service (or any component thereof). The rates and charges at which 911 Service (or any component thereof) is offered or provided have been established expressly in reliance upon this limitation of liability.
- F. The Company, and its directors, officers, employees and agents, shall not be liable or responsible for any damage arising from any cause whatsoever or any indirect, incidental or consequential damages associated with the provision of 911 Service when any 911 Call originates from a service, line, trunk, system or location which makes the provision of accurate or specific location information impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide Subscriber Line Data or ANI associated with any of the services, lines, trunks, systems or locations identified in Condition 6 of this Tariff.
- G. The Company accepts no responsibility for obtaining Subscriber record information from private telecommunications systems, such as PBXs or shared tenant services, except to the extent that such information is provided to the Company by the person or entity owning or managing such private telecommunications system and being the Company's Subscriber of record with respect thereto. Where applicable to the type of 911 Service being provided, the Company will integrate any such records furnished to it by such Subscriber in a Company-standard format for inclusion in a 911 Data Base. However, by doing so, the Company makes no representation or warranty regarding the accuracy or completeness of the data furnished to it by such Subscriber and shall not be liable or responsible to any person, corporation, or other entity for any damages, of whatever nature or description, arising from any inaccuracy or incompleteness of such data or for any indirect, incidental, or consequential damages associated with the provision of such data or the inclusion of such data in any 911 Data Base.

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TENINO TELEPHONE COMPANY

GENERAL PROVISIONS (Continued)

CONDITIONS (Continued)

- H. Neither the Company, nor any of its officers, directors, employees or agents, shall be liable or responsible for any direct, indirect, incidental, or consequential damages associated with the offering or provision of 911 Service when there is a failure, interruption or impairment of 911 Service (or any component thereof) due to either (1) the attachment of any equipment by a Customer or Subscriber to Company facilities or (2) a failure, impairment or interruption in any facilities provided by any person or entity other than the Company.
 - I. Except for Company acts or omissions constituting gross negligence or wanton or willful misconduct, neither the Company, nor any of its officers, directors, employees or agents, shall be liable for any mistakes, omissions, interruptions, delays, errors, defects or data errors in transmission or service caused or contributed to by the negligence or willful act or omission of any person other than the Company, or arising from the use of customer-provided facilities or from the use of services or facilities of any other telecommunications company.
 - J. 911 Service (and each component thereof) is offered and provided solely for the benefit of the 911 Customer operating the Public Safety Answering Point (PSAP). The offering and/or provision of 911 Service by the Company shall not be interpreted, construed or regarded as being for the benefit of, or creating any obligation of the Company, its officers, directors, employees or agents toward, any person or entity other than the 911 Customer, either expressly or by implication. The tort liability, if any, of the Company, its officers, directors, employees and agents, to any third party shall be limited to instances in which the Company's conduct constitutes gross negligence or wanton or willful misconduct.
 - K. In the event that any portion of this Condition 16 is determined by any Court or other lawful authority to be unlawful, then such portion shall be deemed reformed to the minimum extent necessary to cure its unlawfulness, and the remainder of this Condition 16, together with the portion so reformed, shall remain in full force and effect.
17. Prior to dispatch, the PSAP Attendant shall attempt to obtain the location of the incident from the Caller. The address information maintained by the Company may not be the actual location of the Caller's need.

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TENINO TELEPHONE COMPANY

SCHEDULE 1

ENHANCED 911 SERVICE (E911)

APPLICABILITY

The rates, charges, terms and conditions set forth in this Schedule apply in the Company's Tenino and Bucoda Exchanges.

DESCRIPTION OF SERVICE

When an end user served by an exchange access line to which E911 Service is provided dials 9-1-1, the call will be routed to a dedicated 911 trunk that normally connects either directly or indirectly with a PSAP. E911 includes certain special features, including ANI and, if the PSAP procures such services from the Company or another Company-authorized source, Automatic Location Identification ("ALI"). With respect to telephone lines served by the Company, ALI normally consists of providing to the PSAP what is shown in the Company's records as the service address of the calling station, together with certain other information pertaining to the calling station.

The Company's offering of E911 Service is limited to 911 Code Recognition, 911 Transport, 911 Transport Termination, and the provision of Subscriber Line Data for inclusion in the MSAG, ALI and Selective Routing Data Bases.

At the Company's option, it may provide redundancy through Session Initiation Protocol (or SIP) trunking.

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WN U-4 ORIGINAL SHEET NO. 18

TENINO TELEPHONE COMPANY

SCHEDULE 1 (Continued)ENHANCED 911 SERVICE (E911) (Continued)RATES AND CHARGES

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
1. Call Origination Functions		
a. 911 Code Recognition/ANI	\$ ICB	\$.12*
2. 911 Transport and Transport Termination		
a. LEC-provided Dedicated Circuit	See Condition 8.	
b. IXC-provided Dedicated Circuit	See Condition 9.	
3. Subscriber Line Data	\$ ICB	\$.24*

* The recurring rate is per access line and will be assessed for the number of access lines in service on December 31st of the prior year.

** The recurring rate is per 911 Transport Dedicated Circuit (LEC-provided and/or IXC-provided).

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TENINO TELEPHONE COMPANY

SCHEDULE 1 (Continued)

ENHANCED 911 SERVICE (E911) (Continued)

CONDITIONS

1. The 911 Customer shall not conduct any Reverse Search, nor permit any other person or entity to perform a Reverse Search by means of the Customer's access to the ALI Data Base, other than as specifically authorized by WAC 480-120-452.
2. E911 information consisting of the names, addresses, and/or telephone numbers of Company customers whose listings where such information is not published in Company-issued directories or listed in directory assistance, is confidential.
3. The Company will build and maintain the MSAG file for telephone numbers served by it in concert with the 911 Customer, utilizing standard service addresses (i.e., house numbers, street names, and postal communities).
4. The rates and charges for E911 Service are based upon utilizing standard service addresses (i.e., house numbers, street names, and postal communities) in populating the DMS (Data Management System). The use of addressing which is not in this format will be at rates and charges established on an Individual Case Basis (ICB).
5. Routine changes to Subscriber Line Data for MSAG or ALI updating will be furnished within two business days of receipt. Special or large volume changes and annexations may require more than two business days. Charges for customer-initiated changes and rearrangements affecting the Subscriber's service address and MSAG/ALI Data Base records (e.g., street name and number changes, Emergency Services Zone and name change, jurisdictional boundary changes and rearrangements, etc.) other than those processed in normal updates, will be based upon the actual cost for such changes and rearrangements. In such cases, a valid comparative listing of changes must be supplied by the 911 Customer providing direct and individual references to existing designations.
6. Upon request by the 911 Customer, the Company will maintain a table of Emergency Service Numbers (ESN). Customer requested changes to the ESN table will be charged at actual cost.

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WN U-4 ORIGINAL SHEET NO. 20

TENINO TELEPHONE COMPANY

SCHEDULE 1 (Continued)

ENHANCED 911 SERVICE (E911) (Continued)

CONDITIONS (Continued)

7. In order for E911 Service to be provided with respect to any Central Office served by the Company, the 911 Customer must order from the Company E911 Code Recognition/ANI and the provision of Subscriber Line Data. The 911 Customer must also order, either from the Company, from another LEC or from an Interexchange Carrier dedicated channels connecting the Company's Central Office directly with the PSAP, or, where suitable facilities exist, with the Central Office serving the PSAP or the 911 control office. Such transport facilities shall consist of not fewer than two end-to-end voice grade non-switched channels per Company End Office. This requirement may be waived by the Company when an End Office is a remote switch served by a Company-owned host switch.
8. Where the necessary dedicated channels are provided entirely by the Company and one or more other LECs and are not ordered by the 911 Customer from any IXC, the rates and charges payable by the 911 Customer to the Company for the portion of such channels furnished by the Company will be determined on the basis of the Company's Washington intrastate Special Access tariffs. The rates and charges of such other LEC (s) will apply in addition to those of the Company.
9. Where the necessary dedicated channels are ordered by the 911 Customer from an IXC, the rates and charges of that IXC shall apply, and the Company shall be paid by the IXC for the Company's provisioning of such channels at the rates and charges set forth in the Company's Washington intrastate Special Access tariffs.

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