

WN U-5      SUBSTITUTE ORIGINAL SHEET NO. 3

PIONEER TELEPHONE COMPANY

DEFINITIONS

The following definitions apply in addition to the definitions contained in the Company's Tariff WN U-3, which by this reference are incorporated herein. If there is any inconsistency between the following definitions and those contained in the Company's Tariff WN U-3, 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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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 WN U-3, 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.

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

See also Rule and Regulation 2.

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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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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 WN U-3.
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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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 16 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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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 (above) 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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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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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, below.	
	b.     IXC-provided Dedicated Circuit	See Condition 9, below.	
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. This rate element is subject to a minimum monthly charge of \$50.00.

\*\*    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. This rate element is subject to a minimum monthly charge of \$100.00.

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