

WN U-4 SUBSTITUTE 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.

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

See also Rule and Regulation 2.

Issued: June 28, 2019

Effective: August 1, 2019

Issued by: TENINO TELEPHONE COMPANY

By: Steve Hanson

Title: President

WN U-4 SUBSTITUTE 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 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.

Issued: June 28, 2019

Effective: August 1, 2019

Issued by: TENINO TELEPHONE COMPANY

By: Steve Hanson

Title: President

WN U-4 SUBSTITUTE 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, above.

- 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.

Issued: June 28, 2019

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