



# **BROADBAND SERVICE POLICIES**

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## Table of Contents:

APPLICABILITY OF POLICIES .....	3
DEFINITION OF TERMS .....	4
QUALIFIED ISP ELIGIBILITY & APPLICATION PROCESS.....	6
Insurance Requirements.....	6
Core Network Diagram & Description.....	7
Open Access Provider Agreement.....	7
SERVICE STANDARDS.....	8
COMMUNICATIONS TRANSPORT SERVICE (CTS) PRODUCTS.....	9
Available CTS Products .....	9
SPECIAL CTS Products.....	9
CHARGES AND BILLING FOR CTS .....	10
COLLOCATION .....	12
Floor Space Lease .....	13
Power, Generator, Battery Reserve .....	13
Relocation.....	13
SERVICE AREAS & REQUESTS.....	13
Funded Project Areas .....	13
Unfunded Project Areas .....	14
Service Requests.....	14
FACILITIES AND FIBER LINE EXTENSION STANDARDS .....	15
RESPONSIBILITY FOR MAINTENANCE AND REPAIRS .....	16
Trouble Reporting and Resolution .....	16
Alarms.....	17
Notice Of Work Affecting Equipment.....	17
Escalation.....	17
SERVICE LIMITATIONS AND TERMINATION .....	18

## APPLICABILITY OF POLICIES

JPUD provides broadband services and facilities in accordance with the provisions of RCW 54.16.330. JPUD reserves the right to discontinue any service provided at any time due to failure to comply with policies. Service also may be disconnected by JPUD at any time to prevent fraudulent use or to protect its property.

JPUD may provide contracts to individuals or business on an individual case basis that may contain different terms and conditions than those set forth in these Broadband Service Policies. Contracts offered on an individual case for amounts exceeding \$5,000 per month will be approved by JPUD's Board of Commissioners, as well comply with RCW 54.16.330 regarding non-discriminatory or preferential rates, terms, and conditions.

Public Utility District No. 1 of Jefferson County (JPUD)'s Broadband Service Policies are subject to revision by the Commissioners from time to time as determined to be in JPUD's best interests.

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## DEFINITION OF TERMS

**Active Connection:** Powered connection over a single fiber optic cable between electronics on the premises of an End User and JPUD OLT or core router.

**Broadband:** Internet services delivered over a wired connection exceeding 100 Mbps down and 20Mbps up.

**BDC:** Broadband Data Collection

**Carrier:** Private commercial telecommunications provider operating across county, state, or national boundaries.

**Commission:** The elected Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington.

**Core Network:** The routers and switches and OLTs are used to aggregate and transmit data between the Data Centers and the Nodes.

**CPE:** Customer Premises Equipment. Typically refers to optical modem equivalent and or WiFi router.

**CTS:** Communications Transport Service. The act of sending digital information across a physical network.

**Customer:** A person or entity that enters into an agreement with JPUD to purchase services. The term is inclusive of both retail and wholesale customers.

**Data Center:** Buildings or rooms used by JPUD to house core routers and connections to internet.

**Demarcation Point:** The designated connection point at which JPUD's facilities end. The final location of the Fiber Demarcation Point shall be determined exclusively by JPUD. JPUD devices will, to the extent feasible, be installed only in locations that allow free and safe access for installing, removing, and testing. Typically, Demarcation Points are either the End User Port or the fiber terminus.

**End User:** A person or entity using the internet services received over JPUD's Broadband Network.

**End Point:** Refers to the location and electronics on the outer edge of JPUD's network where the transport user (a customer or End User) receives a connection from or via the network provider (JPUD)

**Facilities:** Refers to lines, conduits, ducts, poles, wires, cables, crossarms, receivers, transmitters, instruments, machines, appliances, instrumentalities and all devices, real estate, easements, apparatus, property, and routes used, operated, owned, or controlled by JPUD to facilitate the provision of telecommunications or broadband services.

**Gov (Government):** Refers to service intended for public agencies. Public agency by WA State RCW 39.34.030 as “any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state.

**Internet Access:** connection to the internet via a port in JPUD’s Core Network.

**ISP:** Internet Service Provider

**JPUD:** Jefferson County Public Utility District or "District."

**Line Extension:** The construction and installation of JPUD owned fiber optic cable connecting JPUD facilities to End User facilities or premises.

**Legacy Network:** Refers to connections established prior to June 2023 and serviced by JPUD’s Juniper Core Router.

**MRC:** Monthly Recurring Charge. Billed every month.

**MTU:** Multiple Tenant Unit refers to a property owned or operated by one party who rents or leases offices or units to additional individuals, businesses, or entities on one parcel of land.

**Network Transport:** infrastructure that provides connectivity and bandwidth for customer services and is characterized by the ability to support server layer provisioning and engineering.

**Node:** In JPUD Network, Node refers to outdoor network enclosures containing network electronics and equipment used to connect JPUD Data Centers with End Users in a remote area.

**NRC:** Non-Recurring Charge. One-time fee.

**OLT:** Optical Light Terminal. Refers to network equipment used to connect End User equipment to Core Network.

**ONT:** Optical Network Terminal. The fiber equivalent of a modem.

**Open Access:** CTS over facilities owned by one party, but open for use by other parties that agree

to service terms that do not prohibit competition and instead create multiple service options for the End User.

**Premises:** A house or building and the land on which it is built.

**PON:** Passive Optical Network (PON) refers to CTS delivered over fiber optic cable that originates from a single port but can be split up to 64 times before being delivered to the End User.

**Retail:** Service provided directly to the End User by JPUD. May be residential or commercial.

**Splice Point:** A location where a fiber has been designated as available for physical connection via fiber optic fusion splice. May be located in a splice case, pedestal, or splitter cabinet.

**Wholesale:** Service provided by JPUD to an ISP for resale to an End User.

## **QUALIFIED ISP ELIGIBILITY & APPLICATION PROCESS**

JPUD will provide available Broadband Services over its Open Access Network to any and all Internet Service Providers (ISPs) who meet and abide by JPUD's qualifications and agreements. To be qualified, an ISP must submit a completed Network Access Application or Renewal form along with the associated Network Access Fee, as well as sign and return the Open Access Provider Agreement. The Network Access Application shall be located under the Broadband tab on JPUD's website: [jeffpud.org](http://jeffpud.org). The Open Access Provider Agreement will be issued once the completed form and associated fee have been received and processed.

Incomplete Network Access Applications will not be processed. The following items must be included in the application to be processed:

- A. Proof of insurances (more info in following section)
- B. UBI Number.
- C. 24/7 365 technical customer support ability (provide local access number(s)).
- D. ISP Core Network Diagram & Description.
- E. 3 References (preferably existing customers or other Open Access Network Operators.)

### **Insurance Requirements**

Proof of Insurance must be in place and submitted to JPUD before the ISP can connect to the network. Insurance provides protection against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the ISP, its agents, representatives, employees, or subcontractors. Any payment of deductible or self-insured retention shall be the sole responsibility of the ISP. Insurance coverage must be maintained for as long as the ISP is providing services using JPUD fiber network. The ISP shall

provide JPUD with a copy of the endorsement every time a policy is renewed or modified so that JPUD always has the most current policy on file. Failure to provide current insurance coverage will result in termination. ISP shall provide a Certificate of Insurance which shall include the following:

- Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation insurance at the limits established by the State of Washington.
- Commercial General Liability insurance written on an occurrence basis with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury, bodily injury, and property damage. JPUD shall be named as an additional insured on the insurance policy, with respect to work performed by or on behalf of the ISP, and a copy of the endorsement naming JPUD as additional insured shall be attached to the Certificate of Insurance. The ISP's insurance shall be primary insurance with respect to JPUD and JPUD shall be given thirty (30) days prior written notice of any cancellation, suspension, or material change in any coverage.

### Core Network Diagram & Description

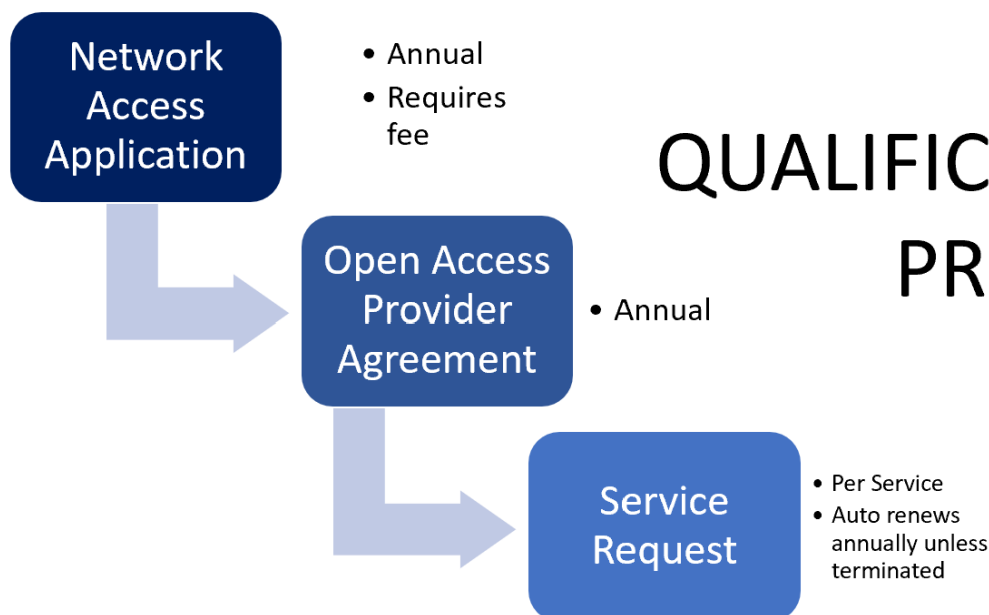
In order to assure that ISPs have ability to provide high quality and reliable service to End Users over JPUD's network, applicants are asked to provide a detailed network diagram depicting the core and distribution layers to include all upstream internet sources. Please identify any hardware, services, and network redundancies.

### Open Access Provider Agreement

Upon successful completion of Network Access Application and payment of all related charges, JPUD shall issue the Open Access Provider Agreement to the qualified ISP. Following email confirmation to the ISP that JPUD has received the completed and countersigned OAPA, the ISP may begin submitting Service Requests to JPUD. JPUD has no obligation to process any Service Requests from ISPs who do not have a valid OAPA. The OAPA expires on the 31<sup>st</sup> of January of every calendar year. A new OPAPA will be issued upon receipt and processing of the annual Network Access Application Renewal Form and associated fee. No new service requests will be processed until a valid OAPA is in place.

# ISP

# QUALIFICATION PROCESS



## SERVICE STANDARDS

It is the policy of JPUD to provide access to Broadband Services over its Open Access Network to any and all eligible utility customers within its electric service territory, provided such access is feasible, economically justifiable, environmentally sound (or desirable), and complies with the applicable service extension conditions. To support End Users in having access to high quality broadband services, service over JPUD's Open Access Broadband Network must meet or exceed the following standards:

- Bandwidth

Unless otherwise indicated, service speeds over the shared network must always be provided at a minimum of 75% of advertised bandwidth. Throttling or extreme saturation that prevents an End User from achieving a bandwidth equal to at least 75% of the advertised speed is not permitted. End User must be given access to internet speed tests, noting that JPUD does NOT accept broad internet speed tests. Network congestion events on the JPUD residential network will not be factored into this measurement.
- Uptime

Service must be available 99.9% of the time (three nines). A downtime of more than 9 hours over the course of a year is unacceptable. Outages do not include planned maintenance or JPUD outages affecting the connection to an End User. Force majeure occurrences will be dealt with on a case-by-case basis.



- Responsiveness  
End Users are required to be able to contact their service provider 24 hours per day, 7 days a week, 365 days a year. The end user must have access to expected response times Monday-Friday 9-5 and after hours, weekends and holidays.
- Net Neutrality  
JPUD and ISPs will operate a net neutral network; and will treat all data on the Internet the same, and not discriminate or charge differently by user, content, website, platform, application, type of attached equipment, or method of communication.
- Data Caps  
JPUD prohibits the imposition of data caps on End Users.
- Privacy  
JPUD and ISPs will protect all End User data and will not share End User data without written consent from the End User.

## COMMUNICATIONS TRANSPORT SERVICE (CTS) PRODUCTS

### Available CTS Products

Readily available Broadband Services from JPUD are listed on its Schedule of Rates and Charges for Broadband Network Services and are described in detail below. JPUD reserves the right at its sole discretion to discontinue services listed in the Schedule at any time.

### SPECIAL CTS Products

#### Legacy Active Ethernet Network Residential/Small Business Service Rates

For existing residential and small business active ethernet connections running over JPUD's legacy core network. Charged per end user. No new connections available. To be phased out.

#### Legacy Active Ethernet Network Transport Rates

For existing commercial, enterprise, government, institutional or carrier communication transport service via active ethernet running over JPUD's legacy core network. Charged per end user. No new connections available. To be phased out.

Dark Fiber: Dark Fiber lease is no longer offered by JPUD.

Other Services: Other CTS not listed above may be available on a case-by-case basis as determined by Broadband network staff. Contact staff at [broadband@jeffpud.org](mailto:broadband@jeffpud.org) for more information. A supplementary contract not covered by the OAPA may apply.

## CHARGES AND BILLING FOR CTS

The Schedule of Rates and Charges for Broadband Network Services is adopted in public session by JPUD's elected three-member Commission. The Commission may revise the rate schedule from time to time and at any time. Public input is always welcome. Copies of the current rate schedules are available on JPUD's website [jeffpud.org](http://jeffpud.org) and are also available upon request. Billing and Collections practices are governed by JPUD's Customer Service Policy. The following are a list of billing methods and charges for certain services offered by JPUD:

### PON Connections

Advertised internet speeds are the maximum available speeds at the ONT port on the End User's premises. On the PON network, internet bandwidth is delivered over a shared connection, generally in a 1 x 32 split. Time of day, network utilization, congestion and other factors may cause reductions in available speeds at the port. JPUD provisions the port at the speed requested by the ISP in the Service Order. Billed at a flat rate.

### Network Transport

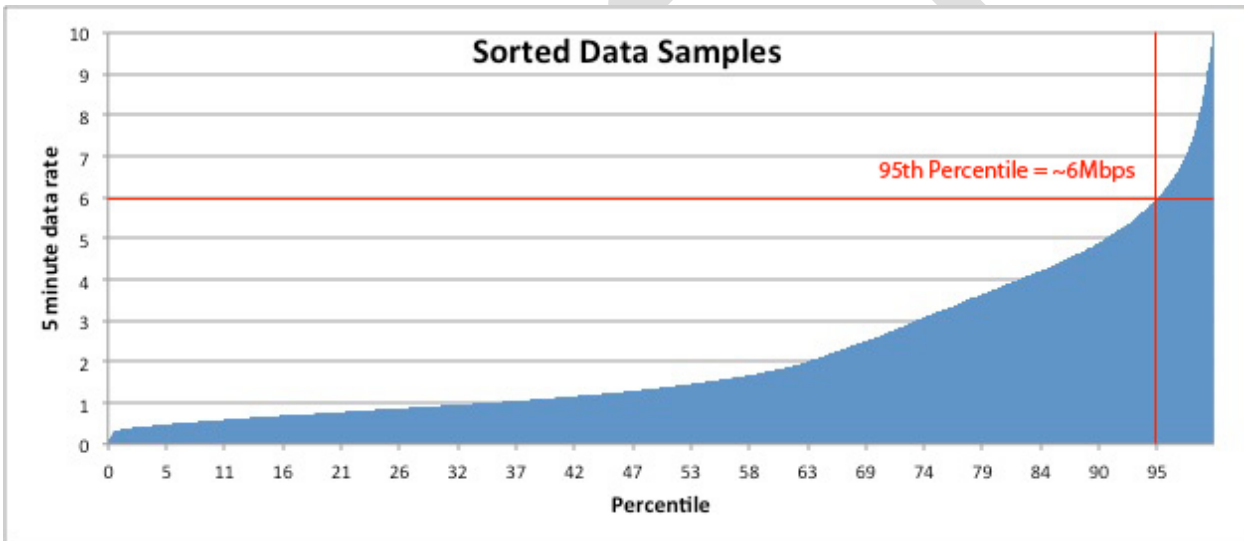
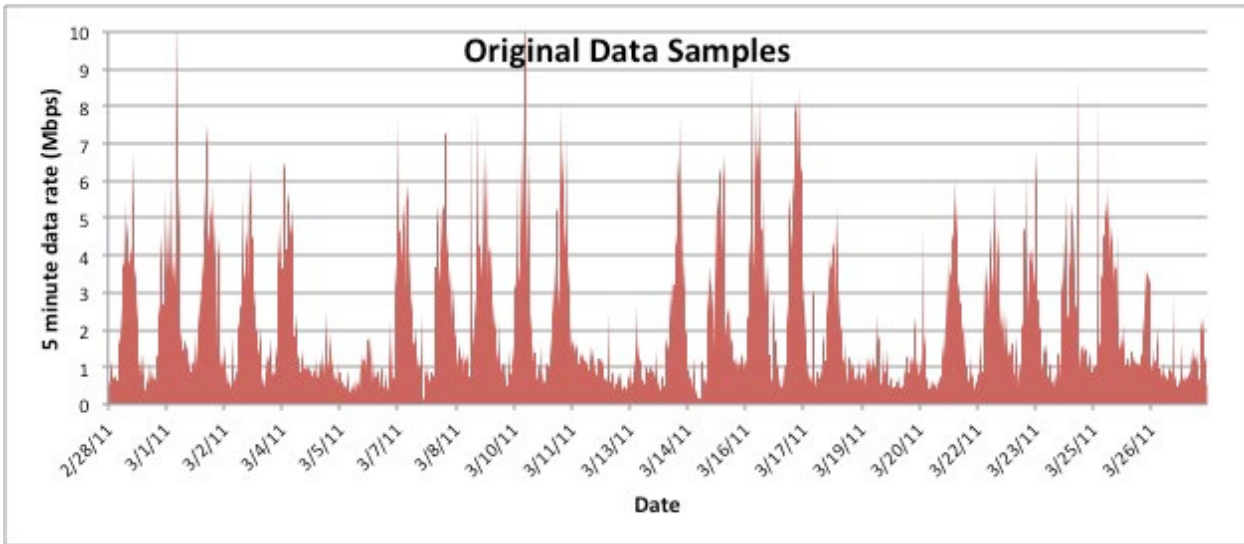
Billed at a flat rate per connection AND per end point. Data usage is not measured for billing purposes over this connection.

### Dedicated Internet Access

Billed per megabit per second at the corresponding published rate. Data usage is preset to the nearest 100 Mbps.

### Metered Internet Access

Unlike other Broadband Service Rates, Metered Internet Access rates are variable, and based on measurement of bandwidth consumed. The method of measurement is known as Burstable Billing. Over the course of the billing period, ISP data usage, measured in Mbps, is recorded in 5-minute intervals. At the end of the month these bandwidth recordings are sorted highest to lowest and the highest 5% of the samples are removed. The ISP is then billed at the value on the published rate table that falls at the 95<sup>th</sup> percentile of bandwidth used. A similar but separate table is used for the Aggregation Port with JPUD Internet product.



Engineering NRCs

One-time fees for JPUD labor to program requested CTS products. Includes but not limited to: VLANs, QinQ, MPLS, or other Layer 2 or 3 implementations. Engineering NRC is required for all Network Transport and Internet Access products. Also required for MTUs.

Low Income Discount Requirement

Pursuant to RCW 74.38.070, JPUD offers reduced utility rates for low-income citizens. Qualifying End Users shall meet JPUD’s Low Income or Senior Discount qualifications. JPUD will verify that the End User meets the qualifications and will apply the Low-Income Discount to the End User Port Charge. Qualified ISPs are required to pass on the discount to eligible End Users. Qualified ISPs are strongly encouraged to match JPUD’s discount with their own. JPUD may verify and confirm that program guidelines are being met. Periodic recertification is required for program eligibility. The ISP must notify JPUD when the account changes names.

### Legacy Active Ethernet Services

Flat rate per end user with corresponding rate schedules for service with JPUD internet or without JPUD internet.

In all cases, if there is any conflict between the list of products in the Broadband Service Policies and the Commission adopted Schedule of Rates and Charges, the Schedule of Rates and Charges shall govern.

## **COLLOCATION**

Qualified ISPs can collocate facilities in core JPUD offices, and JPUD will make a fiber connection between JPUD Core and the ISP connection point within the collocation facility. The ISP will be charged the applicable rates per the Schedule of Rates and Charges. ISPs must arrange for fiber transport to meet at JPUD's collocation facility.

Should the ISP elect to collocate in JPUD Core office, the following terms and conditions apply:

- ISP and JPUD will work together to develop a mutually agreeable implementation schedule for placing the ISP equipment, and the parties agree to work together, in good faith, in the future as needed to maintain the arrangement, as appropriate.
- JPUD shall be responsible for maintaining its central office space in good working order to maintain reliable operations.
- ISP is responsible for maintenance of its electronics inside the collocation facility. A contract for JPUD to perform minor tasks such as changing a bad card, for a fee, may be requested by the ISP.
- JPUD shall provide and maintain a twenty-four hour a day, seven day-a-week contact number for ISP to report Services troubles and equipment/Network alarm conditions. JPUD shall furnish ISP with a personnel contact list to be utilized when trouble report resolution needs to be escalated.
- JPUD and ISP shall furnish each other with their respective lists of personnel authorized to receive and issue trouble reports. Each party shall maintain the capability to accept, process and dispatch personnel on trouble reports, without delay after the performance of appropriate tests and attempts to isolate the trouble remotely. If testing and remote trouble isolation procedures are ineffective, each party will assist the other in efforts to isolate the trouble.
- Intrusive Maintenance, which requires service down time, will normally be performed during off peak hours, defined as midnight to 6:00 AM. JPUD and ISP will mutually agree to

a "Maintenance Window", usually in low traffic periods, to perform this work. Each party will notify the other by telephone or email at least five (5) calendar days prior to commencing any such scheduled maintenance work. The ISP will provide a contact name and telephone number to coordinate the end of such activity. JPUD personnel shall notify ISP by telephone upon completion of such scheduled Maintenance work.

### Floor Space Lease

ISP shall be responsible for and pay for the installation and arrangement of its electronics at any JPUD location, and continuing use, and shall enter into a lease agreement with JPUD.

This lease shall include reasonable access to the core office by the ISP for purposes limited to the installation, removal, maintenance, repair, and inspection of the equipment. JPUD will require that any ISP staff be accompanied by a JPUD staff person. After-hours rates will apply per the Schedule of Rates and Charges for any access needed after working hours. ISP shall pay a monthly fee for collocation based upon the Schedule of Rates and Charges.

### Power, Generator, Battery Reserve

JPUD shall maintain and make available for the operation of the ISP electronics a standby emergency generator, provided that JPUD's emergency generator may be portable rather than a permanent standby. The collocation space is equipped with an AC power transfer switch and an emergency generator plug. JPUD shall also maintain a minimum battery power reserve of eight hours.

### Relocation

Unless the circumstances make such notice impracticable, JPUD shall give ISP at least 90 days prior written notice of any scheduled relocation of JPUD equipment and as much advance notice as possible of any unscheduled relocation.

In the event a JPUD Central Office is relocated or replaced by a new site, ISP shall relocate its applicable electronics. Any such relocation shall be undertaken at no cost to ISP, except in cases where relocation is accompanied by additions or other work to benefit ISP and for which ISP agrees in writing to pay.

## **SERVICE AREAS & REQUESTS**

JPUD Broadband Services are generally limited to its Electric Service territory. Within its electric service territory, JPUD has designated two types of Service Areas, each with their own rules.

### Funded Project Areas

Includes all areas where facilities construction is paid for in part or whole by grants or loans from outside agencies. Also includes designated "adjacent areas" where Facilities costs have been

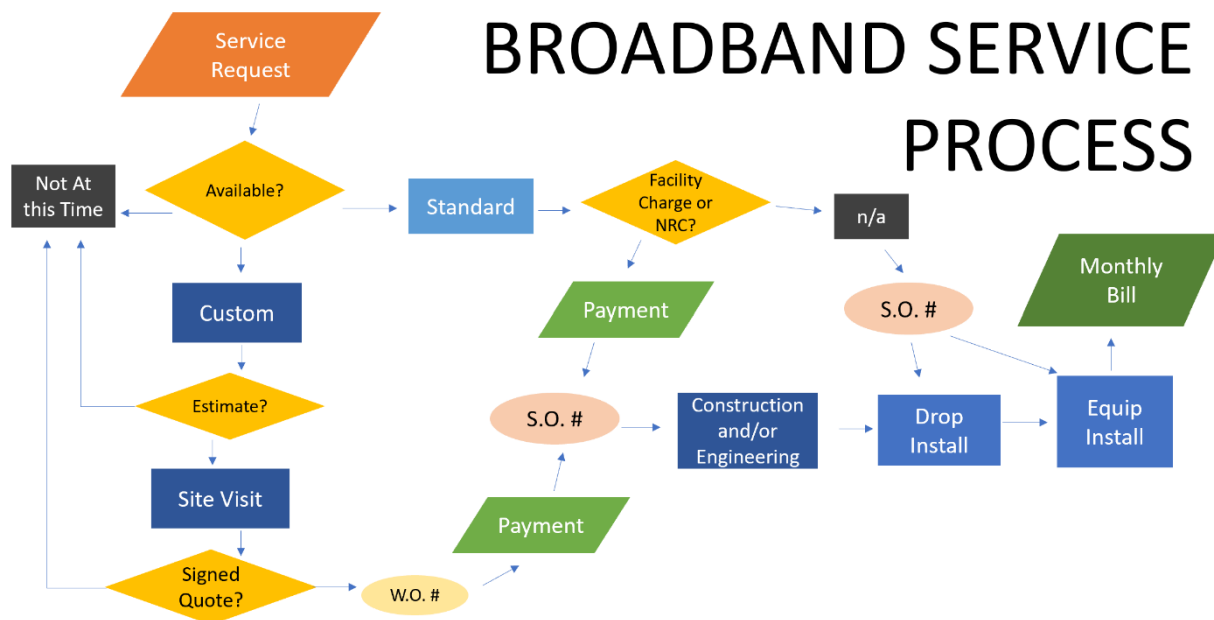
greatly reduced by proximity to grant or loan funded areas. Service will be deemed available by Broadband Department Staff when Facilities construction is completed to the point that only the fiber drops to the Premises and CPEs are left to install. Staff will alert all qualified ISPs of availability within a given funded service area via email. A map of the funded area with open service availability will be published on JPUD’s website. Once the area is deemed open by JPUD, service requests and deposits will be accepted and processed. Construction charges for funded project areas are available on the Open Access Network Broadband Service Schedule of Rates and Charges.

### Unfunded Project Areas

Includes any area where grant or loan funding has not been procured and facilities construction will be paid by the Customer. Service will be made available on a case-by-case basis. Priority will be given to projects within 500ft of a JPUD splice point containing available fiber and where broader community benefit can be demonstrated. Service that does not demonstrate community benefit may be rejected, or postponed due to staff or contractor availability, at the discretion of JPUD.

### Service Requests

Qualified ISPs must submit a Service Request via the online Service Request form on JPUD’s website. Service must be available, and the Service Request must be completed in order for JPUD to process. Service Requests for available broadband services in Funded Project areas will follow the “Standard” process illustrated below. For products not listed in the Broadband Network Schedule of Rates and Charges, or for service to an unfunded or currently unavailable area, or both, JPUD will utilize, if Broadband staff determines the service can be made available, the “Custom” process illustrated below.



## **FACILITIES AND FIBER LINE EXTENSION STANDARDS**

### Location

Permanent line extensions will normally be built in the most direct route from the nearest source of supply. However, availability of easements and maintenance considerations may affect line routing. Placement of line extensions shall be at the discretion of JPUD.

### Undergrounding Preference

To reduce outages caused by overhead construction, JPUD restricts all new overhead construction to a review process where the short-term cost savings for an individual customer do not override the long-term benefit for all PUD customers. The review process will be done by JPUD staff, its determination is final.

### Trenches

In instances where the Customer or End User wishes to install their own underground communications conduit for future use by JPUD, underground service conduit must be installed to JPUD specifications and inspected and approved by a JPUD representative prior to backfill.

### Easements

The Customer or End User shall provide easements as required for the Broadband facilities extension, in the location and the width specified by the JPUD.

### Contracted Service Location

When a broadband facilities extension is initiated by a Customer or End User, the location on the property where service is requested shall become a part of the contractual agreement. Acceptance of service by the Customer or End User shall be deemed evidence of proper identification of that location. The Customer or End User may modify the Contracted Service Location by notifying the District in writing prior to service first being connected at the site; and when such notification is acknowledged by the District, the new site shall become the Contracted Service Location.

Facilities installed on Customer or End User property will be in accordance with current JPUD regulations, requirements, and policies that give consideration for present and future access. The Customer shall keep the area around all District facilities on the Customer's property free of health and safety hazards, debris, and obstructions; to ensure clear and safe access at all times.

### Right To Refuse Service

JPUD reserves the right to refuse to connect, or render service to, any applicant or any Customer where such connection and/or where the Customer or End User has not complied with Federal, State, Municipal, or JPUD policies, regulations, laws or facility access requirements concerning the rendition of service or has an unpaid obligation to JPUD.

### Right To Enter Upon Premises

JPUD shall have the right, through its agents or employees, to safely enter the property of the

Customer or End User at all times for the purpose of: reading, inspecting, repairing, or removing JPUD owned broadband devices, appliances, and wiring; trimming or removing trees and brush that may interfere with the safe and efficient operation of the broadband Facilities; maintenance of utility lines, both overhead and underground; and inspection, replacement, installation and removal of JPUD Facilities.

#### Use Of Electric Outlets

The Customer or End User shall provide to JPUD access to a minimum of one 110V electric outlets per CPE for the purpose of powering JPUD-owned Broadband equipment necessary to deliver service to the Customer or End User.

#### Construction and Ownership of Extension

Unless otherwise stated, the Customer(s) shall bear the cost of the facilities extension in accordance with all specifications of, and subject to inspection and approval by JPUD. Broadband service will not be made available until the Customer or End User meets all requirements. Ownership of any and all facilities constructed by JPUD to provide Broadband services shall remain with JPUD. Ownership of Customer or Contractor installed extensions will begin when approved and energized by JPUD.

#### Termination of Service and Return of End User Equipment

Service may be terminated by JPUD at any time for any reason, with 30 days written notice by JPUD to Customer. In addition, Customer may terminate Service at any time by notifying JPUD Customer Service. If the Customer cancels service, all JPUD equipment provided to Customer or End User must be returned to JPUD's office in good working order within 60 days or the Customer or End User will be charged \$150 per CPE. Note, please refer to JPUD Customer Service Policies regarding JPUD's policies for Customer Rights.

## **RESPONSIBILITY FOR MAINTENANCE AND REPAIRS**

JPUD is responsible for all network obligations on JPUD side of the Demarcation, including the electronics at the Demarcation point. ISP is responsible for all network facilities past the Demarcation point on the End User side. Both parties will cooperate to reduce unneeded truck rolls. Should JPUD be requested to make a truck roll by ISP but finds that the problem was on the ISP side of the Demarcation, JPUD will bill time as defined in the Schedule of Rates and Charges. There will be no charges to the ISP for a truck roll where the problem was on JPUD side of the demarcation.

#### **Trouble Reporting and Resolution**

JPUD will monitor the fiber network 24/7. JPUD will notify the ISP contact about identified network problems that have a material impact on End User performance.



JPUD and ISP will maintain a Trouble Report Log for recording specific information when trouble reports are received by the other party and repairs are accomplished. Trouble Log information will be provided, upon request, to the party reporting the trouble and will include, but not limited to the following information:

1. Control number associated with each trouble report.
2. Date and time of the trouble report
3. Name and telephone number of the entity reporting trouble.
4. Name and telephone number of the entity receiving the trouble report.
5. Repairs required to correct the trouble.
6. Date and time of trouble clearance
7. Name and telephone number of the entity clearing the trouble.
8. Name and telephone number of the entity receiving trouble completion.

## Alarms

JPUD shall connect its alarm monitoring system to ISP equipment if so requested by ISP. The alarms in the monitoring system may include alarms to signal commercial AC failure; low DC; emergency generator run; door open; high temperature; low temperature; or high water.

Should ISP ask for assistance from JPUD technicians during a network emergency, JPUD will attempt to dispatch trained personnel within two (2) hours of notification by ISP.

In the event of an Equipment failure or out-of-service condition (“Outage”), JPUD shall inform ISP daily of the repair status, the progress of restoration, the estimated time remaining until the restoration of service, and all other significant information concerning the outage restoration. JPUD shall also, within ten (10) calendar days of the restoration of Service following an outage, submit to ISP a final outage report. This report shall be in a form standard to the industry and contain information concerning the cause of the outage and restoration of service.

## Notice Of Work Affecting Equipment

JPUD agrees it shall provide reasonable notification to ISP prior to the commencement of any work or activity that may affect the ISP electronics such as AC or DC power work, building environmental equipment changes, and other building activities.

## Escalation

JPUD will report End User service outages within one hour when the outage occurs during normal business hours, or as soon as practical for outages occurring after hours.

JPUD will notify ISPs of minor problems (not causing an outage) by the end of the following business day after becoming aware of the problem.

ISP must provide JPUD with an escalation list that identifies the contact at ISP who should be notified of network problems or outages. This list shall identify the specific and best ways to reach the ISP contact, including telephone number and email address. ISP should also provide a back-up contact in case the primary contact cannot be reached. ISP may also provide different contacts for different kinds of network problems.

## **SERVICE LIMITATIONS AND TERMINATION**

In order to protect JPUD's Broadband Services and Facilities, all ISPs and End Users shall strictly comply with all terms and conditions of JPUD's Broadband Service Policies, Open Access Program Agreements, Acceptable Use Policies, Internet Service Agreement, Data Privacy Policy, and Customer Service Policy.

JPUD makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information transmitted by the ISP or an ISP's End Users over JPUD's Broadband Network or Facilities. Any attempt to breach system and network security measures is expressly prohibited and may result in criminal and civil liability.

JPUD's right to discontinue Broadband Service may be exercised whenever:

- ISP is not current on payments. JPUD invoices are due and payable within 30 days of the date of the invoice. ISP will be disconnected if at least 75% of any past due billing has not been paid within 30 days past the date of the invoice. Disconnection of Broadband Services may occur as often as delinquency shall occur and neither delay nor omission on the part of JPUD to enforce this rule at any one or more times shall be deemed as a waiver of its rights to enforce the same at any time, so long as the delinquency continues; or
- ISP or End User violates any governing policy or agreement regarding access to or use of JPUD Broadband Services or Facilities, including but not limited to the Broadband Service Policies, Open Access Provider Agreement, Customer Service Policies, Acceptable Use Policies, Internet Service Agreements, Data Privacy Policies, as may be amended.

In addition, ISPs, and End Users must conform to the Federal Communication Commission (FCC) rules and regulations. In the event JPUD determines that any ISP or End User is acting in violation of this or other JPUD policy, FCC regulations or state and local law, termination of service may follow.