

Airespring, Inc.
PRICE LIST
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Airespring, Inc.
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Describing all services offered; and all prices, charges, terms and Conditions pertaining thereto.

The Definitions (section 1) and Rules and Regulations (Section 3) are identical to the Definitions and Rules and Regulations provided by the Commission.

Effective Date:

Issued By: Airespring, Inc.

EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- C - To signify changed conditions or regulations.
- D - To signify discontinued rate, regulation or condition.
- I - To signify increase.
- K - To signify that material has been transferred to another sheet or place in the price list.
- M - To signify that material has been transferred from another sheet or place in the price list.
- N - To signify new rate, regulation, condition or sheet.
- O - To signify no change. *
- R - To signify reduction.
- T - To signify a change in text for clarification.

* The use of the symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

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SECTION 1 - DEFINITIONS

1.1 Definitions:

Authorized User - An end user authorized by the customer to use the service.

Collect Call - A billing arrangement where a call is billed to the called station.

Commission - The Washington Utilities and Transportation Commission.

Customer - The person, firm, corporation, or other entity which orders or uses service and, has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to call customer locations and for compliance with price list regulations.

Measured Service - The provision of intrastate long distance measured time communications telephone service to customers who access the carrier's service at its switching and call processing equipment by means of access facilities obtained from a local exchange common carrier. Carrier is responsible for arranging for the access lines.

Operator Station - A call that is completed with the assistance of an operator and billed to the calling party.

Person-to-Person - A call for which the person originating the call specifies to the operator a particular person, department or extension is to be reached. Person-to-Person charges only apply when the call is completed to the requested party or when the calling party agreed to talk to another person.

Third Party Billing - Service option that allows a call to be billed to an account different from that of the calling or called party.

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES

1. Description of Service

- a. The Company offers resold Message Toll Services, Inbound 8XX Services, Travel Card Service and directory assistance throughout the entire State of Washington.
- b. Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The company does not bill for incomplete calls.

2. Location of Service

The company will provide resold switched and dedicated Outbound (Message Toll Services or MTS), Inbound 8XX (WATS) Services, Travel Card Service and directory assistance throughout the entire State of Washington.

3. Prices and Charges

a. Switched Access Outbound (MTS) and Inbound 8XX (WATS) Rates

	<u>Tier A Origination</u>	<u>Tier B Origination</u>
Plan SVR	\$0.1050 per minute	\$0.1180 per minute
Plan VR	\$0.1190 per minute	\$0.1330 per minute

Billed with an initial 18 second increment and in 6 second increments thereafter.

Customers using less than \$15.00 per month will incur a monthly recurring charge of \$2.99.

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES (contd)

3. Prices and Charges (contd.)

b. Dedicated Access Rates

Dedicated Non-Blended (Routing Advantage):

	<u>Outbound</u>	<u>Inbound 8XX (WATS)</u>
Plan SVR	\$0.0750/min	\$0.0530/min
Plan VR	\$0.0850/min	\$0.0590/min

Billed in 6 second increments.

Customers are required to sign a one-year term contract.

Monthly Commitment of \$3,000.00 required.

c. Travel Card Rates

\$0.1290 per minute.

No per call surcharge. (Payphone surcharge below will apply to calls made from pay telephones.)

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES (contd)

3. Prices and Charges (contd.)

d. PICC Charge

\$4.31 per month. Applies to business customers only.

e. Directory Assistance

\$0.99 per call.

f. Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

g. Dishonored Check Charge

Any person submitting a check to the Company which is subsequently dishonored by the issuing institution, shall be charged \$15.00 per check.

h. Pay Telephone (Payphone) Surcharge

A \$0.25 surcharge shall be assessed for each call made from a pay telephone to an 800 number or using a travel card and dialing the carrier prefix in the form 101XXXX. Although collected on the customer's bill, this charge is reimbursed to pay telephone service provider.

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SECTION 3 - RULES AND REGULATIONS

1. Adoption of Rules of Regulatory Authorities
 - a. The rules regulating Competitive Classified Companies presubscribed by the Commission are adopted and his reference are made a part of this price list unless otherwise waived by order of the Commission.

2. Interconnection
 - a. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. the customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with carrier's facilities. The customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. any special interface equipment of facilities necessary to achieve compatibility between the facilities of the carrier and other participating carriers shall be provided at the customer's expense.

3. Application for Service
 - a. Application for service may be made verbally or in writing. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.

4. Deposits
 - a. Deposits and/or advance payments are not required.

5. Payment and Billing
 - a. Service is provided and billed on a monthly basis in arrears.
 - b. Initial billing for set-up and installation charges or monthly service fees will not commence for any new customer until the customer has actually been placed in service.
 - c. Billing will be payable upon receipt and past due 15 days after issuance.

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SECTION 3 - RULES AND REGULATIONS (contd.)

6. Cancellation by Customer

- a. Cancellation of service by the customer can be made either in verbally or in writing and is applied pursuant to WAC 480-120-081(1) as follows:
 - i. Where an application for service is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies.
 - ii. When an application which requires special design work is canceled after the design work has begun, the company may collect charges equal to the cost incurred for the associated design work to date.
 - iii. If cancellation is requested after completion of an installation, it will be treated as a discontinuance of service. any minimum contract requirements of prescribed service will be applicable.

7. Disconnection of Service by Carrier

- a. The carrier may discontinue for any of the following reasons:
 - i. Nonpayment of bills;
 - ii. Tampering with the company's property;
 - iii. Vacation of the premises by subscriber;
 - iv. Violation of rules, service agreements, or filed price list;
 - v. Use of subscriber equipment which adversely affects the company's service to its other subscribers;
 - vi. Fraudulent obtaining or use of service; or,
 - vii. Unlawful use of service or use of service for unlawful purposes.

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SECTION 3 - RULES AND REGULATIONS (contd.)

7. Disconnection of Service by Carrier (contd.)

b. Except in case of danger to life or property, fraudulent use, impairment of service, or violation of law, the carrier will, prior to disconnection, mail written notice of the pending disconnection to the subscriber. The company will not disconnect service prior to the eighth business day following mailing of the notice. In the alternative, the company may provide delivered notice and disconnect not prior to 5:00 p.m. of the next business day, in accordance with WAC 480-120-081(5).

c. Before service is disconnected, the company will make a good faith effort, by two attempts during reasonable hours, to reach the subscriber by telephone to advise the subscriber of the pending disconnection and the reasons therefor. The company will maintain a log or record of the attempts, showing the telephone number called and the time of call. In the alternative, the company may provide personal notice in accordance with WAS 480-120-081(5).

Telephone or personal contact need not be attempted when the company has attempted such contact in any two billing periods during a consecutive twelve-month period and the company has notified the subscriber in writing that telephone or personal contact will not be attempted in the future before disconnecting service.

d. All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the subscriber can make contact with the company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.

e. Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the company cannot reestablish service on the same or following day.

f. When the company has reason to believe service is to other than the subscriber of record, the company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five business days will be allowed to permit the service users to arrange for continued service.

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SECTION 3 - RULES AND REGULATIONS (contd.)

7. Disconnection of Service by Carrier (contd.)

- g. Where service is provided to a hospital, medical clinic with resident patients, or nursing home, notice of pending disconnection shall be provided to the secretary, Washington State Department of Social and Health Services, as well as to the subscriber. Upon request from the secretary or his designee, a delay in disconnection of no less than five business days from the date of notice will be allowed so that the department may take whatever steps are necessary in its view to protect the interest of the resident patients.
- h. The company may not immediately disconnect service if the customer has met the requirements of WAC 480-120-081(3) regarding a medical emergency.
- i. Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.
- j. Service will be restored when the causes of discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the customer has been made as provided for in the price list of the carrier.

8. Interruption of Service

- a. The Company will follow the Commission's rules (WAC 480-120-520) in the case of major outage and/or service interruption.
- b. It is the obligation of the customer to notify the carrier of any interruptions in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer, not within the customer's control, or is not in wiring or equipment connected to the terminal of the carrier.
- c. All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and force majeure.

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SECTION 3 - RULES AND REGULATIONS (contd.)

9. Restoration of Service

- a. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulation, which specifies the priority system for such activities and in compliance with WAC 480-120-520.

10. Tax Adjustment

- a. The Company concurs in the Municipal Utility Occupation tax schedules of each Local Exchange Company tariff in the state of Washington to the extent those local taxes are both current and applicable to the services the Company provides. This amount will be separately stated on each bill to the customer.

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