

**PRICE LIST**

**Price Lists must be filed using the following format. All pages must include the telecommunications company name, page number, and effective date.**

Telecommunications Company Name: Airespring, Inc.

Address: 6060 Sepulveda Blvd.

City/State/Zip: Van Nuys, California 91411

Unified Business Identification Number (UBI): 602 199 008

(if you don't know your UBI number please contact the Department of Licensing at 360-664-1400)

**Regulatory Contact:**

Name: Cynthia Firstman, Director of Finance

Phone Number: (818) 786-8990 Fax Number: (818) 786-9225 E-Mail: info@airespring.com

A complete copy of the company's Price List is available at this website address: www.airespring.com

Place the service(s) will be provided: Statewide

**WUTC should refer requests for information regarding consumer questions and/or complaints to the following company representative:**

Name: David Lonstein

Title: Customer Service Manager

Phone Number: (818) 786-8990

Fax Number: (818) 786-9225

E-Mail: david@airespring.com

Effective Date: December 9, 2004

**TELECOMMUNICATIONS SERVICES THAT WILL BE PROVIDED:**

<input checked="" type="checkbox"/>	Local Exchange Service	<input checked="" type="checkbox"/>	Data Services
<input type="checkbox"/>	Calling Cards	<input type="checkbox"/>	Prepaid Calling Cards
<input type="checkbox"/>	Alternate Operator Services	<input checked="" type="checkbox"/>	Directory Assistance
<input type="checkbox"/>	Long Distance Interlata	<input checked="" type="checkbox"/>	WATS (800/888)
<input type="checkbox"/>	Long Distance Intralata		
<input type="checkbox"/>	Other, please specify _____		

**Indicate limitations, terms, or conditions and all rates, charges, or prices for the services being offered.**

**TITLE PAGE**

**LOCAL EXCHANGE SERVICES  
REGULATIONS, RULES AND PRICELISTS  
OF INTRASTATE CHARGES  
IN THE STATE OF WASHINGTON  
FOR**

**AIRESPRING, INC.  
6060 Sepulveda Blvd.  
Van Nuys, California 91411  
(818) 786-8990  
(818) 786-9225**

**CHECK SHEET**

The title page and pages 2-72 inclusive of this Pricelist as of the date shown.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1-Title	Original	26	Original	51	Original
2	Original	27	Original	52	Original
3	Original	28	Original	53	Original
4	Original	29	Original	54	Original
5	Original	30	Original	55	Original
6	Original	31	Original	56	Original
7	Original	32	Original	57	Original
8	Original	33	Original	58	Original
9	Original	34	Original	59	Original
10	Original	35	Original	60	Original
11	Original	36	Original	61	Original
12	Original	37	Original	62	Original
13	Original	38	Original	63	Original
14	Original	39	Original	64	Original
15	Original	40	Original	65	Original
16	Original	41	Original	66	Original
17	Original	42	Original	67	Original
18	Original	43	Original	68	Original
19	Original	44	Original	69	Original
20	Original	45	Original	70	Original
21	Original	46	Original	71	Original
22	Original	47	Original	72	Original
23	Original	48	Original	73	Original
24	Original	49	Original	74	Original
25	Original	50	Original		

TABLE OF CONTENTS

PRICELIST FORMAT	9
CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS8	
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICELIST	10
APPLICATION OF PRICELIST	12
SECTION 1. DEFINITIONS	13
SECTION 2. REGULATIONS	20
2.1 Undertaking of the Company	20
2.1.1 Scope	20
2.1.2 Terms and Conditions	20
2.1.3 Liability of the Company	22
2.1.4 Notification of Service-Affecting Activities	25
2.1.5 Refusal of Service	26
2.2 Prohibited Uses	28
2.3 Obligations of the Customer	29
2.3.1 General	29
2.4 Payment Arrangements	30
2.4.1 Payment for Service	30
2.4.2 Billing and Collection of Charges	30

**TABLE OF CONTENTS (Cont'd)**

2.4.3	Discontinuance of Service	32
2.4.4	Taxes	34
2.5	Allowances for Interruption in Service	35
2.5.1	Credit for Interruptions	35
2.5.2	Limitations on Allowances	37
2.6	Use of Customer's Service by Others	38
2.6.1	Resale	38
2.6.2	Reserved for Future Use	38
2.7	Cancellation of Service	39
2.8	Transfers and Assignments	39
2.9	Notices and Communications	40
2.10	Excise Taxes and Funds	41
2.10.1	Washington Telephone Assistance Program (WTAP)	41
2.10.2	Telecom. Relay Services (TRS) for Hearing Impaired	41
2.10.3	E-911 State Excise Tax	41
2.10.4	E-911 County Tax (except King County)	41
2.10.5	E-911 King County Tax (King County only)	41
SECTION 3.	APPLICATION OF RATES	42
3.1	Introduction	42
3.2	Charges Based on Duration of Use	42

TABLE OF CONTENTS (Cont'd)

3.3 Rates Based Upon Distance	43
SECTION 4. OPTIONAL FEATURES	45
4.1 Directory Listings	45
4.2 Custom Calling Services	46
4.2.1 Call Forwarding	46
4.2.2 Call Waiting	46
4.2.3 Three-Way Calling	47
4.2.4. Priority Ringing	47
4.2.5 Repeat Dialing	47
4.2.6 Call Screening	47
4.2.7 Call Return	47
4.2.8 Caller ID	48
4.2.9 Rates and Charges	49
4.3 Directory Assistance	50
4.4 Message Delivery Service	51
4.4.1 Description	51
4.4.2 Terms And Conditions	51
4.4.3 Rates And Charges	54
4.4.4 Message Waiting Indication - Audible	55

**TABLE OF CONTENTS (Cont'd)**

4.4.5	Message Waiting Indication - Visual	56
4.5	Toll Restriction Service	58
4.5.1	Description	58
4.5.2	Terms And Conditions	58
4.5.3	Rate-And Charges	59
SECTION 5.	DESCRIPTION OF SERVICES	60
5.1	Local Exchange Services	60
5.2	Exchange Areas	61
5.2.1	Verizon Service Area Exchanges	61
5.2.2	Qwest Service Area Exchanges	62
5.3	Rates and Charges	63
5.3.1	Measured Business Service - Verizon Service Area	63
5.3.2	Measured Business Service - Qwest Service Area	65
5.3.3	Measured Residential Service - Verizon Service Area	67
5.3.4	Measured Residential Service - Qwest Service Area	69
5.3.5	Flat Rate Residential Service - Verizon Service Area	71
5.3.6	Flat Rate Residential Service - Qwest Service Area	72
5.3.7	Flat Rate Business Service - Verizon Service Area	73
5.3.8	Flat Rate Business Service - Qwest Service Area	74



**PRICELIST FORMAT**

- A. Page Numbering. Page numbers appear in the top center of each page. Pages are numbered sequentially. However, new pages may occasionally be added to the Pricelist. When a new page is added it will be identified by the addition of decimal. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers. Revision numbers also appear in the top center of each page. These numbers are used to determine the most current version on file with the Commission. For example, the 4th Revised Page 14, Cancels the 3rd Revised Page 14.
- C. Section Numbering Format. The Section Numbering Format used in this document is illustrated below.

2.  
2.1  
2.1.1  
2.1.1.1  
A  
A.(1)

- D. Check Sheet. When a Pricelist filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the Pricelist, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The Pricelist user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

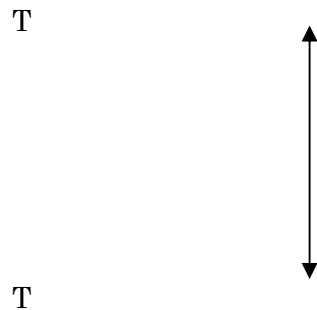
None

**EXPLANATION OF SYMBOLS USED IN THIS PRICELIST TO INDICATE CHANGES**

When changes are made in any Pricelist page, a revised page will be issued canceling the Pricelist page affected. Changes will be identified on the revised page(s) (in the position that they were made) by notation outside the body of text, using the following symbols:

- C** To indicate a changed condition or regulation.
- D** To indicate a discontinued rate, regulation or condition.
- I** To indicate an increase in rates or charges.
- K** To indicate that material has been transferred to another page.
- M** To indicate that material has been transferred from another page.
- N** To indicate the addition of a new listing, rate, regulation, rule or condition.
- R** To indicate a reduction in rates and charges.
- T** To indicate a change in the wording of text, but not in the listing, rate, regulation, rule or condition.

Range Poles: Range Poles (illustrated below) are used to show the extent of a revision through a page.



APPLICATION OF PRICELIST

This Pricelist sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange services by Airespring, Inc. for the use of customers within the State of Washington, subject to the jurisdiction of the Washington Utilities and Transportation Commission.

**SECTION 1 - DEFINITIONS**

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

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

Access Code: The preliminary digits that a user must dial to be connected to a particular outgoing trunk group or line.

Access Service: Switched or Special Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Advance Payment: Payment of all or part of a charge required before the start of service.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special Pricelist if private agreements are permitted by applicable governmental rules.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to the Access Services.

B Channel: Bearer capability determines the type of connection or path required on a given call.

Bit: Abbreviation for binary digit. 1. A character used to represent one of the two digits in the numeration system with a base of two, and only two, possible states of a physical entity or system. 2. In binary notation either of the characters 0 or 1.

**SECTION 1 - DEFINITIONS (Cont'd)**

Business Service: A switched network service that provides for dial station communications that is described as a business or commercial rate.

Call Forwarding: An arrangement whereby incoming calls may be transferred to another telephone number by dialing a prefix code and the telephone number of the service to which calls are to be transferred. Calls forwarded by this feature are subject to local and long distance message charges. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The service also provides a hold feature that is activated by a switchhook flash.

Caller ID: Displays incoming number (and name if service is ordered) on a carrier's Customer-provided display device attached to line or telephone or answering machine with a built-in screen.

Channel: 1. A connection between initiating and terminating nodes of a circuit. 2. A single path provided by a transmission medium via either (a) physical separation, such as by multipair cable or (b) electrical separation, such as by frequency- or time-division multiplexing. 3. A path for conveying electrical or electromagnetic signals, usually distinguished from other parallel paths.

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

Commission: The Washington Utilities and Transportation Commission ("WUTC").

Common Carrier: A telecommunications company that holds itself out to the public for hire to provide communications transmission services, such companies are usually subject to regulation by Federal and state regulatory commissions.

Common-Channel Signaling: In a multichannel communications system, signaling in which one channel in each link is used for signaling to control, account for, and manage traffic on all channels of the link. Note: The channel used for common-channel signaling does not carry user information.

Common-Channel Interoffice Signaling (CCIS): In multichannel switched networks, a method of transmitting all signaling information for a group of trunks by encoding it and transmitting it over a separate channel using time division digital techniques.

**SECTION 1 - DEFINITIONS (Cont'd)**

Communications Services: Airespring, Inc.'s intrastate local exchange switched telephone services.

Company: Airespring, Inc..

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 Pricelist regulations.

Dedicated Service: In a communications system, a specified set of functions provided to designated users, in a communications format, such as voice, digital data, facsimile, or video.

Demarcation Point: That point at which operational control or ownership of communications facilities changes from one organizational entity to another. Note: The demarcation point is usually the interface point between customer-premises equipment and external network service provider equipment.

Exchange: A unit established by a utility for communication service in a specific geographic area, which unit usually embraces a city, town or community and its environs. It usually consists of one or more central offices together with the associated plant used in furnishing communication service to the general public within that area.

Facilities: Equipment and/or machinery owned or leased by the Company, or utilized by a wholesaler in providing the service that the Company resells used in the provision of the services.

Fiber Optic Cable: A telecommunications cable in which one or more optical fibers are used as the propagation medium. Note 1: The optical fibers are surrounded by buffers, strength members, and jackets for protection, stiffness, and strength. Note 2: A fiber-optic cable may be an all-fiber cable, or contain both optical fibers and metallic conductors.

Full-Duplex (FDX) Circuit: A circuit that permits simultaneous transmission in both directions.

Hub: 1. A distribution point in a network. 2. A device that accepts a signal from one point and redistributes it to one or more points.

**SECTION 1 - DEFINITIONS (Cont'd)**

Interexchange Carrier (IXC): A communications common carrier that provides telecommunications services between LATAs or between exchanges within the same LATA. Note: Interexchange carriers have usually relied on local exchange carriers or competitive access providers for the local origination and termination of their traffic.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

(LATA) Local Access and Transport Area: Under the terms of the Modification of Final Judgment (MFJ), a geographical area within which a divested Bell Operating Company (BOC) is permitted to offer exchange telecommunications and exchange access services.

Local Calling: A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

Local Exchange Carrier: A company that furnishes local exchange telephone service.

Local Exchange Service Area: The area within which telephone service is furnished under a specific schedule of rates and charges and without long distance charges. A local service area may include one or more exchange areas and exchange segments within the same LATA. The local service area for a given exchange always includes the basic service area and may include an expanded service area.

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.

Off-Hook: 1. The condition that exists when an operational telephone instrument or other user instrument is in use, i.e., during dialing or communicating. Note: Off-hook originally referred to the condition that prevailed when the separate earpiece, i.e., receiver, was removed from its switchhook, which extended from a vertical post that also supported the microphone, and which connected the instrument to the line when not depressed by the weight of the receiver. 2. One of two possible signaling states, such as tone or no tone and ground connection versus battery connection. Note: If off-hook pertains to one state, on-hook pertains to the other. 3. The active state, i.e., closed loop, of a subscriber or PBX user loop. 4. An operating state of a communications link in which data transmission is enabled either for (a) voice or data communications or (b) network signaling.



**SECTION 1 - DEFINITIONS (Cont'd)**

On-Hook: 1. The condition that exists when an operational telephone, or other user instrument, is not in use. Note: On-hook originally referred to the storage of an idle telephone receiver, i.e., separate earpiece, on a hook that extended from a vertical post that supported the microphone also. The hook was mechanically connected to a switch that automatically disconnected the idle telephone from the network. 2. One of two possible signaling states, such as tone or no tone, or ground connection versus battery connection. Note: If on-hook pertains to one state, off-hook pertains to the other. 3. The idle state, i.e., open loop, of a subscriber or PBX user loop. 4. An operating state of a communications link in which data transmission is disabled and a high-impedance, i.e., open circuit, is presented to the link by the end instrument(s). Note: During the on-hook condition, the link is responsive to ringing signals.

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

Out-of-Band Signaling: 1. Signaling that uses a portion of the channel bandwidth provided by the transmission medium, e.g., the carrier channel, which portion is above the highest frequency used by, and is denied to, the speech or intelligence path by filters. Note: Out-of-band signaling results in a lowered high-frequency cutoff of the effective available bandwidth. 2. Signaling via a different channel (either FDM or TDM) from that used for the primary information transfer. Contrast with common-channel signaling, in-band signaling, out-slot signaling.

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 agrees to talk to another person.

Point of Presence (POP): A physical layer within a local access and transport area (LATA) at which an inter-LATA carrier establishes itself for the purpose of obtaining LATA access and to which the local exchange carrier provides access services.

Recurring Charges: The monthly charges to the Customer for services, which continue for the agreed upon duration of the service.

**SECTION 1 - DEFINITIONS (Cont'd)**

Residential Service: Residential Service is that service furnished in private homes or apartments, including all parts of the Customer's domestic establishment, for domestic use and not for substantial occupation use, *e.g.* in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to

Service Commencement Date (Cont'd): accept service which does not conform to standards set forth in the Service Order or this Pricelist, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. Service will be commenced within 5 days after the service order date if the facilities and network capacity are available from the underlying carrier.

Service Order: The written request for the Company's services provided herein executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Pricelist, but the duration of the service is calculated from the Service Commencement Date.

Signaling System No. 7 (SS7): A common-channel signaling system defined by the CCITT in the 1988 Blue Book, in Recommendations Q.771 through Q.774. Note: SS7 is a prerequisite for implementation of an Integrated Services Digital Network (ISDN).

SONET: Acronym for synchronous optical network. An interface standard for synchronous 2.46-Gb/s optical-fiber transmission, applicable to the Physical Layer of the OSI Reference Model. Note 1: SONET uses a basic data rate of 51.840 Mb/s, called OC1 (optical carrier 1). The SONET hierarchy is defined in multiples of OC1, up to and including OC48, for a maximum data rate of 2.48832 Gb/s. Note 2: SONET was developed by the Exchange Carriers Standards Association (ECSA).

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

**SECTION 1 - DEFINITIONS (Cont'd)**

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Trunk: 1. In a communications network, a single transmission channel between two points that are switching centers or nodes, or both. 2. [A] circuit between switchboards or other switching equipment, as distinguished from circuits which extend between central office switching equipment and information origination/termination equipment. Note: Trunks may be used to interconnect switches, such as major, minor, public and private switches, to form networks.

User: A Customer or any other person authorized by a Customer to use service provided under this Pricelist.

**SECTION 2 - REGULATIONS**

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish local telecommunications services pursuant to the terms of this Pricelist in connection with voice, data and other types of transmissions between points within the State of Washington.

2.1.2 Terms and Conditions

2.1.2.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice. For the purpose of computing charges in this Pricelist, a month is considered to have 30 days, unless otherwise specified herein.

2.1.2.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Pricelist. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.2.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this Pricelist prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

**SECTION 2 - REGULATIONS (Cont'd)**

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions (Cont'd)

2.1.2.4 While the Company will strive to meet Customer needs for retention of individual telephone numbers, circumstances beyond the control of the Company may require that the Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.2.5 Service may be terminated without notice to the Customer if:

- A. The Customer is using the service in violation of this Pricelist; or
- B. The Customer is using the service in violation of the law.

2.1.2.6 This Pricelist shall be interpreted and governed by the laws of the State of Washington without regard for its choice of laws provision.

**SECTION 2 - REGULATIONS (Cont'd)**

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company

- 2.1.3.1 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control (except, as in accordance with WAC 480-120-520, the Company shall make reasonable provisions to minimize the effects of service outages to the extent it owns the affected equipment), resulting from failures of power service, climate control, fire, explosion, water, storm, *force majeure*, or other catastrophe.
- 2.1.3.2 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers' facilities or equipment used for or with the services the Company offers. The Company will provide credits for interruptions in service to the extent such credits are provided by the underlying carrier.
- 2.1.3.3 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.3.4 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

**SECTION 2 - REGULATIONS (Cont'd)**

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.5 The Company is not liable for any claims for loss or damages involving:

- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
- B. Any representations made by the Company employees that do not comport, or that are inconsistent, with the provisions of this Pricelist;

**SECTION 2 - REGULATIONS (Cont'd)**

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.5 (Cont'd)

- C. Any act or omission in connection with the provision of 911, E911 or similar services;
- D. Any non-completion of calls due to network busy conditions complying with applicable industry quality of service standards as well as with the service quality standards established by the WUTC.

2.1.3.6 The Company neither guarantees nor makes any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to installations of the Company owned equipment.



**SECTION 2 - REGULATIONS (Cont'd)**

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.6 (Cont'd)

The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services unless these services are directly related to the Company's provision of service. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

2.1.3.7 The liability of the Company for errors in billing, under this pricelist, that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.4 Notification of Service-Affecting Activities

When the Company in connection with its work, intends to interrupt service, those subscribers who may be affected, will be notified in advance; and to the extent the Company is reasonably aware that the incumbent carrier will interrupt service, such notification will be provided. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

**SECTION 2 - REGULATIONS (Cont'd)**

2.1 Undertaking of the Company (Cont'd)

2.1.5 Refusal of Service

2.1.5.1 The Company may refuse to connect with or render service to an applicant for service when such service will adversely affect the service to other existing customers or where the applicant has not complied with state, county, or municipal codes and/or regulations concerning the rendition of such service.

2.1.5.2 The Company may refuse to serve an applicant for service or a Customer if, in its judgement, the provision of service is considered hazardous or of such nature that satisfactory service cannot be given.

2.1.5.3 The Company may deny service to an applicant or Customer because of an overdue, unpaid prior obligation to the Company for the same class of service at the same or different location until the obligation is paid or arrangements satisfactory to the Company are made, provided that an overdue or unpaid obligation to an information provider shall not be grounds for denial of service. A non-telecommunications company applicant for service shall only on an initial occurrence be entitled as a matter of right to arrange to pay an overdue, unpaid prior obligation over not less than six monthly billing periods. Any amount owed to the Company at the time a customer's local service is disconnected for nonpayment is considered a prior obligation. If an applicant or Customer defaults on a payment agreement such default shall constitute grounds for discontinuance or toll restriction of service under the provisions of Washington Administrative Code at Chapter 480-120-081. The Company may offer a payment agreement at any time if deemed appropriate by the Company.

**SECTION 2 - REGULATIONS (Cont'd)**

2.1 Undertaking of the Company (Cont'd)

2.1.5 Refusal of Service (Cont'd)

2.1.5.4 The Company may deny service to an applicant or Customer for service at an address where a former Customer is known to reside and has an overdue, unpaid prior obligation to the same telecommunications company for the same class of telecommunications service at that address until the obligation is paid or satisfactory arrangements are made.

2.1.5.5 The Company may deny installation or continuation of service to any applicant or Customer who fails to provide accurate and verifiable information necessary to establish the identity of the applicant or until verifiable information is provided.

2.1.5.6 The Company may deny installation or continuation of service to any applicant or Customer who is shown to have obtained or retained service from the Company by fraudulent means, including but not limited to false statements or credit references or employment; false statement of premises address; use of an alias or false name with intent to deceive; rotation of service among roommates or persons living together for the purpose of avoiding the debts of one or more of said persons, or any other similar fraudulent devices.

2.1.5.7 The Company shall deny service to a nonregistered telecommunications company that intended to use the service requested to provide telecommunications for hire, sale, or resale to the general public within the State of Washington. Any telecommunications company requesting service from the Company shall state in writing whether the service is intended to be used for intrastate telecommunications for hire, sale, or resale to the general public.

**SECTION 2 - REGULATIONS (Cont'd)**

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this Pricelist will apply.

**SECTION 2 - REGULATIONS (Cont'd)**

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for the payment of all applicable charges pursuant to this Price List.

**SECTION 2 - REGULATIONS (Cont'd)**

2.4 Payment Arrangements

2.4.1 Payment for Service

The Customer is responsible for the payment of all charges for services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.4.2 Billing and Collection of Charges

2.4.2.1 Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

2.4.2.2 The Company shall present invoices for charges monthly to the Customer, and such charges shall be due and payable within 30 days after the invoice is mailed.

2.4.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

**SECTION 2 - REGULATIONS (Cont'd)**

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges (Cont'd)

2.4.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, and accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.4.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5%.

2.4.2.6 Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) based on the provision, sale and use of services provided pursuant to this Pricelist.

**SECTION 2 - REGULATIONS (Cont'd)**

2.4 Payment Arrangements (Cont'd)

2.4.3 Discontinuance of Service

2.4.3.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to and attempted telephonic and/or personal contact with the Customer in accordance with the rules of the Utilities and Transportation Commission as specified at Washington Administrative Code at Chapter 480-120-081, discontinue or suspend service without incurring any liability.

2.4.3.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, 30 days after giving notice to the Customer discontinue or suspend service without incurring any liability if such violation continues during that period. The Company reserves the option to disconnect service as soon as eight days after the date that the notice of discontinuance or suspension of service was mailed to the customer.



**SECTION 2 - REGULATIONS (Cont'd)**

2.4 Payment Arrangements (Cont'd)

2.4.3 Discontinuance of Service (Cont'd)

2.4.3.3 The Company may discontinue or suspend service without incurring any liability subject to the provisions of Washington Administrative Code at Chapter 480-120-081.

2.4.3.4 Upon any governmental prohibition or governmentally required alteration of the scope, nature, technical parameters or other material change in the manner in which telecommunications services is rendered, or any violation of an applicable law or regulation, the Company may discontinue service without incurring any liability, subject to the provisions of Washington Administrative Code at Chapter 480-120-081.

2.4.3.5 When the Company has cause to totally disconnect or has totally disconnected a residential service, it shall postpone disconnection of local service after receiving either verbal or written notification of the existence of a medical emergency for a grace period of five business days, in accordance with Washington Administrative Code at Chapter 480-120-081.

2.4.3.6 Upon the Company's discontinuance of service to the Customer under Section 2.4.3.1 or 2.4.3.2, the Company in addition to all other remedies that may be available to the Company or under any other provision of this Pricelist, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the contract term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

**SECTION 2 - REGULATIONS (Cont'd)**

2.4 Payment Arrangements (Cont'd)

2.4.4 Taxes

If a municipality or political subdivision collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Carrier for or by reason of the operation of the Carrier's business or any portion or phase thereof in the municipality or political subdivision or by reason of an agreement between the municipality or political subdivision and the Carrier, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, based on receipts or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided, however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreements or arrangement now in effect. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on monthly bills to customers and are not included in the quoted rates.

**SECTION 2 - REGULATIONS (Cont'd)**

2.5 Allowances for Interruption in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.5.1 for the part of the service that the interruption affects.

2.5.1 Credit for Interruptions

2.5.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Pricelist. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted.

2.5.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption.

**SECTION 2 - REGULATIONS (Cont'd)**

2.5 Allowances for Interruption in Service (Cont'd)

2.5.1 Credit for Interruptions (Cont'd)

2.5.1.3 A credit allowance will be given for interruptions of 30 minutes or more.  
Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

SECTION 2 - REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for:

- Interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer other common carriers connected to the Company's services.
- Interruptions due to the failure or malfunction of non-Company equipment;
- Reasonable interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
  - Interruption of service due to circumstances or causes beyond the control of the Company as defined by WAC 480-120-520(8).

**SECTION 2 - REGULATIONS (Cont'd)**

2.6 Use of Customer's Service by Others

2.6.1 Resale

Any service provided under this Price List may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this Pricelist, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.6.2 Reserved for Future Use

**SECTION 2 - REGULATIONS (Cont'd)**

2.7 Cancellation of Service

If a Customer cancels a Service Order for special construction or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in section 2.5), Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.4. All costs, fees and expenses reasonably incurred in connection with:

- All nonrecurring charges reasonably expended by the Company to establish service to Customer, plus
- Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer where special design work is involved, plus
- All charges specified in the applicable Service Order for the balance of the then current term.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties as permitted by the WUTC (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company

**SECTION 2 - REGULATIONS (Cont'd)**

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this Pricelist will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.



**SECTION 2 - REGULATIONS (Cont'd)**

2.10 Excise Taxes and Funds

The Company agrees to collect and remit the following social program excise taxes levied upon all end users of regulated telecommunications services pursuant to WUTC rules. The Company also agrees to collect and remit relevant federal taxes. Company will update upon notice of change.

2.10.1 Washington Telephone Assistance Program (WTAP)

Tax per access line per month: \$0.13

2.10.2 Telecommunications Relay Services (TRS) for Hearing Impaired

Tax per access line per month: \$0.15

2.10.3 E-911 State Excise Tax

Tax per access line per month: \$0.20

2.10.4 E-911 County Tax (except King County

Tax per access line per month: \$0.50

2.10.5 E-911 King County Tax (This tax applies to access lines located within King County only.)

Tax per access line per month: \$0.35

**SECTION 3 - APPLICATION OF RATES**

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this Pricelist.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in temporal increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 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.
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local times where the call is originated.

**SECTION 3 - APPLICATION OF RATES (Cont'd)**

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide (LERG), issued by and available from the Traffic Routing Administration (TRA) office at Bell Communications Research, Inc. (Bellcore), Morristown, New Jersey, and in National Exchange Carrier Association, Inc. Pricelist FCC No. 4 ("NECA Pricelist"), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

**SECTION 3 - APPLICATION OF RATES (Cont'd)**

3.3 Rates Based Upon Distance (Cont'd)

3.3.2 The airline distance between any two rate centers is determined as follows:

- Obtain the “V” (vertical) and “H” (horizontal) coordinates for each Rate Center from the above-referenced NECA Pricelist.
- Compute the difference between the “V” coordinates of the two Rate Centers; and the difference between the two “H” coordinates.
- Square each difference obtained in step (b) above.
- Add the square of the “V” difference and the square of the “H” difference obtained in step (c) above.
- Divide the sum of the squares by 10 and round to the next higher whole number if any fraction is obtained.
- Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**SECTION 4 - OPTIONAL FEATURES**

4.1 Directory Listings

For each Customer of the Company-provided service(s), the Company shall arrange for the listing of the Customer's main billing telephone number (for Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premises) in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings or services at the following rates:

**Monthly Rate/Per Line**

1.	Non-Published Private Listing	\$0.69
2.	Non-Listed (Semiprivate) Listing	\$2.25
3.	Additional Listing - Business	\$4.60
4.	Additional Listing - Residence	\$4.60

A Residential Service Customer may request a dual name directory listing which contains, in addition to the Customer's surname, the given names or initials (or combination thereof) of the Customer and (1) one other person with the same surname who resides at the same address; or (2) a second name, other than the surname, by which the Customer is also known. WAC 480-120-042.

SECTION 4 - OPTIONAL FEATURES (Cont'd)

4.2 Custom Calling Services

4.2.1 Call Forwarding

Call Forwarding allows for the automatic forwarding (transfer) of all incoming calls to another telephone number. The line can be restored to normal operation at any time.

Busy Call Forwarding allows the forwarding of incoming calls when the line is busy. The forwarded number is fixed by the service order.

Delayed Call Forwarding allows the forwarding of incoming calls when the line remains unanswered after a preset number of rings. The number of rings and the forwarded number are fixed by the service order.

Select Call Forwarding allows the automatic forwarding (transfer) of calls from up to ten preselected numbers to another telephone number. The line can be restored to normal operation at any time.

Remote Access Call Forwarding allows the activation and forwarded number to number from a location other than where the service is located.

4.2.2 Call Waiting

Call Waiting sends a tone signal while a call is in progress to indicate a second call is waiting; and by operation of the switchhook, to place the first call on hold and answer the waiting call. Operation of the switchhook permits passage back and forth between the two calls, but a three-way call cannot be established.

Cancel Call Waiting allows the dialing of an activation code prior to making a call, to cancel the Call Waiting feature. Cancel Call Waiting must be activated each time Call Waiting is canceled.

**SECTION 4 - OPTIONAL FEATURES (Cont'd)**

4.2 Custom Calling Services (Cont'd)

4.2.3 Three-Way Calling

Three-Way Calling allows the addition of a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The initiator of the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. This feature may be used on both incoming and outgoing calls.

4.2.4. Priority Ringing

Priority Ringing differentiates incoming calls from up to ten preselected telephone numbers by signaling with a distinctive ringing pattern.

4.2.5 Repeat Dialing

Repeat Dialing allows calls to be automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the originating telephone line with a distinctive ringing pattern when the busy number and the originating line are free.

4.2.6 Call Screening

Call Screening allows the automatic blocking of incoming calls from up to ten preselected telephone numbers. The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply.

4.2.7 Call Return

Call Return allows the return of a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. A distinctive ringing pattern signals when the busy number is free. When answered, the call is then completed. The calling party's number is not delivered or announced to the call recipient.

SECTION 4 - OPTIONAL FEATURES (Cont'd)

4.2 Custom Calling Services (Cont'd)

4.2.8 Caller ID

This feature allows the user to screen incoming calls see the telephone number of the party making the call on a special display device that can be purchased separately. Caller ID Deluxe, in addition to Caller ID features, enables the display of the main listed name associated with the calling telephone number. This offering is subject to serving facility available.

Monthly Recurring Charge

each residential line	\$5.47
each business line	\$7.31



SECTION 4 - OPTIONAL FEATURES (Cont'd)

4.2 Custom Calling Services (Cont'd)

4.2.9 Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<u>Call Forwarding:</u>		
Busy Call Forwarding:		
- each residential line	\$5.00	\$2.25
- each business line	\$6.00	\$2.58
Delayed Call Forwarding:		
- each residential line	\$5.00	\$2.25
- each business line	\$6.00	\$2.58
Remote Access Call Forwarding:		
- each residential line	n/a	n/a
- each business line	\$6.00	\$1.50
Any change to Busy or Delayed Call Forwarding features		
- each residential line	\$5.05	n/a
- each business line	\$6.00	n/a
Call Waiting		
- each residential line	\$5.00	\$2.76
- each business line	\$6.00	\$2.58
Three-Way Calling		
- each residential line	n/a	\$2.71
- each business line	n/a	\$2.58
<u>Speed Calling (8 Code Capacity)</u>		
- each residential line	\$5.00	\$1.84
Priority Ringing (each residential line)	n/a	\$4.60
<u>Repeat Dialing</u>	n/a	\$3.00
<u>Call Screening</u>	n/a	\$4.14
<u>Call Return</u>	n/a	\$2.71

SECTION 4 - OPTIONAL FEATURES (Cont'd)

4.3 Directory Assistance

Users of the Company's calling services (excluding 800 services) may obtain assistance in determining telephone numbers within Washington by calling the Company's Directory Assistance operator.

Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, as specified in this Pricelist, plus the charge for Directory Assistance.

Non-published telephone numbers are not available from the Directory Assistance service.

	<u>Charge</u>
Directory Assistance	\$0.35 per call

A credit will be given for calls to Directory Assistance when:

- The Customer experiences poor transmission or is cut off during call.
- The Customer is given an incorrect telephone number, or the customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the Customer must notify the Company of the problem experienced.

SECTION 4 - OPTIONAL FEATURES (Cont'd)

4.4 Message Delivery Service

4.4.1 Description

4.4.1.1 Message Delivery Service (MDS) transmits call information pertaining to all incoming calls to a MDS customer's Multiline Hunt Group (MLHG). This information includes the following:

- The called directory number. (10 digits where available.)
- The calling directory number (if the calling number is in the same central office switch as the customer; or from other central offices if technically available; 10 digits where available).
- The reason for forwarding on forwarded calls, such as busy or don't answer.

4.4.1.2 This information is transmitted to the customer via a Call Data Input/Output Central Office Facility between the central office switch and the customer's equipment at the customer's premises.

4.4.1.3 This service enables the customer to identify the called client on forwarded calls and provide personalized answering responses to those customers' calls. Additionally, the identity of the calling directory number (if the calling number is available) will allow the customer to provide more personalized answering to the

4.4.2 Terms And Conditions

4.4.2.1 The customer must have a MLHG in the same central office switch where the Call Data Input/Output Central Office Facility terminates that is used to transmit call information and the customer client telephone number. Under certain circumstances, the MLHG may be provided from a remote switch served by the central office where the Call Data Input/Output Central Office Facility terminates at the discretion of the Company

**SECTION 4 - OPTIONAL FEATURES (Cont'd)**

4.4 Message Delivery Service (Cont'd)

4.4.2 Terms And Conditions (Cont'd)

- 4.4.2.2 A Call Data Input/Output Central Office Facility is required between the central office and the customer's equipment that receives the call related information and/or generates a message waiting indication activation/deactivation request.
- 4.4.2.3 Signaling on the data link (private line) is ASCII asynchronous.
- 4.4.2.4 More than one customer MLHG may be served by the same Call Data Input /Output Central Office Facility as long as the customer's equipment can interpret the data transmitted.
- 4.4.2.5 When used in conjunction with Message Waiting Indication-Audible, Visual or Audible/Visual, the customer must have compatible message desk customer premises equipment.
- 4.4.2.6 A Voiceband/Data Circuit (or equivalent) is required in addition to the Call Data Input/Output Central Office Facility to provide signaling between the central office and the customer's premises, to provide call information and/or message waiting indication.
- 4.4.2.7 MDS will be provided where technically and/or economically feasible where sufficient demand exists to warrant provision of the service.
- 4.4.2.8 Nonpublished information may only be provided to providers in conformance with a nondisclosure agreement prohibiting the display, storage, or disclosure of nonpublished information. The nondisclosure agreement will be signed annually.

**SECTION 4 - OPTIONAL FEATURES (Cont'd)**

4.4 Message Delivery Service (Cont'd)

4.4.2 Terms And Conditions (Cont'd)

4.4.2.9 MDS is for use with Voice Messaging service and/or for intrasystem call routing purpose only.

4.4.2.10-Customers shall be required to sign an agreement not to disclose the calling number identified as a result of the service unless permission is given by the calling party; customers will only use the information to complete processing of the call.

4.4.2.11-The customer is required to provide the modem or channel interface equipment at the customer premises end of the Call Data Input/Output Central Office Facility.

4.4.2.12-It is the customer's responsibility to ensure that requests from the customer's CPE to activate or deactivate Message Waiting Indication (via the Call Data Input/Output Central Office Facility) shall be made only for end user client's telephone numbers equipped with a Message Waiting Indication feature. Repeated invalid activation or deactivation requests for the same telephone number may adversely affect the network and, therefore, shall be considered as a CPE trouble condition.

4.4.2.13-A message waiting indication activation/deactivation request will be effective only for customers in the same central office switch where the Call Data Input/Output Central Office Facility terminates.

SECTION 4 - OPTIONAL FEATURES (Cont'd)

4.4 Message Delivery Service (Cont'd)

4.4.3 Rates And Charges

4.4.3.1 The rates and charges for this service are in addition to all rates and charges for the associated underlying service.

4.4.3.2 The nonrecurring charge to change the service is the same as the charge to install

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
4.4.3.3 Call Data Input/Output Central Office Facility, each	\$400.00	\$450.00
4.4.3.4 Per Multiline Hunt Group Terminating in Call Data Input/Output Central Office Facility	\$150.00	\$15.00
4.4.3.5 Call data, each line arranged	\$5.00	\$3.75

SECTION 4 - OPTIONAL FEATURES (Cont'd)

4.4 Message Delivery Service (Cont'd)

4.4.4 Message Waiting Indication - Audible

4.4.4.1 Description

Message Waiting Indication-Audible is a feature whereby subscribing customers of Message Delivery Service (MDS) will hear an audible interrupted tone, when lifting the receiver, giving an indication of a message waiting for the customer at the customer's chosen MDS provider. The tone will be initiated by the provider over the customer's telephone line. The customer may call the provider for their message or ignore the tone and place a call. The tone will continue until the message has been retrieved.

4.4.4.2 Terms And Conditions

- A. Each provider customer subscribing to Message Waiting Indication-Audible must have their line programmed to accept Message Waiting Indication-Audible.
- B. The provider must subscribe to MDS in order to provide this feature.
- C. Message Waiting Indication-Audible can be resold.

4.4.4.3 Rates And Charges

- A. The rates and charges for this service are in addition to all rates and charges for the associated underlying service.
- B. The nonrecurring charge applies per request on a per line basis to establish or change this service.
- C. One nonrecurring charge will apply when Message Waiting Indication-Audible and Custom Calling Services features are ordered at the same time, for the same customer, on the same line. See Custom Calling Services in Section 4.2.

**SECTION 4 - OPTIONAL FEATURES (Cont'd)**

4.4 Message Delivery Service (Cont'd)

4.4.4 Message Waiting Indication – Audible (Cont'd)

4.4.4.3 Rates And Charges (Cont'd)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Each customer line arranged		
• Business	\$11.00	\$6.39
• Residence	\$7.00	\$14.26

4.4.5 Message Waiting Indication - Visual

4.4.5.1 Description

Message Waiting Indication-Visual is a feature whereby subscribing customers will see a visual alerting signal giving an indication of a message waiting for the customer at the customer's chosen Message Delivery Service provider ("provider"). The signal will be initiated by the provider over the telephone line of the provider's customer. The customer may call the provider for the message or ignore the signal and place a call. The signal will continue until the message has been retrieved. The provider or customer must provide the visual device.

4.4.5.2 Terms And Conditions

- A. Each provider customer subscribing to Message Waiting Indication-Visual must have the line programmed to accept Message Waiting Indication-Visual.
- B. The provider must subscribe to Message Delivery Service in order to provide this feature.
- C. Message Waiting Indication-Visual can be resold.
- D. Message Waiting Indication-Visual is available only where facilities and conditions permit.



**SECTION 4 - OPTIONAL FEATURES (Cont'd)**

4.4 Message Delivery Service (Cont'd)

4.4.5 Message Waiting Indication - Visual (Cont'd)

4.4.5.3 Rates and Charges

- A. The rates and charges for this service are in addition to all rates and charges for the associated underlying service.
- B. The nonrecurring charge applies for each request on a per line basis to establish or change this service.
- C. One nonrecurring charge will apply when Message Waiting Indication and Custom Calling features are ordered at the same time, for the same customer, on the same line.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Each customer line arranged		
• Business	\$13.00	\$6.39
• Residence	\$11.00	\$14.26

**SECTION 4 - OPTIONAL FEATURES (Cont'd)**

4.5 Toll Restriction Service

4.5.1 Description

Toll Restriction prevents access to the toll network. Local Directory Assistance (DA) calls are not allowed. When customers dial 0 or 1 from a restricted line the call will be diverted to the Company provided intercept announcement.

4.5.2 Terms And Conditions

4.5.2.1 Toll Restriction is offered only in central offices capable of providing the service.

4.5.2.2 This service is available only on local individual residence and business lines, Foreign Exchange lines or trunks. This service is provided only where facilities and operating conditions permit.

4.5.2.3 Refer to the appropriate sections for other types of Toll Restriction offerings.

4.5.2.4 Provision of Toll Restriction service does not alleviate customers' responsibility for payment of completed toll calls.

4.5.2.5 Access to 800/888-type toll services will be allowed.

4.5.2.6 Residential Toll Restriction may prohibit collect and/or third number billed calls from being charged to the restricted number. Some calls may not be capable of being intercepted and denied. International calls and calls that do not go through a billing validation data base, will be billed to the customer if completed.

SECTION 4 - OPTIONAL FEATURES (Cont'd)

4.5 Toll Restriction Service

4.5.3 Rate-And Charges

Charges and rates for this service are in addition to the charges and rates for the class, type and grade of service furnished.

	Nonrecurring Charge	Monthly Rate
• Business Each individual line or trunk equipped	\$24.00	\$2.00
• Residence - Each individual line equipped	n/a	\$2.00

**SECTION 5 - DESCRIPTION OF SERVICES**

5.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- Place or receive calls to any calling station in the local calling area, as defined herein;
- Access enhanced 911 Emergency Service;
- Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- Access Operator Services;
- Access Directory Assistance for the local calling area;
- Place or receive calls to 800 numbers; and,
- Access Telecommunications Relay Services.

The Company's service cannot be used to originate calls to other telephone companies' caller-paid information services (i.e., 900, 976 numbers). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)

5.2 Exchange Areas

5.2.1 Verizon Service Area Exchanges

Exchange

Acme	Custer	Leavenworth	Quincy
Alger	Darrington	Loomis	Republic
Anacortas	Deming	Lyman-Hamilton	Richland
Arlington	Edison	Lynden	Richmond Beach
Benton City	Entiat	Mansfield	Rockford
Big Lake	Everett	Maple Falls	Rosalia
Blaine	Everson	Marblemount	Sedro Woolley
Bothell	Fairfield	Marysville	Silver Lake
(Excluding Duvall)	Farmington	Lake Goodwin	Skykomish
(Including Duvall)	Ferndale	Marysville	Snohomish
Brewster	Garfield	Molson-Chesaw	Soap Lake
Bridgeport	George	Monroe	Stanwood
Burlington	Granite Falls	Mount Vernon	Stevens Pass
Camas-Washougal	Grayland	Naches	Sultan
Cashmere	Halls Lake	Newport	Tekoa
Chelan	Kennewick	Nile	Tonasket
Concrete	Kirkland	Oak Harbor	Waterville
Conway	La Conner	Oakesdale	Wenatchee
Coupeville	Letah	Palouse	Westport
Curlew	Laurel	<u>Pullman</u>	Woodland

SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)

5.2 Exchange Areas (Cont'd)

5.2.2 Qwest Service Area Exchanges

Exchange

Aberdeen-Hoquiam	<u>Colville</u>	Loon Lake	Ridgefield
Auburn	Copalis	Maple Valley	Rochester
Bainbridge Island	Coulee Dam	Moses Lake	Roy
Battle Ground	Crystal Mountain	Newman Lake	Seattle
Belfair	Dayton	Northport	Sequim
Bellevue	Deer Park	Olympia	Shelton
Bellingham	Des Moines	Omak-Okanogan	Silverdale
Black Diamond	Easton	Oroville	Spokane
Bremerton	Elk	Othello	Springdale
Buckley	Enumclaw	Pasco	Sumner
Castle Rock	Ephrata	Pateros	Tacoma
Centralia	Graham	Pomeroy	Tacoma Waverly
Chehalis	Green Bluff	Port Angeles	Tacoma
Clarkston	Hoodspout	Port Ludlow	Tochet
Cle Elum	Issaquah	Port Orchard	Vancouver
Colfax	Kent	Port Townsend	Waitsburgh
Colville	Liberty Lake	Puyallup	Walla Walla
Copalis	Longview-Kelso	Renton	Warden
			Winlock
			Yakima

**SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)**

5.3 Rates and Charges

5.3.1 Measured Business Service - Verizon Service Area

5.3.1.1 Applicability

These rates are applicable to measured single line local exchange business service.

5.3.1.2 Territory

Within the local calling areas of all exchanges as shown and defined in Verizon's current and effective Tariffs on file with the Commission.

5.3.1.3 Rates

1.	Service Establishment - To process an order for service (per line, per order):	\$44.16
2.	Business (fewer than 5 lines) – Monthly Measured Charge (per line, per month):	\$25.02
	Business (more than 5 lines) – Monthly Measured Charge (per line, per month):	\$35.05
3.	Measured Usage Rates for Calls Between Points in Subscriber's Local Calling Area (per minute):	
	<b>Period</b>	<b>Usage Rates</b>
3a.	<b>Day-First Minute</b>	\$0.035
	<b>Day-Each Additional Minute</b>	\$0.015
3b.	<b>Evening-First Minute</b>	\$0.028
	<b>Evening-Each Additional Minute</b>	\$0.012
3c.	<b>Night/Weekend-First Minute</b>	\$0.021
	<b>Night/Weekend-Each Additional Minute</b>	\$0.009
4.	<b>Hunting Service Charge(Per line arranged for hunting, per month):</b> <i>There is no connection charge associated with Hunting Services.</i>	\$0.50

**SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)**

5.3 Rates and Charges (Cont'd)

5.3.1 Measured Business Service - Verizon Service Area (Cont'd)

5.3.1.4 Special Terms and Conditions

- A. Where the Subscriber's existing Verizon service is transferred to the Company without change in the class or type of service or features, the initial service establishment fee for accomplishing such transfer will be \$7.00 per line. This transfer fee is in lieu of the Service Establishment Fee described in Section 5.3.1.3 and applies only to Verizon service transfers.
- B. Day, Evening, Night, and Weekend rates are applied as follows:

Monday - Friday

Rate Period

8:00 A.M. to 5:00 P.M.  
5:00 P.M. to 11:00 P.M.  
11:00 P.M. to 8:00 A.M.

Day  
Evening  
Night

Saturday - Sunday

All hours

Weekend

Where a call begins in one rate period and extends into another, usage charges for each minute will be assessed based on the rate period in which the usage occurs. Usage during legal holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day) will be charged at Weekend rates.



**SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)**

5.3 Rates and Charges (Cont'd)

5.3.2 Measured Business Service - Qwest Service Area

5.3.2.1 Applicability

These rates are applicable to measured single line local exchange business service.

5.3.2.2 Territory

Within the base rate areas of all exchanges as shown and defined in Qwest's current and effective Tariffs on file with the Commission.

5.3.2.3 Rates

1.	Service Establishment - To process an order for service (per line, per order):	\$44.16
2.	Business (fewer than 5 lines) – Monthly Measured Charge (per line, per month):	\$25.02
	Business (more than 5 lines) – Monthly Measured Charge (per line, per month):	\$35.05
3.	Measured Usage Rates for Calls Between Points in Subscriber's Local Calling Area (per minute):	
	<u>Distance</u> <b>First Minute</b> <u>Additional Minutes</u>	
	0-8 Miles <b>\$0.040</b> \$0.015	
	9+ Miles <b>\$0.045</b> \$0.020	
4.	<b>Hunting Service Charge(Per line arranged for hunting, per month):</b> <i>There is no connection charge associated with Hunting Services.</i>	\$0.50

SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)

5.3 Rates and Charges (Cont'd)

5.3.2 Measured Business Service - Qwest Service Area (Cont'd)

5.3.2.4 Special Terms and Conditions

Where the Subscriber's existing Qwest service is transferred to the Company without change in the class or type of service or features, the initial service establishment fee for accomplishing such transfer will be \$7.00 per line. This transfer fee is in lieu of the Service Establishment Fee described in Section 5.3.2.3 and applies only to Qwest service transfers.

**SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)**

5.3 Rates and Charges (Cont'd)

5.3.3 Measured Residential Service - Verizon Service Area

5.3.3.1 Applicability

These rates are applicable to measured single line local exchange residential service.

5.3.3.2 Territory

Within the base rate areas of all exchanges as shown and defined in Verizon's current and effective Tariffs on file with the Commission.

5.3.3.3 Rates

1.	Service Establishment - To process an order for service (per line, per order):	\$28.52
2.	Monthly Measured Charge (per line, per month):	\$9.60
3.	Measured Usage Rates for Calls Between Points in Subscriber's Local Calling Area (per minute):	
	<b>Period</b>	<b>Usage Rates</b>
3a.	<b>Day-First Minute</b>	\$0.035
	<b>Day-Each Additional Minute</b>	\$0.015
3b.	<b>Evening-First Minute</b>	\$0.028
	<b>Evening-Each Additional Minute</b>	\$0.012
3c.	<b>Night/Weekend-First Minute</b>	\$0.021
	<b>Night/Weekend-Each Additional Minute</b>	\$0.009
4.	<b>Hunting Service Charge(Per line arranged for hunting, per month):</b> <i>There is no connection charge associated with Hunting Services.</i>	\$0.50

SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)

5.3 Rates and Charges (Cont'd)

5.3.3 Measured Residential Service - Verizon Service Area (Cont'd)

5.3.3.4 Special Terms and Conditions

- A. Where the Subscriber's existing Verizon service is transferred to the Company without change in the class or type of service or features, the initial service establishment fee for accomplishing such transfer will be \$5.00 per line. This transfer fee is in lieu of the Service Establishment Fee described in Section 5.3.3.3 and applies only to Verizon service transfers.
- B. Day, Evening, Night, and Weekend rates are applied as follows:

<u>Monday - Friday</u>	<u>Rate Period</u>
8:00 AM to 5:00 PM	Day
5:00 PM to 11:00 PM	Evening
11:00 PM to 8:00 AM	Night
 <u>Saturday - Sunday</u>	
All hours	Weekend

Where a call begins in one rate period and extends into another, usage charges for each minute will be assessed based on the rate period in which the usage occurs. Usage during legal holidays will be charged at Weekend rates.

SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)

5.3 Rates and Charges (Cont'd)

5.3.4 Measured Residential Service - Qwest Service Area

5.3.4.1 Applicability

These rates are applicable to measured single line local exchange residential service.

5.3.4.2 Territory

Within the base rate areas of all exchanges as shown and defined in Qwest's current and effective Tariffs on file with the Commission.

5.3.4.3 Rates

1.	Service Establishment - To process an order for service (per line, per order):	\$28.52	
2.	Monthly Measured Charge (per line, per month):	\$9.60	
3.	Measured Usage Rates for Calls Between Points in Subscriber's Local Calling Area (per minute):		
	<u>Distance</u>	<u>First Minute</u>	<u>Additional Minutes</u>
	0-8 Miles	<b>\$0.040</b>	\$0.015
	9+ Miles	<b>\$0.045</b>	\$0.020
4.	<b>Hunting Service Charge(Per line arranged for hunting, per month):</b> <i>There is no connection charge associated with Hunting Services.</i>	\$0.50	

SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)

5.3 Rates and Charges (Cont'd)

5.3.4 Measured Residential Service - Qwest Service Area (Cont'd)

5.3.4.4 Special Terms and Conditions

Where the Subscriber's existing Qwest service is transferred to the Company without change in the class or type of service or features, the initial service establishment fee for accomplishing such transfer will be \$5.00 per line. This transfer fee is in lieu of the Service Establishment Fee described in Section 5.3.4.3 and applies only to Qwest service transfers.

**SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)**

5.3 Rates and Charges (Cont'd)

5.3.5 Flat Rate Residential Service - Verizon Service Area

5.3.5.1 Types of Lines

**Residential Flat Line**

One-party/individual residential service for which a fixed charge is made regardless of the number of messages completed.

5.3.5.2 Service Description

Residential flat rate lines are provided within exchange boundaries. The exchange access line is provided from the Company's or the incumbent local carrier's central office facilities to the customer's location. The central office serving the location is designated by the Company or by the incumbent local carrier. Through these exchange access lines, the customer has access to the local calling area of the exchange and/or to long distance calling on the message toll network. Local calling refers to calls placed to telephone numbers where message toll charges do not apply.

5.3.5.3 Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Residence	\$31.00	\$14.01

SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)

5.3 Rates and Charges (Cont'd)

5.3.6 Flat Rate Residential Service - Qwest Service Area

5.3.6.1 Types of Lines

**Residential Flat Line**

One-party/individual residential service for which a fixed charge is made regardless of the number of messages completed.

5.3.6.2 Service Description

Residential flat rate lines are provided within exchange boundaries. The exchange access line is provided from the Company's or the incumbent local carrier's central office facilities to the customer's location. The central office serving the location is designated by the Company or by the incumbent local carrier. Through these exchange access lines, the customer has access to the local calling area of the exchange and/or to long distance calling on the message toll network. Local calling refers to calls placed to telephone numbers where message toll charges do not apply.

5.3.6.3 Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Residence	\$31.00	\$10.50



SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)

5.3 Rates and Charges (Cont'd)

5.3.7 Flat Rate Business Service - Verizon Service Area

5.3.7.1 Types of Lines

Business Flat Line

One-party/individual business service for which a fixed charge is made regardless of the number of messages completed.

5.3.7.2 Service Description

Business flat rate lines are provided within exchange boundaries. The exchange access line is provided from the Company's or the incumbent local carrier's central office facilities to the customer's location. The central office serving the location is designated by the Company or by the incumbent local carrier. Through these exchange access lines, the customer has access to the local calling area of the exchange and/or to long distance calling on the message toll network. Local calling refers to calls placed to telephone numbers where message toll charges do not apply.

5.3.7.3 Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Business (single line)	\$44.16	\$38.25

SECTION 5 - DESCRIPTION OF SERVICES (Cont'd)

5.3 Rates and Charges (Cont'd)

5.3.8 Flat Rate Business Service - Qwest Service Area

5.3.8.1 Types of Lines

Business Flat Line

One-party/individual business service for which a fixed charge is made regardless of the number of messages completed.

5.3.8.2 Service Description

Business flat rate lines are provided within exchange boundaries. The exchange access line is provided from the Company's or the incumbent local carrier's central office facilities to the customer's location. The central office serving the location is designated by the Company or by the incumbent local carrier. Through these exchange access lines, the customer has access to the local calling area of the exchange and/or to long distance calling on the message toll network. Local calling refers to calls placed to telephone numbers where message toll charges do not apply.

5.3.8.3 Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Business (single line)	\$48.00	\$26.20