

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE3. GENERAL RULES AND REGULATIONS3.1 UNDERTAKING OF THE COMPANY3.1.1 General

3.1.1.1 The services furnished herein are for the transmission and reception of voice, data and other types of communications services provided pursuant to this price list may be utilized only for the transmission of communications by Customers consistent with the terms of this price list, and the rules and regulations of the Federal Communications Commission.

3.1.1.2 Subject to unavoidable network interruptions, the Company shall endeavor to provide services and facilities 24 hours a day, 7 days a week.

3.1.1.3 The Company will make originating intraLATA toll service available in accordance with this price list to any Customer residing within the exchange(s) of the Tenino Telephone Company or the Kalama Telephone Company who is receiving local service from either the Tenino Telephone Company or the Kalama Telephone Company and who has selected the Company as the Customer's preferred intraLATA toll service carrier, provided the Customer (a) complies with the rules set out in this price list, (b) consistent with WAC 486-120-061, as now existing or hereafter modified or replaced, does not have any past due amount owing to the Company, and (c) service and facilities are available from one or more facilities-based carriers used by the Company to provide intraLATA toll service upon commercially, economically and technically reasonable terms and conditions.

3.1.2 Availability

3.1.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment of the Company and/or the local exchange carrier serving the Customer. The Company reserves the right to provide services to and from locations where the necessary facilities and/or equipment are available.

3.1.2.2 The Company reserves the right to temporarily limit service or delay service installation until sufficient network facilities are available to meet the anticipated traffic demand, or terminate a service request with a full refund of any charges billed to the Customer if satisfactory arrangements cannot be concluded within what the Company determines to be a reasonable amount of time.

3.2 USE OF SERVICE

3.2.1 Services furnished by the Company may not be used for any unlawful purpose.

3.2.2 No restrictions apply on sharing or resale of services. The Customer remains liable for all obligations under this price list notwithstanding such sharing or resale and regardless of the Company's knowledge of same.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

GENERAL RULES AND REGULATIONS (Cont'd)**3.2 USE OF SERVICE** (Cont'd)

3.2.3 Use of the services herein in a manner that could interfere with the services provided to other Customers, or harm the facilities of the Company or others, is prohibited.

3.2.4 In the event that the Company determines, based upon its sole judgment, that there is fraudulent use of either the services furnished by the Company or the Company's network, the Company will without liability to the Customer discontinue service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

3.2.4.1 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain locations, or exchanges, or by blocking calls using certain Customer authorization codes, such as calling card codes, which the Company deems, in its sole judgment, is necessary to take such action to prevent unlawful use of its services. The Company will restore service as soon as it can be provided without undue risk.

3.2.4.2 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems, in its sole judgment, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

3.2.5 The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent.

3.2.6 If a Customer utilizes a dedicated access line between the Customer's premises and the Company's service office for the origination or termination of calls, the Customer is responsible for payment of all charges for usage over that access line, including any usage which may be unauthorized by the Customer.

3.2.7 The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Chapter 480-120 WAC.

3.2.8 With the use of the Company authorization codes, the Customer agrees to pay the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization codes.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3 GENERAL RULES AND REGULATIONS (Cont'd)**3.3 OBLIGATIONS OF THE COMPANY****3.1 Liability**

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under this price list shall not exceed an amount equal to the monthly recurring charge to the Customer for one (1) month, if any, or as otherwise set forth in the outage credit provisions of this price list, provided, however, that:

3.3.1.1 The Company's liability for its willful misconduct is not limited by this price list.

3.3.1.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control, including, but not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.

3.3.1.3 The Company shall have no liability to any person or entity other than its Customer.

3.3.1.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against the following

a. Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise, defamation, libel, slander, invasion of privacy, infringement of copyright or patent, arising from, or in connection with, the material, data, information, or other content transmitted over the services or facilities furnished by the Company.

b. Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for any act or omission of the Customer or its agents and contractors, or due to the failure of Customer provided equipment, facilities, systems or services.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE3. GENERAL RULES AND REGULATIONS (Cont'd)OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.1 Liability (Cont'd)

c. Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by the sole negligence of the Company; and/or

d. Any use by the Customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the Customer, the Company or its products or services.

3.3.1.5 All or a portion of the service provided pursuant to this price list may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of errors or defects caused by such third parties.

3.3.1.6 Where any claim arises out of the Company acting as a Resp. Org. or where the Company's services are not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or is provided with a number(s) other than the one(s) committed by the Company to the Customer, or the number(s) is not included in the Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure(s), or (b) the sum of \$1,000.00.

3.3.1.7 The Company shall not be liable for the use, misuse or abuse of a Customer's service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

3.3.1.8 Notwithstanding Section 3.3.1.5, in the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)**OBLIGATIONS OF THE COMPANY (Cont'd)****3.3.1 Liability (Cont'd)**

3.3.1.9 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of any service(s) to any Customer if the Company determines in its sole discretion that the Customer is using the service(s) to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including, but not limited to, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and 800 calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

3.3.1.10 The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer-provided equipment which are transmitted or carried on the Company network or the network over which its traffic is carried. The Company's customer service agents may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

3.3.1.11 Nothing in this Section 3.3.1 shall limit the Company's responsibilities under WAC 480-120-520, as now existing or hereafter amended or replaced.

OBLIGATIONS OF THE CUSTOMER

3.4.1 The Customer shall be responsible for damages to the Company's facilities or that of its network providers caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service of the customer through the negligence of the customer.

3.4.2 The Customer shall provide access to the Customer's or authorized user's premises by Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on an unrestricted basis, 24 hours a day, 7 days a week, with advance notice to the Customer or anytime during regular business hours.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

3.4.3 The Customer will guarantee the performance by Customer's authorized user(s) of all provisions of this price list and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its authorized user(s) relative to the compliance with the provision of this price list.

3.4.4 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under this price list, provided however, that where there is not interruption of use or relocation of the services, such assignment or transfer may be made to the following:

a. Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or

b. A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

If the Customer wishes to assign or transfer the right to use services provided under this price list, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulations and conditions contained in this price list shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

3.4.5 The Customer of the Company's 1+, 0+ (sent paid), calling card, and/or 800 Service is responsible for payment for all calls placed:

- (a) via the Customer's local telephone service number(s);
- (b) via dedicated access lines to the Company facilities and/or network;
- (c) via the Customer's 800 Service number(s) either intentionally or mistakenly placed;
- (d) originated at the Customer's number(s);
- (e) accepted at the Customer's number(s) (e.g. collect calls); and
- (f) billed to the Customer's number via third number billing.

This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's local telephone service, 0+ (sent paid), dedicated lines or 800 Service, whose use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public.

3.4.6 The Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.

The Company, without incurring any liability, may, in compliance with WAC 480-120-081, as now existing or hereafter modified or replaced, disconnect or refuse to furnish Service to any Customer that fails to obtain an adequate number of lines.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3 GENERAL RULES AND REGULATIONS (Cont'd)**3.4** OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.4.7 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities, shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provided pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

3.5 PAYMENT REGULATIONS

3.5.1 Service shall be provided and billed for on a monthly basis. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

3.5.2 The Customer is responsible for payment of all charges for service(s) furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s), whether authorized or not; (b) accepted at the Customer's number(s) (e.g. 800 Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.

3.5.3 A Customer is responsible for payment for all calls placed to or via the Customer's telephone number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's Service, whose use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public, including such persons who dial the Customer's 800 number by mistake.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3 GENERAL RULES AND REGULATIONS (Cont'd)**3.5 PAYMENT REGULATIONS (Cont'd)**

3.5.4 If notice of a dispute with respect to a charge is not received, in writing, within 30 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 30 days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee which shall be imposed at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under state law.

3.5.5 RESERVED FOR FUTURE USE

3.5.6 Consistent with WAC 480-120-056, as now existing or hereafter modified or replaced, the Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.

3.5.7 In the event the Company incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)3.6 CREDIT ALLOWANCES

3.6.1 Interruption of Service

3.6.1.1 Only those portions of the service or equipment operation materially interfered with will be credited.

3.6.2 Outage Credit

3.6.2.1 No credit shall be given for an interruption of less than 2 hours.

3.6.2.2 The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every billing period will have 720 hours.) Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

3.6.2.3 Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues. Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

3.7 EQUIPMENT

3.7.1 Customer Obligations

3.7.1.1 The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's services or equipment.

3.7.1.2 Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routine maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in the price list, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.7 EQUIPMENT (Cont'd)****3.7.1 Customer obligations (Cont'd)**

3.7.1.3 The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.

3.7.1.4 The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the Company's equipment on the Customer's and/or authorized user's premises.

3.7.1.5 The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.

3.7.1.6 The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempts to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user's premises.

3.7.1.7 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service or for safety reasons.

3.7.1.8 The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to service furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of services under this price list and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:

- (a) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission.
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3 GENERAL RULES AND REGULATIONS (Cont'd)**3.7** EQUIPMENT (Cont'd)**3.7.2** Terminal Equipment

3.7.2.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this price list. The Customer is responsible for all costs at its premises, including Customer personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

3.7.2.2 When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other Customers. Additional protective equipment, if needed, shall be employed at the Customer's expense.

3.7.2.3 When service(s) using voice grade facilities is terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the following minimum protective criteria:

a. When the facilities furnished under this price list are used in common with local telephone company services, it is necessary in order to prevent excessive noise and cross talk, that the power of the signal applied to the local lines be limited. A single valued limit for all application cannot be specified. Therefore, the power of the signal in the band over 300 hertz which may be applied by the Customer-provided equipment at the point of termination will be specified by the Company for each application, to be consistent with the signal power allowed on the telecommunications network as specified in FCC Part 68 Rules and Regulations.

b. To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power in the following bands to be applied by the Customer-provided equipment or communications system at the point of termination to insure that the input to facilities of the Company or other communications company that the Company connects with does not exceed the limits indicated.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.7 EQUIPMENT (Cont'd)****3.7.2 Terminal Equipment (Cont'd)****3.7.2.3 (Cont'd)**

1. The power in the band from 3,995 hertz to 4,000 hertz shall be at least 19 dB below the power of the signal as specified in Subsection a. preceding.

2. The power in the band from 4,000 hertz to 10,000 hertz shall not exceed 24 dB below one milliwatt.

3. The power in the band from 10,000 hertz to 25,000 hertz shall not exceed 24dB below one milliwatt.

4. The power in the band from 25,000 hertz to 40,000 hertz shall not exceed 36 dB below one milliwatt.

5. The power in the band above 40,000 hertz shall not exceed 50 dB below one milliwatt.

c. Where there is connection via Customer-provided terminal equipment or communications systems to a Message Telecommunications Service to prevent the interruption or disconnection of calls or interference with network control signaling, it is necessary that the equipment to the interface at no time has energy solely in the 2450 to 2740 hertz band. If signal power is in the 2450 to 2750 hertz band, it must not exceed the power present at the same time in the 800 to 2450 hertz band.

d. Where such Customer-provided equipment or communications system applies, signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in 1. through 4. following:

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)3.7 EQUIPMENT (Cont'd)

3.7.2 Terminal Equipment (Cont'd)

3.7.2.3 (Cont'd)

d. (Cont'd)

1. The maximum rms (root-mean-square) value, including dc and ac components of the current per conductor shall not exceed 0.35 ampere.
2. The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
3. The conductor voltage shall be such that the conductor-to-ground voltage limit in b. preceding is not exceeded. If the signal source is not grounded, the voltage limit in b. preceding applies to the conductor-to-conductor voltage.
4. The total weighted rms voltage within the band from 50 hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighting factors are indicated.

<u>For Frequencies Between</u>	<u>Weighting Factor</u>
50 Hertz and 100 Hertz	$f^2 / 10^4$
100 Hertz and 300 Hertz	$f^{3.3} / 10^{6.6}$

Where f is the numerical value of the frequency, in hertz, of the frequency component being weighted.

3.7.2.4 If the Customer fails to maintain and operate its terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require repair, maintenance or the use of protective equipment at the Customer's expense. If such repair, maintenance or use of protective equipment fails to produce satisfactory results, the Company may, upon written notice, terminate the Customer's service immediately.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.7 EQUIPMENT (Cont'd)****3.7.2 Terminal Equipment (Cont'd)**

3.7.2.5 The Customer shall also comply with the minimum protective criteria generally accepted in the telephone industry including Part 68 of the FCC Rules and Regulations, and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that its terminal facilities are of the proper mode, bandwidth, power, data, speed, and signal level for the intended use of the Customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.

3.8 CANCELLATION OF SERVICE

3.8.1 For any of the following reasons, the Company may discontinue service upon at least 8 weekdays' notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.

3.8.1.1 In the event that a Customer's bill remains unpaid after more than thirty days following rendition of the bill.

3.8.1.2 In the event of a violation of any regulation governing the service under this price list, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.

3.8.1.3 Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

3.8.2 The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under this price list or otherwise, or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of this price list by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this price list. Cancellation will be effective on the date specified on the notice.

3.8.3 Service may be canceled by the Customer on written notice to the Company or as otherwise authorized by lawful change of presubscribed carrier. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the customer will be responsible for any usage over the line.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)3.8 CANCELLATION OF SERVICE (Cont'd)

3.8.4 The discontinuance of service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.

3.8.5 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

3.8.6 Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

3.8.7 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is canceled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.

3.8.8 Nothing in this Section 3.8 shall be construed to modify the Company's obligations under WAC 480-120-081, or now existing or hereafter modified or replaced.

3.9 DETERMINATION AND RENDERING OF CHARGES

3.9.1 For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.

3.9.2 Subject to the Company's right to cancel or suspend services as otherwise provided in this price list, the minimum service period is 30 days. Termination by Customer is effective after receipt by the Company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in this price list or other agreement between the Customer and the Company.

3.9.3 In situations where a Special Service is requested, the minimum service period and charges will be determined on a case-by-case basis.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)3.9 DETERMINATION AND RENDERING OF CHARGES (Cont'd)

3.9.4 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.

3.9.5 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.

3.9.6 The duration of a call is rated in intervals of the billing increments described for each service provided in this price list. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.

3.9.7 Computed usage charges or credits for each call are rounded to the nearest cent when possible.

3.9.8 The applicable usage rates for the billing of a distance sensitive call will depend on the distance in airline mileage between the originating and terminating points of the call. For the purpose of determining the airline mileage of a call, the Company will utilize the vertical ("V") and horizontal ("H") coordinates of the rate centers of the originating and terminating points of the call. For purposes of billing, the Company references "V" and "H" coordinates provided by Bell Communications Research. Calls originated by dialing a local exchange number or a 950-type number using an authorization code, the originating point will be the rate center in which the switched access facilities are located. For calls originated via equal access connections, WATS access lines or dedicated access lines, the originating point will be the rate center in which the Customer is located. The terminating point will be determined by the rate center of the called number.

The formula to determine airline miles is as follows:

$$\frac{\sqrt{(V1-V2)^2 + (H1-H2)^2}}{10}$$

3.9.9 Unless noted otherwise, applicable rate periods, as indicated below, are based on the time in which a call is established. In cases where a call begins in one rate period and continues into another, the rate in effect in each period will apply to the portion of the call occurring within the applicable rate period.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.9 DETERMINATION AND RENDERING OF CHARGES Cont'd)**

Day rates apply from 8 a.m. to, but not including, 5 p.m. Monday through Friday.

Evening rates apply from 5 p.m. to, but not including, 11 p.m. Sunday through Friday.

Night rates apply from 11 p.m. to, but not including, 8 a.m. seven days a week.

Weekend rates apply from 8 a.m. to, but not including, 11 p.m. Saturday and from 8 a.m. to, but not including, 5 p.m. on Sunday.

On holidays, evening rates apply throughout the day on which the holiday is observed unless a lower rate would normally apply.

Peak rates apply from 8 a.m. to, but not including, 5 p.m. Monday through Friday.

Off Peak rates apply to calls that occur between 5 p.m. and 7:59 a.m. Monday through Thursday, and all calls between 5 p.m. Friday and 7:59 a.m. Monday.

3.10 TIMING OF CALLS

3.10.1 Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting; provided that, duration may be rounded in accordance with specific descriptions in this price list.

3.11 SPECIAL SERVICES

For the purpose of this price list, a "Special Service" is deemed to be any service requested by the Customer for which there is no prescribed rate in this price list. Special Service charges will be developed on an individual case basis.

3.11.1 Special Service charges will be based on the estimated cost of furnishing such services, including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation, including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service request.

3.11.1.1 If at the request of the Customer, the Company obtains facilities not normally used to provide service to its customer, the cost incurred will be billed as a Special Service.

3.11.1.2 If at the request of the Customer, the Company provides technical assistance not normally required to provide service, the costs involved will be billed as a Special Service

3.11.1.3 Where special signaling, conditioning, equipment, or other features are required to make Customer-provided equipment compatible with the Company service, the cost of providing these features will be billed as a Special Service.

LONG DISTANCE INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)**3.12 FRACTIONAL CHARGES**

3.12.1 Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished; then dividing that number of days by thirty days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

3.12.2 For each call, the minimum charge shall be the applicable charge for the initial billing increment of use with use in excess of the initial billing increment during a call charged at the applicable rate per minute with the fractional billing increments, if any, of each call rounded up to the next highest whole billing increment.

3.12.3 All per call charges of fractional cents shall be rounded to the next full cent unless otherwise stated in the specific product description