SERVICE DATE DEC 2.7 1995

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Requested)	
Waiver of Statutory Notice in)	DOCKET UT-951450
Connection with the Tariff)	
Revisions Filed by)	ORDER GRANTING LESS
QWEST COMMUNICATIONS CORPORATION.)	THAN STATUTORY NOTICE
)	

On December 19, 1995, Qwest Communications Corporation filed with the Commission under its Advice Letter dated December 18, 1995 revisions to its currently effective Tariff WN U-1, cancelling WN U-1, designating as a replacement, Tariff WN U-2.

The tariff sheets bear an inserted effective date of January 25, 1996. This date recognizes statutory notice as required. The company requests, however, that statutory notice be waived and that the revisions become effective January 1, 1996.

The purpose of the filing is to reflect the company's new name and to introduce new services. Qwest requests that the filing be permitted by waiver of statutory notice for competitive reasons.

Since the tariff revisions filed herein are fair, just and reasonable, and waiver of statutory notice is not inconsistent with the public interest, it is deemed appropriate that the company be granted the waiver it is requesting with an effective date of January 1, 1996.

FINDINGS

After careful examination of the tariff revisions filed herein by Qwest Communications Corporation, December 19, 1995, and giving consideration to all relevant matters and for good cause shown, the Commission finds that the tariff revisions should become effective January 1, 1996.

ORDER

THE COMMISSION THEREFORE ORDERS That the requested waiver of statutory notice in connection with the tariff revisions filed herein by Qwest Communications Corporation, December 19, 1995, is hereby granted, and said tariff revisions shall become effective January 1, 1996.

DATED at Olympia, Washington, and effective this 27th day of December, 1995.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

STEVE MCLELLAN, Secretary

Original Title Sheet WN U-2

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ORIGINAL

NAMING RATES FOR

Qwest Communications Corporation 505 17th Street Denver, Colorado 80202 (303) 291-1400

AS

VALUE ADDED COMMON CARRIER

Applying to Intrastate Resale Common Carrier Communications Services Between Points in the State of Washington

<u>And</u>

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

This tariff supersedes Qwest Communications Corporation WN U-1 in its entirety.

BY AUTH, OF CROSER OF WASH, UTILITIES & TRANSPORTATION COMM., DOCKET NO. UT-951450

Issued:

December 19, 1995

Effective:

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January 1, 1996

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CHECK SHEET

Tariff pages 1 through 42, inclusive, of this tariff are effective as of the date shown at the bottom of this page.

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Qwest Communications Corporation

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Original Sheet No. 2 WN U-2 DEC 20 1995 WASH, UT. & TRANS. COMM For Commission's Receipt Stamp **Qwest Communications Corporation**

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CONCURRING, CONNECTING, OTHER PARTICIPATING CARRIERS

Concurring Carriers

NONE

Connecting Carriers

NONE

Other Participating Carriers

NONE

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EXPLANATION OF SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols.

- To signify changed regulation C -
- To signify discontinued rate or regulation D -
- To signify increased rate I -
- To signify matter relocated from one page to another without change M -
- To signify new rate, regulation, or text N -
- R -To signify reduced rate
- To signify reissued matter S -
- To signify a change in text but no change T in rate or regulation

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APPLICATION OF TARIFF

This tariff applies to interexchange telecommunications services furnished by Qwest Communications Corporation (Carrier) between and among points within the State of Washington in conjunction with Carrier's interstate telecommunications services originating and terminating in Washington in accordance with the conditions which are set forth herein.

BY AUTH, OF OFIDER OF WASH, UTILITIES & TRANSPORTATION COMM., DOCKET NO. UT-95/450

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A. DEFINITION OF TERMS

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Access Code

A sequence of numbers that, when dialed, connects a caller to an interexchange carrier that is associated with that sequence. Dialing sequences which utilize a 950-10XX, 1-800, or 10XXX prefix are examples of access code arrangements available to Customers.

Accounting Code

A code consisting of two or more digits which is available to Customers for identifying individual users and thereby allocate the cost of long distance service.

Affiliate

Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Application for Service

A standard order form which includes all pertinent billing, technical, administrative, and other descriptive information which will enable the Company to provide telecommunications service to a Customer.

Authorization Code

Unique numeric codes (usually consisting of five or more digits), which may be made available to Customers and authorized users to identify themselves as being entitled to access and use the Company's services.

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A. DEFINITION OF TERMS (Continued)

Authorized User

An individual, firm, corporation, or other entity authorized by the Customer to utilize communications services provided by the Company.

Called Station

Denotes the terminating point of a long distance telephone call (i.e. the called telephone number).

Calling Station

Denotes the point from which a call is placed (also referred to as the originating location).

Carrier Recognized Holidays

The following days are recognized as holidays for billing purposes: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, except as otherwise specified herein.

Credit Application

A standard form which is used by the Company to assess a Customer's credit worthiness prior to the Company's arranging the installation of any facilities or the provision of any Services to a Customer.

Customer

An individual, firm, corporation, agency, or other entity which orders service and is responsible for the payment of charges and compliance with the tariff provisions set forth herein.

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A. DEFINITION OF TERMS (Continued)

Company

Qwest Communications Corporation (Carrier)

Dedicated Access Arrangement

An arrangement whereby the facilities used between the Customer's premises and the Carrier point of presence are directly linked. Such arrangements may involve interconnection facilities provided by the Customer, another carrier, or a local access provider.

Interconnection Facilities

Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

Local Access Provider

A local exchange carrier or other entity which furnishes inter-connection facilities between the Customer's premises and the Company's point of presence in a LATA.

Minimum Service Period

The minimum period of time during which Customer is obligated to pay for services provided by the Company.

Premises

The space designated by a Customer at its place or places of business for the provision of service.

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A. DEFINITION OF TERMS (Continued)

Point of Presence

The Company's physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls.

Presubscription

A service arrangement whereby the Customer authorizes the local telephone company to route all interLATA calls to the Company.

Service Date

The date on which Customer begins to utilize the Service or the date on which Service is made available for use by the Customer or its authorized users, whichever is sooner.

Special Promotional Offering

Special discounts and/or other modifications the Company's standard service offerings which may be offered, from time to time, to Customers using a particular service. Special promotional offerings may be limited to certain dates, times, and locations.

Travel Card

A service arrangement which enables a Customer or authorized user to charge a long distance telephone call to an authorized calling card account with Carrier. Travel card calls are usually initiated by using access code dialing and authorization code.

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RULES AND REGULATIONS В.

Undertaking Of The Carrier 1.

- The furnishing of the communications services under the terms of this tariff will be a. provided by the Company alone, or in conjunction with services of other carriers. Service is available 24 hours per day, 7 days per week for the transmission of interexchange telephone calls.
- Service consists of the furnishing of transmission capabilities to Customers, authorized b. users, and joint users for the placement and/or receipt of long distance calls between the locations specified herein. Such services are offered subject to the availability of the necessary facilities and equipment to provide the service.
- The Company, when acting at the Customer's request and as its authorized agent, will c. make reasonable efforts to arrange for presubscription, interconnection, and other service requirements.

Limitations 2.

- Services are offered subject to the availability of facilities and the provisions of this tariff. a.
- The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a Customer's having call volume or calling patterns that results, or may result, in network blockage or other service degradation which adversely affects service or other customers of the Company.
- The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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В. RULES AND REGULATIONS (Continued)

- Limitations (Continued) 2.
- Service may be discontinued without notice to a Customer by blocking traffic to certain d. cities or NXX exchanges, or by blocking calls using certain access codes or authorization codes. when the Company deems it necessary to take such action to prevent unlawful use of its services. Service will be restored as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- A Customer shall not use any service mark or trademark of the Company or refer to the e. Company in connection with any product, equipment, promotion, or publication of the Customer without the prior written consent and approval of the Company.
- The Customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others, that could harm the facilities of the Company or others, or that is not consistent with any applicable law or regulation.
- The provision of service will not create a partnership or joint venture between the g. Company and the Customer nor result in joint service offerings to their respective authorized users.
- Neither the Services provided pursuant to this tariff, nor the Customer's obligations h. hereunder, may be assigned or otherwise transferred without the prior written consent of the Company.

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B. RULES AND REGULATIONS (Continued)

3. Terms And Conditions

- Service is provided on a monthly basis, twenty-four (24) hours per day as described herein. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- Customers may order Services under this tariff by contacting an authorized Company b. representative and executing the Company's Application for Service and, at the Company's sole discretion, a Credit Application. The name(s) of the Customer(s) desiring to subscribe to service. the service(s) to be provided, the targeted Service Date, and the location(s) of such services must be stipulated in the Application for Service.
- Customer shall at all times comply with all applicable federal, state, and local statutes, c. ordinances, regulations, and orders of any commission or other governmental body. All Customers are responsible for taking all the necessary legal steps for interconnecting their terminal equipment or communications systems with the Company facilities or services and shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- Except as otherwise provided in this tariff, service is provided and billed on the basis a d. one (1) month, beginning on the Service Date and continuing until the expiration of the Minimum Service Period, or until service is otherwise canceled. Customer shall accept and pay for each Service for the Minimum Service Period. Upon expiration of the Minimum Service Period. Services shall be automatically extended on a month-to-month basis until Service is terminated in writing by the Customer on not less than thirty (30) day's written notice to the Company.

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B. RULES AND REGULATIONS (Continued)

- 3. <u>Terms And Conditions</u> (Continued)
- e. The Customer agrees to operate company-provided equipment in accordance with the instructions of the Company or its authorized agent. Failure to do so will void any Company liability for interruption of service and may cause the Customer to be responsible for damages to equipment pursuant to this tariff.
- f. Customer agrees to return all company-provided equipment to the Company within five (5) days of termination of service in connection with which the equipment was used. Equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- g. The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing the Company's equipment. The Customer shall be responsible for making any necessary arrangements for the Company's entrance to the Customer's premises.
- h. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
- I. Except as otherwise provided herein, or as specified in writing by the party entitled to receive Service, notices from the Company may be given orally or in writing to the person(s) whose names appear on the executed Application for Service.

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RULES AND REGULATIONS (Continued) B.

4. Liability

- The Company shall not be liable to Customer or any other person, firm, entity, for any failure to perform its obligations under this tariff due to any cause or causes beyond its reasonable control.
- The Company is not liable for any act or omission of the Customer, authorized user, or b. any other company or companies furnishing a portion of the service. In no event shall the Company or any of its Affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any service, facility or transmission of any person or entity furnishing any portion of the service, facilities, or equipment associated with the service or for damages caused by services. facilities, or equipment furnished by such person or entity.
- The Company shall be indemnified and held harmless by Customers against any claim or c. loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, or transmitted by the Company.
- The Company is not liable for any defacement of or damage to the premises of a Customer d. resulting from the furnishing of services or the attachment of instruments, apparatus, and associated wiring furnished by the Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the direct result of the Company's negligence.

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RULES AND REGULATIONS (Continued) B.

- Liability (Continued) 4.
- The Company shall not be liable for any defacement of or damages to the premises of a e. Customer or authorized user resulting from the furnishing of service which is not the direct result of the Company's negligence.
- The Company does not guarantee or make any express warranty with respect to any f. equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- In no event shall the Company be liable to Customer, its customers or any of their affiliates g. under this tariff for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective trans-missions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this tariff, even if Customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.

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B. RULES AND REGULATIONS (Continued)

- 4. <u>Liability (Continued)</u>
- h. Customer shall indemnify and hold harmless the Company, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including all attorneys' fees and disbursements, sustained by the Company in any action commenced by any third party and arising in connection with the Customer's performance of its obligations and duties under this tariff; and the Customer shall indemnify and hold the Company harmless from and against any and all claims arising from or relating to the Company's provision of facilities or Services to Customer under this tariff.
- i. The Company's liability for damages arising out of any additions, omissions, interruptions, delays, mistakes, errors, or defects in the transmission occurring in the course of furnishing the service or facilities shall in no event exceed an amount that is equivalent to the proportionate charge for the period of service during which the fault in transmission occurs.
- j. In no event shall the Company be liable to Customer, its Customers or any of their affiliates under this tariff for damages to Customer's supplier's Interconnection Facilities resulting from the furnishing of Services, including the installation and removal of equipment and associated wiring.
- k. In no event shall the Company be liable to Customer, its Customers or any of their Affiliates under this tariff for any act or omission of any other entity furnishing a portion of the Service, facilities or equipment associated with the Service or for damages caused by services, facilities or equipment furnished by such entity.
- 1. The Company shall be entitled to take, and shall have no liability whatsoever for, any action as deemed necessary or appropriate by the Company to bring the Services or its practices into conformity with any rules, regulations, orders, decisions, or directives of the Federal Communications Commission or other governmental agency, and Customer shall cooperate fully with Company and take all actions as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.

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B. RULES AND REGULATIONS (Continued)

- 5. <u>Cancellation Of Service By A Customer</u>
- a. A Customer may discontinue service, either in part or in its entirety, upon written notice to the Company, provided that the Customer has fulfilled all Minimum Service Period obligations.
- 6. Use Of Service
- a. The Company's services may not be used for the unlawful or unauthorized provision of telecommunications services.
- b. Service furnished by the Company may be used for one or more of the following:
 - .01 for the transmission of communications by the Customer;
 - .02 for the transmission of communications by an authorized user as defined herein; or
 - .03 for the transmission of communications to or from a Customer of another common carrier, which has subscribed to the Company's communications services.
- c. The Customer shall not use nor permit others to use the Service in a manner that could impede or interfere with the Services provided to others, that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulations.
- d. No person, firm, corporation, agency, Customer, authorized user or other entity shall resell nor permit others to resell Carrier's Services without the prior written consent of the Company.

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B. RULES AND REGULATIONS (Continued)

7. Payment Arrangements

- a. The Customer is responsible for payment of all charges for services furnished to the Customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer-provided equipment or facilities by third parties, including, without limitation, the Customer's employees or the public.
- b. Billing will be payable upon receipt. Amounts not paid within thirty (30) days after the invoice is rendered will be considered past due. A late payment fee of one and one-half percent (1.50%) will be applied to arrearage against which it has not been previously applied. Such amount may be assessed on the outstanding amount commencing five (5) days after the date the payment is past due.
- c. Usage charges are billed after each usage cycle. In the event that Company's usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company, with the aide of the Customer, shall be entitled to make a reasonable estimate of Customer's usage of Services in the period in question for billing purposes.
- d. Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service those costs will also be charged to the Customer.
- e. If an entity other than the Company (e.g. another carrier or suppler) imposes charges on the Company in connection with the provision of any aspect of the Service, the Customer shall pay all such charges, either directly to the local access provider or to the Company.

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Director, Regulatory & Legislative Affairs

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B. RULES AND REGULATIONS (Continued)

7. <u>Payment Arrangements (Continued)</u>

- f. All stated charges in this tariff are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities. Such taxes, fees, etc. shall be paid by the Customer.
- g. When payment for services is made by check or draft and is returned to the Company for any reason, including but not limited to insufficient funds, a charge of Twenty Five and No/100 Dollars (\$25.00) (unless a lower fee has been prescribed by law in which event a charge equal to such lower fee) may be made by the Company for each item returned by the banking institution on which it is written.
- h. If a check, draft, or other payment instrument remitted by a Customer or authorized user is dishonored more than once during a twelve (12) month period, the Company may refuse acceptance of further such payment methods and place the debtor on a cash basis. Under a cash basis, the Company may require payment in the form of U.S. currency, money orders, or an instrument that is guaranteed or issued by a third party that is acceptable to the Company.

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B. RULES AND REGULATIONS (Continued)

8. Change In Service Arrangement

a. When a change in service arrangement involves the use of facilities or services furnished by the Company, installation charges do not apply to the facilities or services continued in use. The Minimum Service Period for the facilities or services continued in use is determined by the date of the initial acceptance thereof.

9. Restoration Of Service

a. The use and restoration of service provided in emergency situations shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

10. <u>Inspection</u>

a. The Company, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the premises are in compliance with the terms and conditions of this tariff, and with installation, operational, or maintenance specifications of the Company. The Company may interrupt the service at any time, without penalty to the Company, due to a departure from any such requirements.

11. Cancellation For Cause By The Company

a. The Company may discontinue the furnishing of service(s) upon seven (7) days notice to a Customer, without incurring any liability, upon a violation of any of the provisions governing the furnishing of service under this tariff or any applicable laws, rules or regulations, or upon non-payment of any sum owing to the Company.

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B. RULES AND REGULATIONS (Continued)

11. Cancellation For Cause By The Company (Continued)

- b. The Company may immediately discontinue the furnishing of service(s) to a Customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services.
- c. The Company may discontinue the furnishing of service(s) upon seven (7) days notice to a Customer, without incurring any liability, if the Customer 1) refuses to furnish information regarding the Customer's credit-worthiness, its past or current use of common carrier services, or its planned use of service(s); or 2) provides false information pertaining to its credit-worthiness, its past or current use of common carrier services, or its planned use of service(s).
- d. The Company may immediately discontinue the furnishing of service(s) to a Customer, without incurring any liability, if the Customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, by rearranging, tampering with, or making connections to the Company's service which is not authorized by this tariff or by using tricks, schemes, false or invalid accounts numbers, false credit devices, electronic devices, or any other fraudulent means or devices.
- e. The Company may immediately discontinue the furnishing of service(s) to a Customer upon written notice, without incurring any liability, if Customer fails to perform or observe any regulation or obligation set forth under this tariff and any such failure remains unremedied for fifteen (15) days after receipt of a notice from the Company informing Customer of such failure.
- f. Discontinuance of Service(s) by the Company pursuant to this Section shall not relieve the Customer of any Minimum Service Period obligations or any other obligation to pay the Company for charges due and owning for facilities and/or service(s) furnished up to the time of discontinuance.

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B. RULES AND REGULATIONS (Continued)

12. Testing And Adjustments

Upon reasonable notice, the facilities, equipment, and/or services provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

Interconnection With Other Carriers 13.

- Service furnished by the Company may be connected with services or facilities of another a. participating carrier, authorized user, or joint user. Such interconnection may be made at a Company terminal or entrance facility, at a terminal of another carrier, or at the premises of a Customer or an authorized user. Service furnished by the Company is not part of a joint undertaking with such other carriers.
- Service furnished by the Company may be interconnected with the facilities or services of b. another carrier under the terms and conditions of tariffs applicable to such connections. Service may not be arranged for resale by any Customer, user, or other entity without the prior written consent of the Company. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the Customer's expense.
- The Company may order interconnection facilities and/or initiate the presubscription c. process on behalf of a Customer if the Customer furnishes the Company with a letter of agency. The Customer's use of such interconnection facilities shall conform to the regulations, terms, and conditions under which the carrier provides such access. The Customer shall bear the ultimate responsibility for all aspects of the local interconnection facility including, but not limited to, ordering, testing, installation, maintenance, use, and payment of such facilities.

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C. SERVICE DESCRIPTIONS

- 1. General Description Of Services
- a. The service enables customers to place long distance telephone calls within the State of Washington.
- b. Services are provided on a full-time monthly basis and are available in all cities, subject to the availability of facilities and/or equipment. The Company reserves the right to refuse to provide service where facilities or equipment are not available or economically feasible.
- c. Total monthly charges for use of the Company's facilities are based upon the total time the Customer utilizes such facilities, unless otherwise specified herein. Intercity usage charges, as well as other charges, discounts, and/or features, are applicable to each individual service option.
- d. Rates and charges for service vary depending upon the option selected by the Customer. Certain service offerings may involve one or more of the following: a monthly recurring charge, a minimum monthly charge for intercity usage, charges for installation, special features, and/or charges for administrative or physical changes to a Service. At additional cost, certain service options offer a Customer the ability to identify individual users and allocate the cost of the long distance service through the use of accounting codes.
- e. Nothing herein, or in any other provision of this tariff, or in any marketing materials issued by the Company shall give any person, including existing and prospective Customers, or their transferees or assignees, any ownership interest or proprietary right in any given telephone number.

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C. SERVICE DESCRIPTIONS (Continued)

2. <u>Description of Charges</u>

a. Usage Charges

Usage charges vary depending upon a combination of factors including; the time of day a call is placed, the distance between the calling and the called party, and the duration of the call. Calls beginning in one rate period and ending in another will be billed at the rate applicable to each portion of the call.

Chargeable time begins when the Company receives signaling to detect that the network connection between the calling party and the called party has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Unless otherwise specified, calls are measured and billed for an initial period of thirty (30) seconds and timed in six (6) second increments for usage over thirty (30) seconds; fractional minutes of use are rounded up to the next six (6) second increment.

b. Monthly Recurring Charges

Monthly Recurring Charges are fixed fees applicable to certain service offerings set forth herein. Such charges vary depending upon the physical requirements of the Customer, and the characteristics of the service arrangement utilized by the Customer. Monthly recurring charges for dedicated access arrangements may include an amount charged by a local access provider. Customers may elect to be billed directly for local access facilities.

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C. SERVICE DESCRIPTIONS (Continued)

- 2. <u>Description of Charges</u> (Continued)
- c. Volume Discounts

Customers whose total monthly usage equals or exceeds a minimum level may be eligible for a volume discount. The amount of the discount is generally based upon the Customer's total monthly usage charges for all services. The Customer's Minimum Service Period may also affect the amount of the discount. Volume discounts are not applicable to monthly recurring charges, installation charges, fees for special features and functions, administrative or physical change charges, or minimum monthly usage charges.

d. Term Discounts

Customers whose Minimum Service Period equals or exceed one month may be eligible for discounted rates as described herein. The Customer's Minimum Monthly Usage charge and traffic volume may affect the amount of the discount. Volume discounts are not applicable to monthly recurring charges, installation charges, fees for special features and functions, administrative or physical change charges, or minimum monthly usage charges.

e. Monthly Usage Commitment and Minimum Monthly Usage Charges

Customers may be required to commit to a level of usage in order to receive discounted rates and charges, referred to as Monthly Usage Commitment. In such instances, the customer is billed a Minimum Monthly Usage Charge for the service. This amount of this charge varies depending upon the option selected by the Customer. Unless otherwise specified, minimum usage charges are billed in advance and are not subject to volume or time-of-day discounts.

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C. SERVICE DESCRIPTIONS (Continued)

- 2. <u>Description of Charges</u> (Continued)
- f. Installation Charges

Installation charges are applicable to certain service options requiring the physical connection of lines, ports, equipment, or other facilities. Such charges may also be assessed for changes in the service arrangement for the addition or adjustment to lines, ports, equipment, or other facility necessary to provide the service required by the Customer.

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SERVICE OFFERINGS AND RATES

The following section sets forth the rates and charges for telecommunications services provided by the Company.

Choice One Plus Service 1.

Choice One Plus Service is designed to accommodate small businesses whose monthly usage includes a variety of services including outbound (1+), Travel Card, and inbound (1-800). With this service, discounts are based upon the Customer's total monthly usage for all inbound and outbound services. Customers may select a rate plan tailored to their calling needs as described below.

The Minimum Service Period for Service is one month. All calls are billed in six second increments. Rates and charges for the service vary depending upon the contract term and traffic volume committed by the Customer for all Choice services. Directory Assistance service is provided at an undiscounted rate of \$.60 per call. Service is provided at a base rate of \$.16 per minute. Customers are eligible for discounts as described below.

The following volume discounts are available to qualifying customers. Eligibility for a volume discount is determined by the calculating the customer's total undiscounted monthly usage charges for other services including Choice 1-800 and SilverCard Travel Service calls between intrastate, interstate, international points.

Total Monthly Usage	Volume Discount
\$0.00 - \$199.99	0.0%
\$200.00 - \$999.99	2.5%
\$1000.00 - \$2499.99	5.0%
Over \$2500.00	7.5%

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D. SERVICE OFFERINGS AND RATES (Continued)

Choice One Plus Service (Continued) 1.

Customers who make a minimum Monthly Usage Commitment are eligible for the following rate reductions. The volume discounts described above are not applicable. Customer will be responsible for a Minimum Monthly Usage Charge equal to 60% of the Monthly Usage Commitment.

Monthly Usage Commitment	<u>Monthly</u>	1 Year	2 Years
\$200.00	\$.005	\$.010	\$.015
\$1,000.00	.010	.015	.020
\$2,500.00	.015	.020	.025

Customers may subscribe to the service for a 90 day trial period. After that time, Customers who cancel service prior to the expiration of the Minimum Service Period may be subject to a forfeiture of \$200.00 per month or 50% of the Minimum Monthly Usage Charge for each remaining on the contract term, whichever is less. Cancellation does not relieve the Customer of the obligation to remit payment of the Minimum Monthly Usage Charge to the Company for the duration of the Minimum Service Period.

Service can be made available under a joint user arrangement whereby the Minimum Service Period and/or Monthly Usage Commitments may be waived for affiliates, employees, patrons, members, etc. of an existing customer.

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D. SERVICE OFFERINGS AND RATES (Continued)

2. Choice Switched 800 Service

Choice Switched 1-800 Service enables small businesses to furnish toll-free access to customers, employees, and others. Under this arrangement, Customers utilize switched access termination facilities to interconnect with Carrier's service. The Minimum Service Period for Service is one month. Customers may select a rate plan tailored to their calling needs as described below.

Service is provided at a base rate of \$.165 per minute. All calls are billed in six second increments. Rates and charges for the service vary depending upon the contract term and traffic volume committed by the Customer for all Choice services.

The following volume discounts are available to qualifying customers. Eligibility for a volume discount is determined by the calculating the customer's total undiscounted monthly usage charges for other services including Choice One Plus and SilverCard Travel Service calls between intrastate, interstate, international points.

Total Monthly Usage	Volume Discount
\$0.00 - \$199.99	0.0%
\$200.00 - \$999.99	2.5%
\$1000.00 - \$2499.99	5.0%
Over \$2500.00	7.5%

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D. SERVICE OFFERINGS AND RATES (Continued)

- 2. <u>Inbound 1-800 Services</u> (Continued)
- c. <u>Choice Switched 800 Service</u> (Continued)

Customers who make a minimum Monthly Usage Commitment are eligible for the following rate reductions. The volume discounts described above are not applicable. The Customer will be responsible for a Minimum Monthly Usage Charge equal to 60% of the Monthly Usage Commitment.

Monthly Usage Commitment	<u>Monthly</u>	1 Year	2 Years
\$200.00	\$.005	\$.010	\$.015
\$1,000.00	.010	.015	.020
\$2,500.00	.015	.020	.025

Customers may subscribe to the service for a 90 day trial period. After that time, Customers who cancel service prior to the expiration of the Minimum Service Period may be subject to a forfeiture of \$200.00 per month or 50% of the Minimum Monthly Usage Charge for each remaining on the contract term, whichever is less. Cancellation does not relieve the Customer of the obligation to remit payment of the Minimum Monthly Usage Charge to the Company for the duration of the Minimum Service Period.

Service can be made available under a joint user arangement whereby the Minimum Service Period and/or Minimum Monthly Usage commitments may be waived for affiliates, employees, patrons, members, etc. of an existing customer.

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D. SERVICE OFFERINGS AND RATES (Continued)

3. Travel Services

Travel Services are available to all Customers and authorized users for use at locations other than the Customer's premises. Access to the Company network is available through 1-800 or 950 access arrangements; the caller will then be prompted to dial the telephone number associated with the called station and an authorization code in order to complete a call. All calls are timed and billed for an initial period of one minute; usage thereafter is timed and billed in six (6) second increments, unless otherwise specified.

- a. SilverCard Travel Service is a service available to business and residential customers and authorized users for use at locations other than the customer's premises. SilverCard Travel Service calls are billed at a rate of \$.25 per minute. A per call charge of \$.25 is also applicable.
- b. The Connections Calling Card offers Customers enhanced features and functions for use when traveling. Customers access the network by dialing a toll-free access number and an authorization code. Standard travel service is provided at a rate of \$.25 per minute and \$.25 per call. The per call charge may be waived for users affiliated with corporate customers and affinity programs. The following features are available to customers:

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Voice Mail	\$.35	Per Minute
Personal Mail Box	\$2.50	Per Month
Information Services	\$.65	Per Minute
Directory Assistance	\$.65	Per Call
Directory Assistance/call completion	\$1.00	Per Call
Conference Calling	\$1.25	Per Conference Leg
•	\$.30	Per Minute Per Leg
Message Delivery Service	\$.75	Per Call
Account Codes		No Charge
Card Limit Service	\$.05	Per Call
Card Number Blocking	\$1.00	Per Card

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D. SERVICE OFFERINGS AND RATES (Continued)

4. Prepaid Calling Card Service

The service enables business and residential customers to place prepaid long distance telephone calls. Customers access the Company's network using a 1-800 access code arrangement. A voice prompt will instruct the caller to dial the called telephone number and authorization code displayed on the card. Upon validation of the information, the call will be completed.

Service is available in all locations throughout Washington, subject to the availability of facilities. Customers may access this service seven (7) days per week, twenty four (24) hours per day. Customers may subscribe to the service by purchasing a prepaid card from the Company or an authorized representative. Charges for use of the Company's facilities will be deducted from the Customer's prepaid account balance as the card is used. Prepaid calling cards will be valid until the Customer's prepaid balance is completely depleted or until the expiration date displayed on the card, whichever occurs first. Callers receive a verbal notification stating the account balance each time the card is used.

Service is offered on a first come, first serve basis and may be subject to technical limitations. Service is provided to the holder of the card. All calls are charged against a prepaid calling card which has a sufficient balance to cover the amount of the call in process. Under some arrangements, callers may utilize a commercial credit card to increase a prepaid balance or renew the prepaid card. Failure of the Card Holder to maintain a positive balance or to input the authorization code of another valid prepaid calling card may result in the disconnection of a call in process; an announcement will advise the caller prior to the disconnection of the call.

Rates and charges vary depending upon the arrangement selected by the Customer. Call duration will be measured in whole minute increments, unless otherwise specified. Credit for interruptions are limited to one minute; no other refunds, credit, or other remittances shall be permitted. All applicable state and federal taxes and fees, including, but not limited to, sales tax, gross receipts tax, municipal tax, and other similar assessments are the responsibility of the Card Holder. Such charges may be deducted from the Customer's prepaid calling card balance.

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SERVICE OFFERINGS AND RATES (Continued)

Prepaid Calling Card Service (Continued) 4.

Calls placed using Prepaid Calling Card Service are charged against the Card Holder's balance as set forth below. Complimentary Calling Card service may be distributed from time to time to customers, businesses, user groups, or others to permit the Card Holder to utilize the Company's prepaid service at no charge. Unit prices vary depending upon the Prepaid Calling Card being used by the caller. For rating purposes, one unit is equal to one minute. The following schedules are available:

- Frequent Caller Calling Card service is designed for high volume users of the Company's .01)prepaid calling card services. Calls are rated at \$0.25 per unit.
- Executive Calling Card service is designed for executives and business travelers. Calls .02)are rated at \$0.35 per unit.
- RoadRunner Prepaid Calling Card service is designed for the trucking and air .03)transportation industry. Calls are rated at \$0.40 per unit.
- MetroServer Calling Card service is a calling card for users whose prepaid calls primarily .04)terminate in major metropolitan areas. Calls are rated at \$0.50 per unit.
- Standard Prepaid Calling Card service is a one-way multi-point service designed for .05)moderate call volume users. Calls placed pursuant to this option are rated at \$0.60 per unit.
- .06)Collector Series Calling Card service features a unique picture, motif, theme, or design on the calling card, or series of calling cards. Calls placed pursuant to this option are rated at \$0.75 per unit.

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SERVICE OFFERINGS AND RATES (Continued)

Conference Calling Service 5.

Conference Calling Service enables customers to conduct telephone conferences with multiple parties in multiple locations. All calls are timed and billed in one minute increments. A variety of options are available. All rates and charges are the responsibility of the entity which scheduled the conference.

Meet Me Service - This arrangement permits all conference participants to dial into the Carrier's bridge location at a designated time. A conference operator will connect each caller with the other conferees. Each caller is responsible for his/her long distance or local charges for access to the conference center. Service is provided at a rate of \$.23 per minute.

Toll-Free Meet Me Service - This conferencing arrangement allows all conference participants dial a toll-free 1-800 into the Carrier's bridge location. The conference operator will then connect the caller with the other conferees. Service is provided at a rate of \$.45 per minute.

Prescheduled Service - Under this arrangement, the Customer provides the name and telephone number for all conference participants and designates a time for the conference to take place. At the designated time, a conference operator will call each conferees and establish the conference. The Customer which scheduled the call is responsible for all conference fees. Service is provided at a rate of \$.45 per minute.

Automated Conference Service - Automated conference service eliminates the need for a "live" operator to administer a conference call. Under this arrangement, each conferees dials into the conference center and is connected with other conferees through a series of prompts. After the conferee inputs the information requested and, in some instances, a pass code, he/she is interconnected with the other conference participants. Service is provided at a rate of \$.40 per minute.

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SERVICE OFFERINGS AND RATES (Continued)

6. Affinity Programs

The Company's long distance services may be offered in conjunction with another company's product or service. Rates and charges vary depending upon the program purchased by the Customer as described below.

- Customer subscribing to Special Touch Service program pay a flat rate of \$.139 per minute a. for all interstate and intrastate calls. Travel Service is provided at a rate of \$.199 per minute. Service is provided for an initial period of one minute; usage thereafter is timed and billed in six (6) second increments.
- Customer subscribing to the FGW program pay a flat rate of \$.189 per minute for intrastate calls. Travel Service is available at a rate of \$.25 per minute. Service is timed and billed in six (6) second increments.
- Customer subscribing to WRG program pay a flat rate of \$.179 per minute for all intrastate c. calls. Service is timed and billed in six (6) second increments.

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SERVICE OFFERINGS AND RATES (Continued)

7. Cellular Service

Cellular Service is available to cellular service providers for use by their customers. Under this arrangement, the cellular telephone is pre-programmed with a toll-free number which connects the cellular customer to the network. Cellular providers may purchase this service at a rate of \$.22 per minute. A \$24.95 activation fee is applicable for each authorization code provided.

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SERVICE OFFERINGS AND RATES (Continued)

8. Special Promotional Offerings

Special discounts or modifications of regular services may be offered, from time to time, to Customers using a particular service. Special promotional offerings may be limited to certain dates, times, and locations.

Customers subscribing to Choice One Plus and Inbound 1-800 services on or after January 1, 1996 will receive the following a discounts off the applicable base rates. Such discounts vary depending upon the Customer's Minimum Service Period. All other terms and conditions of the service are applicable.

Commitment	Monthly	12 Month
\$200.00	\$0.015	\$0.020
\$1000.00	\$.020	\$.025

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