

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO
INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE
FURNISHED BY
RAINIER CONNECT, INC.
(d/b/a The Rainier Group)

BETWEEN POINTS WITHIN THE UNITED STATES

Effective: July 16, 2001

President
Rainier Connect, Inc.
104 Washington Avenue N.
Eatonville, Washington 98328

CHECK SHEET

The title page and pages 1 through 45 inclusive of this price list are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original price list in effect on the date indicated.

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Effective: May 1, 2002

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EXPLANATION OF SYMBOLS

- (C) to signify changes in regulation
- (D) to signify discontinued rate or regulation
- (I) to signify increase
- (M) to signify matter relocated without change
- (N) to signify new rate or regulation
- (R) to signify reduction
- (S) to signify reissued matter
- (T) to signify a change in text but no change in rate or regulation
- (Z) to signify a correction

CONCURRING CARRIER

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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1. **APPLICATION OF PRICE LIST**

1.1 This price list contains the regulations and rates applicable to the provision of Domestic Interstate Telecommunications Service by **RAINIER CONNECT, INC.** (hereinafter referred to as the “Company”), with its principal address at 104 Washington Avenue N., Eatonville, Washington 98328, from its points of presence in the United States to domestic points within the United States. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions by wire, cable, radio and/or a combination thereof.

1.2 When Service and/or facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities which the Company provides.

1.3 Service marks/trademarks of the Company are indicated by “SM” or “TM”, respectively; registered service marks/trademark are indicated by “®”; and copyrights are indicated by “©”. The Company logo is a registered service mark of the Company.

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2. **DEFINITIONS**

The following definitions apply for certain terms used generally throughout this price list:

Answer Supervision: An electrical signal fed back up the line by the LEC at the distant end of a long distance call to indicate positively that the call has been answered.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the communication service as required.

Authorization Code: A multi-digit code which enables a Customer to access Company's network and enables the Company to identify the use for proper billing.

Authorized User: A person, firm, corporation, or other legal entity which is authorized by the Customer to be connected to the service of the Customer. An Authorized User(s) must be named in the Application for Service.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange carrier which automatically identifies through a seven or ten digit number assigned to the Customer, the local exchange line from which a call originates.

Billed Party: The person or entity responsible for payment for the Company's Service as follows:

For an Operator-Assisted Call:

- a. in the case of a Calling Card Call, the holder of the Calling Card used by the Customer;
- b. in the case of a Collect or Third Party call, the party responsible for the local telephone service at the telephone number that agrees to accept charges for the call; and

For a Direct Dial Call:

- a. Direct dial calls are billed to the originating number, or the party assigned the Company's Authorization Code used to complete the call.

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2. **DEFINITIONS** (Cont'd)

Billing Period: The interval between Customer invoice to Customer invoice which shall consist of 30 days.

Business Service: "Business Service" refers to telecommunications service provided to the Customer for use primarily or substantially for a business, professional, institutional or other occupational purpose.

Calling Card Call: A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued by a local exchange or long distance telephone company for this purpose.

Cancellation of Order: A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Collect Call: A billing arrangement which bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call, whether or not they are a presubscribed customer of the Company, shall be responsible for all charges related to the call and shall be subject to the provisions of this price list applicable to the call.

Commission: The Federal Communications Commission.

Company: [RAINIER CONNECT, INC.](#)

Customer: A "Customer" is the person, firm, corporation or other legal entity which: orders, cancels or amends service; is responsible for the payment of charges; and is responsible for compliance with this price list.

2. **DEFINITIONS** (Cont'd)

Customer Dialed Calling Card Call: A Calling Card Call which does not require intervention by a live operator to complete.

Customer-Provided Equipment: Denotes all equipment and facilities provided by the Customer and/or Authorized User, other than those provided by the Company.

Dedicated Access Line or Service: The generic term for a service in which the Customer's traffic passes over an access line connecting the Customer's premise to a Company switch, which is used solely for that Customer's traffic.

Direct Dial Call: A call for which charges are billed to the originating telephone number.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Domestic Interstate Message Telecommunications Service: The term "Domestic Interstate Message Telecommunications Service" denotes the furnishing of direct dial and operator-assisted domestic interstate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channels between and among points within the United States.

End User: The entity who originates a call from an Aggregator location. The End User is typically a member of the transient public and, as such, does not contract directly with the Company for provision or termination of Service.

ECC: Federal Communications Commission.

Holiday: Any of the following Federally recognized holidays: Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day. Calls on Holidays are billed at Off-Peak Rates.

Local Access Transport Area (LATA): A geographic area established for the provision and administration of communications service.

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2. **DEFINITIONS** (Cont'd)

Local Exchange Area: The term "Local Exchange Area" denotes a unit established by the Company for the administration of communications services in a specified area which usually embraces a city, town, or village and its environs.

Local Exchange Carrier (LEC): A Company which provides telecommunications service within a Local Exchange Area.

Normal Business Hours: Normal business hours are represented by the period between 8:30 AM and 5:00 PM at Eatonville, Washington, Monday through Friday, excluding Holidays.

Off-Peak: The time period from 5 PM up to, but not including, 8 AM Monday through Thursday, and from 5 PM Friday up to, but not including, 8 AM Monday. Calls on Holidays are billed at Off-Peak rates.

Operator-Assisted Call: An interstate telephone connection completed through the use of the Company's Operator Services.

Operator Service Surcharge: A fixed surcharge which is added to the per-minute usage charge in calculating the total charges due for a completed Operator-Assisted Call.

Operator Services: Any telecommunications service that includes, as a component, any automated or live assistance afforded to a Customer to arrange for the billing and/or completion of a telephone call through a method other than:

- a. Automatic completion of an operator services call without intervention from a live operator, with billing to the telephone from which the call originated;
- b. Completion through an Authorization Code or a proprietary account number used by the Customer, with billing to an account previously established with the carrier by the Customer; or
- c. Completion in association with Directory Assistance Services.

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2. **DEFINITIONS** (Cont'd)

Peak: The time period from 8 AM up to, but not including, 5 PM Monday through Friday.

Point(s) of Presence: Locations where the Company maintains, through its own facilities or through arrangements with other carriers, an operations center for purposes of providing long distance service.

Premises: Denotes a building or buildings on contiguous property (except railroad right-of-way, etc.) not separated by a public road.

Prepaid Calling Cards: Prepaid calling card service is a transaction in which a Customer pays for service prior to use and the prepaid account is depleted as the Customer utilizes the service. (N)

Residential Service: "Residential Service" means telecommunications service provided to the Customer where the business use, if any, is merely incidental and where the major use is of a social or domestic nature.

Service: "Service" means any or all service(s) provided pursuant to this price list.

Service Points: Those locations from which the Company makes Service available to Customers.

Station: Any location from which a message can be originated or received.

Station-to-Station Call: A call placed to a telephone number, with the understanding that the caller will speak to any person who answers the called number.

2. **DEFINITIONS** (Cont'd)

Switch: A LEC switching system where LEC customer station loops are terminated for purposes of interconnection to each other and to trunks through electronic services used to provide circuit routing and control.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence over dedicated or switched facilities.

Third Party Call: A call for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Usage Charge: A usage charge assessed based on minutes of use to calculate the charges due for a completed call. Additional surcharges may also apply as stated in this price list.

United States: The term "United States" designates the forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, Guam, and the Commonwealth of Northern Mariana Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

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3. **GENERAL RULES AND REGULATIONS**

3.1 **UNDERTAKING OF THE COMPANY**

3.1.1 The Service furnished herein is for the transmission and reception of voice, data and other types of communications. Service 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.

3.1.2 Subject to unavoidable network interruptions, the Company shall endeavor to provide Service 24 hours a day, 7 days a week.

3.1.3 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 Service to and from locations where the necessary facilities and/or equipment are available.

3.1.4 The Company reserves the right to suspend 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 Service furnished by the Company may not be used for any unlawful purpose or for any purpose restricted, limited or prohibited by any action of a government agency having jurisdiction over the Customer, the Company or its Service.

3.2.2 Use of the Service herein in a manner that could interfere with the provision of Service to other Customers or harm the facilities of the Company or others is prohibited.

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3. **GENERAL RULES AND REGULATIONS**

3.2 **USE OF SERVICE** (Continued)

3.2.3 In the event that the Company determines, in 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 notice to the Customer or liability to the Company, discontinue Service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

3.2.4 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary, in its sole judgment, to prevent unlawful use of its Service. The Company will restore Service as soon as it can be provided without undue risk.

3.2.5 The Company may, without incurring any liability, discontinue Service to a Customer immediately and without notice if the Company deems it necessary, in its sole judgment, to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or Services.

3.2.6 The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use. Additionally, the Company may, but is not required to, block calls on Authorization Codes which the Company believes to be unauthorized or fraudulent.

3.2.7 By using Company Authorization Codes or supplying them to individuals or entities, whether intentionally or inadvertently, the Customer agrees to pay the Company all charges, whether authorized or not, incurred as a result of use of the Company Authorization Codes.

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

3.3 **OBLIGATIONS OF THE COMPANY**

3.3.1 Except as otherwise stated in this Section 3.3.1, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this price list. This price list does not limit the liability of the Company for willful misconduct.

3.3.2 The liability of the Company for damage resulting in whole or in part from, or arising in connection with, the furnishing of Service under this price list, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed the dollar amount of the call in which the Service disruption occurred.

3.3.3 The Company shall not be liable for any interruption in Service or other failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of God, fires, flood or other natural or man-made catastrophes; national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages or other labor difficulties; or any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority.

3.3.4 The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used to provide the Company's Service. Nor shall the Company be liable for any damage or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services.

3.3.5 The Company reserves the right to discontinue furnishing Service without notice to the Customer when necessitated by conditions beyond its control or when the Customer is believed to be using the Service in violation of the provisions of this price list or in violation of the law.

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

3.3 **OBLIGATIONS OF THE COMPANY** (Cont'd)

3.3.6 The Company, at its discretion, may discontinue or suspend all or a portion of its Service without notice to the Customer, by blocking Service to certain cities or area codes, or by blocking calls placed using certain Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its Service. The Company will restore its Service 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 one that may have been deactivated.

3.3.7 All or any portion of the Company's Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by or acts or omissions of any such third parties.

3.3.8 THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.3.9 In the event parties other than Customer (*e.g.*, Customer's Authorized Users) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects. The Company shall have no liability to any person or entity other than its Customer

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

3.3 **OBLIGATIONS OF THE COMPANY** (Cont'd)

3.3.10 The Company shall be fully indemnified and held harmless by the Customer from and against all loss, liability, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) due to claims:

- a. for engaging in a criminal enterprise, defamation, libel, slander, invasion of privacy, infringement of copyright, patent, trade name, trade mark or service mark arising from, or in connection with, the material, data, information, or other content transmitted over the Service or facilities furnished by the Company; or
- b. 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; or
- c. resulting from any act or omission of the Customer or Customer's Authorized User relating to use of the Company's Service; or
- d. for any use by the Customer of the Company's Service which has been restricted, limited or prohibited by action of a government agency having jurisdiction over the Customer, the Company or its Service.
- e. Except as allowed in Section 3.6 entitled "CREDIT ALLOWANCES," the Company shall not be liable in whole or in part for errors in transmitting, receiving, or delivering messages over the lines of the Company and Connecting Carriers.
- f. The Company will make all reasonable efforts, unless commercially impracticable, to cure any material failure to provide service caused in whole or in part by year 2000 defects in the Company's hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationships of Company and non-Company processes, equipment and systems, the Company is not responsible for failures caused in whole or in part by circumstances beyond its control, including, but not limited to, failures caused by: the customer; (2) other telecommunications providers; or (3) customer premises equipment. In addition, the Company does not ensure compatibility between the Company services and non-Company services used by the customer.

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

3.3 **OBLIGATIONS OF THE COMPANY** (Cont'd)

3.3.11 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, guests 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.

3.3.12 The Company reserves the right to immediately terminate, without advance written notice and without any liability whatsoever, the provision of Service to any Customer if the Company determines in its sole discretion that the Customer is using or permitting the Service 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 800/888 calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

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

3.3 **OBLIGATIONS OF THE COMPANY** (Cont'd)

3.3.13 The Company is not liable for any damages, including but not limited to, toll usage charges, the Customer may incur as a result of the unauthorized use of the Customer's telephone facilities or Company Authorization Codes. The Company may work with the Customer to recommend possible solutions to reduce unauthorized use. However, the Company does not warrant or guarantee that its recommendations will prevent unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities and Company Authorization Codes.

3.4 **OBLIGATIONS OF THE CUSTOMER**

3.4.1 The Customer shall be responsible for damages to the Company's facilities or that of its LEC 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.

3.4.3 The Customer will guarantee the compliance by the Customer's Authorized User(s) with 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 compliance with the provisions of this price list.

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

3.4 **OBLIGATIONS OF THE CUSTOMER** (Cont'd)

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 Service provided under this price list, provided however, that, where there is no interruption or relocation of use, 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 Service, and the unexpired portion of the minimum period and the termination liability applicable to such Service, 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 Service, and the unexpired portion of the minimum period and the termination liability applicable to such Service, if any.

3.4.5 If the Customer wishes to assign or transfer the right to use Service 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 at the sole discretion of the Company. All regulations and conditions contained in this price list shall apply to such assignee or transferee.

3.4.6. The assignment or transfer of Service 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.

3.4.7 With respect to the Company's Inbound 800/888 Service, 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

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

3.4 **OBLIGATIONS OF THE CUSTOMER** (Cont'd)

Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish Service to any Customer that fails to comply with these conditions.

3.4.8 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 any liability to 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 Carrier 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 provide pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

3.5 **BILLING AND PAYMENT REGULATIONS**

3.5.1 Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until the Company's receipt of a written request from the Customer for the disconnection of Service, unless other restrictions apply. 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 charges for the Company's Service, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes or assessments, such as the Universal Service Fund assessment, resulting from the Services furnished by the Company. Such taxes or assessments 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 furnished by the Company. This includes payment for calls or service (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g., 800/888 Service and Collect Calls); (c) billed to the Customer's number via third number billing, a calling card, a Company-assigned Authorization Code, or other special billing number; and/or (d) incurred at the specific request of the Customer.

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

3.5 **BILLING AND PAYMENT REGULATIONS** (Cont'd)

3.5.3 The Customer's responsibility for payment of all charges for Service furnished by the Company 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 Inbound 800/888 Service, which may be occasioned by third parties, including, without limitation, the Customer's employees, guests and/or members of the public who dial the Customer's Inbound 800/888 number by mistake.

3.5.4 In instances of a dispute, the Customer is required to pay the undisputed portion of the invoice in its entirety. Undisputed amounts not paid within 30 days from the due date stated on the invoice will be considered delinquent and will be subject to a late payment fee of 1.5 percent per month.

3.5.5 If a Customer accumulates more than \$200.00 in undisputed delinquent charges, the Company reserves the right to refuse a request for a change in Service until such undisputed charges are paid in full.

3.5.6 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service. Upon application for Service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then-existing credit policies.

3.5.6.1 Applicants or Customers whose creditworthiness is not established to the reasonable satisfaction of the Company, or is not a matter of general knowledge, may be denied Service or may be required to make, at any time, a deposit in an amount equaling up to two months actual or estimated charges for the Service provided. The Company may increase the amount of any deposit previously required if, in the Company's sole discretion, it is reasonably necessary to guarantee payment for Service.

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

3.5 **BILLING AND PAYMENT REGULATIONS** (Cont'd)

3.5.6.2 In the case of a cash deposit, interest will be paid, at a rate not to exceed eight percent (8%) per year for the period during which the deposit is held by the Company. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, Service may be canceled by the Company upon written notice.

3.5.6.3 At the Company's option, a Customer's deposit, with interest, may be refunded or credited to the Customer at, or any time prior to, termination of service. The Customer may elect to apply the deposit to future invoices or receive payment of the deposit amount. However, if any balance is outstanding on the Customer's account at the time of termination, the Company reserves the right to apply the Customer's deposit and accrued interest against the Customer's unpaid balance. The refunding or crediting of Customer's deposit and accrued interest in no way relieves Customer from complying with all terms and provisions contained in the Company's price list or from tendering payments when due.

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 amounts owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

3.5.8 In the event that a check or draft tendered by a Customer is returned, a fee of \$20.00 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.

3.5.9 All stated charges in this price list are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes), including Universal Service Fund assessments, whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this price list. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.

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

3.5 **BILLING AND PAYMENT REGULATIONS** (Cont'd)

3.5.10 If Customer seeks to have the Company reinstitute Service, Customer shall pay to the Company prior to the time Service is reinstated (1) all accrued and unpaid charges, and (2) a deposit, as determined by the Company.

3.5.11 The Company reserves the right, under federal law, to backbill for a period of up to two (2) years for an amount equal to the accrued and unpaid charges for use of the Company's Service actually made by Customer.

3.5.12 Customers billed by a local exchange telephone company on behalf of the Company are responsible for any late payment charges imposed by the local exchange telephone company.

3.6 **CREDIT ALLOWANCES**

3.6.1 **Interruption of Service**

3.6.1.1 Credit for failure of Service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this price list, all equipment, facilities and/or Service for which the Company renders an invoice for payment are considered provided by the Company whether or not the equipment, facilities and/or Service are owned and operated by the Company unless otherwise provided by the terms of this price list.

3.6.1.2 No credit will be allowed for failure of Service or equipment due to Customer-provided facilities or any act or omission of the Customer, its Authorized User(s), 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.

3.6.1.3 Credit allowance time for failure of Service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the Service has been restored and an attempt has been made to notify the Customer.

3.6 CREDIT ALLOWANCES (Cont'd)

3.6.1 Interruption of Service (Cont'd)

3.6.1.4 The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.

3.6.1.5 Only those portions of the Service or equipment operation materially interfered with will be credited.

3.6.2 Limitation Allowances

No credit allowance will be made for:

- a. Interruptions due to the negligence of, or noncompliance with the provisions of this price list by the Customer, Authorized User, or other common carrier providing service connected to the Service of the Company;
- b. Interruptions of Service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, or other common carrier providing service connected to the Service offered by the Company;
- c. Interruptions of Service during any period in which the Company is not given access to the premises at which the Company-provided Service is interrupted or terminated.
- d. Interruptions of Service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
- e. Interruptions of Service during any period when the Customer or Authorized User has relinquished Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service.

Effective: July 16, 2001

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

3.7 **EQUIPMENT**

3.7.1 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 Service or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's Service or equipment.

3.7.2 The Customer shall operate its equipment and facilities so as not to interfere with any other Customer's use of the Company's Services or equipment.

3.7.3 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 the Company's Service or for safety reasons.

3.7.4 The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to Service furnished by the Company 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.

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

3.8 **CANCELLATION OF SERVICE**

3.8.1 For any of the following reasons, the Company may terminate Service upon at least 8 days' notice, or cancel an application for Service, 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 rendering of the bill.

3.8.1.2 In the event of a material violation of any regulation governing the provision of Service under this price list or 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 Service 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, terminate 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. Termination of Service will be effective on the date specified on the notice.

3.8.3 Service may be canceled by the Customer only upon receipt of written notice to the Company. Customer will be responsible for usage up to the Cancellation Date. In the event the Company is unable to disconnect the Customer's Service by the Cancellation Date, the Customer will be responsible for any usage until Service is terminated.

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

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

3.8 **CANCELLATION OF SERVICE** (Cont'd)

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 Except as otherwise provided in this price list or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.

3.8.7 Where the Company terminates Service to a Customer 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 terminated. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

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 terminate or suspend Service as otherwise provided in this price list, the minimum service period is 30 days. Thereafter, termination of service by Customer is effective as of the end of the next business day after the Company receives the Customer's written request to cancel Service.

3.9.3 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.

3.9.4 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.

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

3.9 **DETERMINATION AND RENDERING OF CHARGES**

3.9.5 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.

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

3.10 **SPECIAL SERVICES**

For purposes of this price list, a Special Service is deemed to be any service requested by the Customer for which there is no prescribed rate/service in this price list. Such specially contracted rates/services will be available to Customers on an individual case basis and will be priced according to the contract between the Customer and the Company.

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

3.11 **CALCULATION OF BILLABLE TIME (USAGE CHARGES)**

3.11.1 Unless otherwise specifically stated in this price list, all calls, regardless of time period, lasting one minute or a fraction thereof are subject to a minimum billing increment of one minute. Calls are billed in six (6) second increments thereafter, with additional seconds rounded up to the next full six (6) second increment.

3.11.2 Chargeable time begins when the connection is established between the calling station and the called telephone number and ends when the connection is terminated.

3.11.3 In determining usage charges, Peak/Off-Peak/Holiday rate periods, as defined in Section 2, apply, unless otherwise indicated, and are based on the time at the location where the call originates. 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.

3.11.4 Charges for a fractional part of a month are calculated by counting the number of days in the billing period during which Service is furnished. Divide that number of days figure 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.

3.11.5 All per-call charges of fractional cents shall be rounded to the next full cent unless otherwise stated.

3.12 **Individual Case Basis (ICB) Pricing Arrangements**

Customized service packages and competitive pricing arrangements at negotiated rates may be furnished by the Company on a case-by-case basis in response to requests by Customers for proposals or for competitive bids. ICB Pricing Arrangements for various services, usage volumes and contract terms will be provided to the customer pursuant to contract. Specialized packages of services, rates, volumes and terms will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

Effective: July 16, 2001

4. **SERVICE OFFERINGS**

4.1 **General Description.** The Company's Interstate Message Telecommunications Service allows a Customer to originate interstate calls in areas with Equal Access capabilities by presubscribing to the Service. The applicable usage rate depends upon the terminating points and the rate period(s) in which the call occurs. Unless stated otherwise, calls are billed in six (6) second increments after an initial minimum billable period of one minute. All Customer ANI's do not need to be presubscribed to the Company in order to qualify for these rates.

4.2 **1-RATE CALLING**

4.2.1 **Description.** 1-Rate Calling Service offers the Customer a single per-minute rate for direct dialed interstate long distance calling, regardless of the time of day (Peak/Off-Peak/Holiday) in which the call is placed.

4.2.1.1 Service via equal access facilities is available to Customers served by any LEC equal access office.

4.2.1.2 Company-provided Service is available for calls originating and terminating at points within the contiguous 48 states, the District of Columbia, Alaska, Hawaii, the U.S. Virgin Islands, Puerto Rico, Guam and the Commonwealth of Northern Mariana Islands.

4.2.2 **Usage Charges.** The rates applicable for 1-Rate Calling Service are set forth in Section 5.1.

4.2.3 **Discount Plan.** A discount will apply to Customers whose aggregate toll charges under the 1-Rate Calling Service meet or exceed defined levels. If the Customer's toll charges under the 1-Rate Calling Service in any one month billing period meet the level to obtain a discount, the discount level achieved will be applied to the Customer's entire toll charges under the 1-Rate Calling Service for that billing period. Operator-Assisted calls, Directory Assistance calls, and Inbound Service calls do not count toward the volume discount.

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4. **SERVICE OFFERINGS (Cont'd)**

4.2 **1-RATE CALLING (Cont'd)**

(N)

4.2.4 **Block of Time Plan.** Block of Time service provides Service to Customers at a flat monthly charge. The Customer is allotted a block fo time (Minutes) each month to use for their long distance calling needs. If the Customer's usage in any one month exceeds the Bloc of Minutes allotted, the the Customer is charged a flat per minute rate for all calls over and above the monthly Block of Minutes.

4.2.4.1 **Usage Charges.** The rates applicable for Block of Time Plans are set forth in Section 5.3A.

Effective: May 1, 2002

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4. **SERVICE OFFERINGS** (Cont'd)

4.3 **OPERATOR SERVICES**

4.3.1 **Description.** Charges for Operator Services may be billed to a Customer's Local Exchange Company (LEC) calling card account, or to the calling station, called station or a designated third party station. Charges may not be billed to public payphones or to stations outside the United States. Operator Service rates will apply to the following types of calls:

- a. **Customer Dialed Calling Card Station** - Calls completed without the assistance of a live Company operator when the charges are billed to the LEC calling card account entered by the calling party.
- b. **Operator Station** - Calls completed with the assistance of a live Company operator on a station-to-station basis may be billed to the Customer's LEC calling card account, or to the calling station, called station or a designated third party station.
- c. **Person-to-Person** - Calls completed with the assistance of a live Company operator to a particular person, station, department or PBX extension specified by the calling party may be billed to the customer's credit card or LEC calling card account, or to the calling station, called station or a designated third party station.

Effective: July 16, 2001

4. **SERVICE OFFERINGS** (Cont'd)

4.3 **OPERATOR SERVICES** (Cont'd)

4.3.2 Usage Charges. Calls are billed in full one minute increments, and fractions of a minute are rounded up to the next full minute. The charges for Operator Services will be the per-minute usage rates appearing in Section 5.4, plus a per-call surcharge dependent upon the type of Operator Service provided. In addition, an Operator Dialed Surcharge will apply on a per-call basis when the Customer has the capability of dialing all the digits necessary to complete the call, but elects to dial only the operator code and requests the operator to dial the called station.

4.4 **INBOUND 800/888 SERVICE**

4.4.1 Description. The Company's Inbound Service enables the Customer to receive Inbound Service calls at the Customer's residence (Homebound 800/888 Service) or the Customer's business (Businessbound 800/888 Service). The Service is accessed via 800 or 888 Numbering Plan Area Codes (NPAs) originating on feature group facilities provided by a LEC and terminates on a regular residential or business line. Inbound Service is not available to or from Guam or the Commonwealth of Northern Mariana Islands.

4.4.2 Regulations Applicable to All Inbound Service.

4.4.2.1 The Company reserves the right to require an applicant for the Company's Inbound Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.

4.4.2.2 The Company's Inbound Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this Service without injurious effect upon it or any Service rendered by the Company. The Company may terminate or refuse to furnish Inbound Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the Service would interfere with or impair any Service rendered by the Company.

4. **SERVICE OFFERINGS** (Cont'd)

4.4 **INBOUND SERVICES** (Cont'd)

4.4.2.3 The Customer must obtain an adequate number of access lines for the Company Inbound Services to handle the Customer's expected demand in order to prevent interference or impairment of this Service or any other Service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish the Company's Inbound Service to any Customer that fails to comply with these conditions.

4.4.2.4 Each Inbound Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any 800/888 or other toll free telephone number associated with the Company's Inbound Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be redesignated as a spare number in the Company's 800/888 database by the Company upon written notice to the Customer.

4.4.2.5 If the Customer requests assignment of a specific Inbound Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than sixty (60) days.

4. **SERVICE OFFERINGS** (Cont'd)

4.4 **INBOUND SERVICES** (Cont'd)

4.4.2.6 Nothing in this Section, or in any other provision of this price list, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved an Inbound Service telephone number hereunder or Customers who subscribe to and use the Company's Inbound Service or their transferee or assigns, any ownership interest or proprietary right in any particular 800, 888 or other toll-free number; however, upon placing a number actually and substantially in use, as defined above, the Customer does have a controlling interest in the 800, 888 or other toll free number(s) assigned to it and which are actually and substantially in use by the Customer. The Customer may retain use of its 800, 888 or other toll free number assignments, regardless of changes in its Inbound Service carrier, unless charges owed to the Company remain outstanding.

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4. **SERVICE OFFERINGS** (Cont'd)

4.4 **INBOUND SERVICES** (Cont'd)

4.4.2.7 In the event that a Customer cancels the Company's Inbound Service, the Customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any service obtained by or on behalf of the Customer by the Company.

4.4.2.8 It is the Customer's responsibility to provide Answer Supervision back to the Company point of connection even when the Company's Inbound Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.

4.4.3 Feature Charges - Feature Charges are determined by the specific feature requested by an Inbound Service Customer. These charges are in addition to 800/888 usage charges and are not subject to discounting.

<u>Feature</u>	<u>Set-up Charge</u>	<u>Monthly Recurring Charge</u>
Toll Free Number Charge (per toll free number)	N/C	N/C
Reservation Charge (per toll free number) (max. 10 numbers per Customer)	N/C	N/C
Time of Day Routing (per toll free number)	N/C	N/C
Day of Week Routing (per toll free number)	N/C	N/C
Change Inbound Service Destination Number (via service order)	\$ 15.00	N/C
Expedite Inbound Service Order (per order)	\$ 50.00	N/C

Effective: July 16, 2001

4. **SERVICE OFFERINGS** (Cont'd)

4.4 **INBOUND SERVICES** (Cont'd)

4.4.3 **Feature Charges** (Cont'd)

<u>Feature</u>	<u>Set-Up Charge</u>	<u>Monthly Recurring Charge</u>
Add/Change Area of Service Screening	\$ 25.00	N/C
Add/Change Canadian Toll Free Origination	N/C	N/C
Add/Change Caribbean (Puerto Rico and U.S. Virgin Islands)	N/C	N/C
Add/Change Alaska	N/C	N/C
Add/Change Hawaii	N/C	N/C
Nationwide Toll Free Directory Listing (per toll free number)	\$ 10.00	\$ 20.00
Expedite Directory Listing	\$ 25.00	N/C

Effective: July 16, 2001

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.4 **INBOUND SERVICES** (Cont'd)

4.4.4 **Businessbound 800/888 Service.** Businessbound 800/888 is an inbound service available to the Company's business Customers by which the Customer receives calls that are paid for by the Customer rather than the calling party via an 800, 888, or other toll free telephone number. Rates are determined by the rate period (Peak/Off-Peak/Holiday) and minutes of use within each rate period.

4.4.5 **Homebound 800/888 Service.** Homebound 800/888 is an inbound service available to the Company's residential Customers by which the Customer receives calls that are paid for by the Customer rather than the calling party via an 800, 888, or other toll free telephone number. Rates are determined by the rate period (Peak/Off-Peak/Holiday) and minutes of use within each rate period.

4.4.6 **Real Savings 800/888 Service.** The Customer's 800/888 calling volume is eligible for discount if certain levels of aggregate charges are achieved. (N)

4.4.7 **Flat Rate 800/888 Service.** Customers can subscribe to the Company's Flat Rate 800 plan. This plan has a flat monthly charge and a lower per minute rate on the Customer's 800/888 calls. (N)

4.4.8 **Rates.** The rates for Businessbound , Homebound, Real Savings, and Flat Rate 800/888 service are set forth in Sections 5.5.1, 5.5.2, 5.5.3, and 5.5.4 respectively. (T)

4.4.9 **Payphone Surcharge.** Calls received by an Inbound Service Customer from a payphone are subject to the per-call surcharge in Section 5.5.5. (T)

Effective: May 1, 2002

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.5 **DIRECTORY ASSISTANCE**

4.5.1 **Description.** Long Distance Directory Assistance is available to Customers of Company's Service. A charge applies to each call made to the Directory Assistance Operator regardless of whether the Directory Assistance Operator is able to furnish the requested telephone number. A maximum of two requests for telephone numbers may be made on each call to the Directory Assistance Operator.

4.5.2 **Credit Allowance.** A credit allowance for a Directory Assistance call will be provided at the Customer's request after experiencing poor transmission quality, receiving an incorrect telephone number, or inadvertently misdialing the intended Directory Assistance number.

4.5.3 **Rates.** The rates for Directory Assistance are set forth in Section 5.6.

4.5.4 **Handicapped Exemption.** Handicapped Customers who qualify for an exemption from Directory Assistance charges due to visual or other physical disabilities will be required to submit a written letter of verification to the Company. If an exemption is granted, each billed Directory Assistance call will appear on the subsequent month's bill as a credit.

Effective: July 16, 2001

4. **SERVICE OFFERINGS** (Cont'd)

4.6 **CALLING CARD SERVICE**

4.6.1 **General.** Calling Card Service is an 800 number-based calling card service which permits Customers who have arranged for a Company-issued calling card to make calling card calls throughout the Continental United States, including the District of Columbia, and Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and Canada. The rates for this service are provided for in Section 5.7 herein.

Each fractional minute shall be rounded up to the next minute for billing purposes.

The Customer assumes complete liability for the card in the event it is lost, stolen, or if unauthorized use of the card has occurred.

4.6.2 **Operator Assisted Calls.** Calls requiring or requesting operator completion, quotation of charges, dialing instructions, information or directory assistance may be completed with the Company's Calling Card. The rates for these calls are provided in Section 5.7.2 herein.

4.6.3 **Enhanced Features**

- a. Conference Calling calls can be completed with the Calling Card. The use of the Conference Calling feature requires the use of an operator. This service provides the Customer with the capability to hold between three or more individuals with or without advanced notice. The rates for conference calling are provided for in Section 5.7.2 herein.
- b. Speed Dialing can be completed with the Calling Card. This feature allows for up to 9-speed frequently dialed numbers to be programmed into memory 1 through 9 for simplified 3-digit dialing for future calls. After these frequently dialed numbers are programmed, the telephone numbers can be dialed by the 3-digit code instead of the 10 digit area code and number. This feature is provided for no additional fee with subscription to the Company's Calling Card.

Effective: July 16, 2001

4. **SERVICE OFFERINGS** (Cont'd)

4.6 **CALLING CARD SERVICE** (Cont'd)

- c. Message Store and Forward is a feature that allows the cardholder to record a message in his/her own voice to be delivered immediately or recorded for delivery up to 30 days in the future to domestic locations. Messages can be up to 1 minute in length for domestic deliveries and up to 2 minutes in length for broadcast messages to as many as 20 U.S. telephone numbers. Messages can be recorded 24 hours-a-day and message delivery is attempted 8 times over a 4-hour time frame to ensure delivery. There is also a 7-digit delivery confirmation number so that the cardholder can check message delivery status. The rates for this feature are provided for in Section 5.7.2 herein.
- d. Voice News Network is a feature that gives cardholders information on weather, sports, news and scores, stock quotes on financial news, headline news, soap opera updates, horoscopes and lottery results. The rates for this service are provided for in Section 5.7.2.

4.6.4 Payphone Surcharge. Calls placed by a Calling Card Service Customer from a payphone are subject to the surcharge in Section 5.7.2

4.7 **PROMOTIONAL OFFERINGS**

From time to time, the Company may offer special promotional offerings allowing special discounts or modifications of its regular service offerings to its Customers. Such offerings may be limited to certain dates, times, and locations. Geographically-specific promotions will be limited to a maximum of 90 days.

4. **SERVICE OFFERINGS** (Cont'd)

4.7 **PREPAID CALLING CARDS**

(N)

1. Prepaid calling card service allows a customer to purchase a card which will allow them to make long distance calls. The number of minutes of long distance calling are fixed on the card purchased. Since the customer prepays for this service, no charges are rendered upon use of the card.
2. Calls are made utilizing an 800 number platform. When the customer utilizes their card, the minutes used are deducted from their card. Upon total depletion of the minutes the card is no longer useable.
3. Cards will be distinguished and priced based on the number of minutes assigned to each card.
4. The card is valid for one year from the date of purchase.
5. Upon depletion of the card, customers will not be allowed to refresh and add more minutes to the card. They will need to purchase a new card at that time.
6. Prepaid calling cards will be valid for domestic Interstate (Out-of-State) and Intrastate (In-State) originating and terminating calls within the contiguous 480 States.

Effective: February 2, 2002

5. RATES FOR SERVICE OFFERINGS

5.1 1-RATE CALLING

5.1.1 Per-Minute Rate

	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Initial Minute</u>	<u>6 Second Increments</u>	<u>Initial Minute</u>	<u>6 Second Increments</u>
Contiguous 48 States & DC	\$0.10	\$0.01 0	\$0.10	\$0.010
Hawaii	\$0.15	\$0.015	\$0.15	\$0.015
Alaska	\$0.18	\$0.018	\$0.18	\$0.018
Guam	\$0.30	\$0.030	\$0.30	\$0.030
Northern Mariana Islands	\$0.60	\$0.060	\$0.60	\$0.060
U.S. Virgin Isl/Puerto Rico	\$0.20	\$0.020	\$0.20	\$0.020

(R)

5.1.2 Discount Plan. Aggregate domestic interstate toll charges incurred under the Company's 1-Rate Calling Service in a one month billing period at the levels specified below are subject to the following discount on all toll charges incurred under the 1-Rate Calling Service plan during that one month billing period. Operator-Assisted calls and Directory Assistance calls do not count toward the volume discount and the discount does not apply to such calls.

<u>Aggregate 1-Rate Toll Charges</u>	<u>Applicable Discount</u>
\$25.00 to \$49.99	10%
\$50.00 or more	25%

5.2 ANY TIME ANY WHERE CALLING

5.2.1 Per-Minute Rate

	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Initial Minute</u>	<u>6 Second Increments</u>	<u>Initial Minute</u>	<u>6 Second Increments</u>
Contiguous 48 States & DC	\$0.12	\$0.012	\$0.12	\$0.012

5.2.2 There are no discounts applicable to this plan. All other rates outside of the Contiguous 48 State and DC come under the 1-Rate Calling Plan.

Effective: May 1, 2002

5. **RATES FOR SERVICE OFFERINGS (Cont'd)**

5.3 **FLAT RATE CALLING**

5.3.1 **Per-Minute Rates**

	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Initial</u>	<u>6 Second</u>	<u>Initial</u>	<u>6 Second</u>
	<u>Minute</u>	<u>Increments</u>	<u>Minute</u>	<u>Increments</u>
Contiguous 48 States & DC	\$0.07	\$0.007	\$0.07	\$0.007

5.3.2. The Flat Rate Calling plan includes a \$4.95 per month monthly recurring charge per line. No discounts are applicable for this plan. The monthly charge is incurred regardless of the amount of toll usage. This plan does not affect other calling areas. All other calls outside of the Contiguous 48 states and D.C. fall under the 1-Rate Calling Plan.

5.3A **BLOCK OF TIME**

(N)

Each plan has a flat monthly charge and a block of time (minutes) allowed for each month. Minutes in excess of the monthly block of time allowance will be charged a per minute rate.

5.3.A.1 **Per Minute Rates**

a. **Choice 100 Plan**

	<u>Monthly</u>	<u>Monthly</u>
	<u>Charge</u>	<u>Minutes</u>
Contiguous 48 States	\$ 10.00	100
Per Minute Charge (in excess of 100 minutes) \$0.10		

b. **Choice 250 Plan**

	<u>Monthly</u>	<u>Monthly</u>
	<u>Charge</u>	<u>Charge</u>
Contiguous 48 States	\$ 25.00	250
Per Minute Charge (in excess of 250 minutes) \$0.10		

Effective: May 1, 2002

5. **RATES FOR SERVICE OFFERINGS (Cont'd)**

5.4 **OPERATOR SERVICES**

5.4.1 **Per-Minute Rates**

Usage is billed in one (1) minute increments. Fractions of a minute are rounded up to the next full minute.

<u>Peak</u>		<u>Off-Peak</u>	
<u>1st</u>	<u>Add'l</u>	<u>1st</u>	<u>Add'l</u>
<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
\$0.22	\$0.22	\$0.22	\$0.22

5.4.2. **Per-Call Surcharges**

Person-to-Person	\$ 3.50
Person-to-Person Collect	\$ 3.50
Station-to-Station	\$ 2.00
Station-to-Station Collect	\$ 2.00
Third Party	\$ 2.00
Operator Dialed	\$ 1.00

Effective: July 16, 2001

5. **RATES FOR SERVICE OFFERINGS** (Cont'd)

5.5 **INBOUND SERVICES**

5.5.1 **Businessbound 800/888 Service Rates**

	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Initial</u>	<u>6 Second</u>	<u>Initial</u>	<u>6 Second</u>
	<u>Minute</u>	<u>Increments</u>	<u>Minute</u>	<u>Increments</u>
Contiguous 48 States & DC	\$0.120	\$0.0120	\$0.120	\$0.0120
Alaska	\$0.240	\$0.0240	\$0.240	\$0.0240
Hawaii	\$0.220	\$0.0220	\$0.220	\$0.0220
USVI/ Puerto Rico	\$0.240	\$0.0240	\$0.240	\$0.0240

5.5.2 **Homebound 800/888 Service Rates**

	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Initial</u>	<u>6 Second</u>	<u>Initial</u>	<u>6 Second</u>
	<u>Minute</u>	<u>Increments</u>	<u>Minute</u>	<u>Increments</u>
Contiguous 48 States & DC	\$0.120	\$0.0120	\$0.120	\$0.0120
Alaska	\$0.240	\$0.0240	\$0.240	\$0.0240
Hawaii	\$0.220	\$0.0220	\$0.220	\$0.0220
USVI/ Puerto Rico	\$0.240	\$0.0240	\$0.240	\$0.0240

5.5.3 **Real Savings Discount Plan.**

(T)

	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Initial</u>	<u>6 Second</u>	<u>Initial</u>	<u>6 Second</u>
	<u>Minute</u>	<u>Increments</u>	<u>Minute</u>	<u>Increments</u>
Contiguous 48 States & DC	\$0.10	\$0.010	\$0.10	\$0.010

Aggregate 800/888 Charges

\$25.00 to \$49.944

\$50.00 or more

Applicable Discount

10%

25%

(M)

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Effective: May 1, 2002

5. **RATES FOR SERVICE OFFERINGS** (Cont'd)

5.5 **INBOUND SERVICES** (Cont'd)

5.5.3 **Real Savings Discount Plan** (Cont'd)

If a Customer subscribes to both the Company's Inbound Service and its 1-Rate Calling Service, the Discount Plan specified above will apply to the aggregate toll calls for both MTS (1+) and 800/888 services for each one-month billing period.

All other rates outside of the Contiguous 48 State and DC come under the Businessbound and Homebound plan rates.

5.5.4 **Flat Rate 800/888 Plan** (N)

	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Initial</u>	<u>6 Second</u>	<u>Initial</u>	<u>6 Second</u>
	<u>Minute</u>	<u>Increments</u>	<u>Minute</u>	<u>Increments</u>
Contiguous 48 States & DC	\$0.07	\$0.007	\$0.07	\$0.007

In Addition to the per minute rate, the 800 Flat Rate 800/888 Plan includes a \$4.95 per month recurring charge per line.

All other rates outside of the Congiuous 480 States and DC come under the Businessbound and Homebound plan rates.

5.5.5 **Payphone Surcharge.** (T)(M)

Calls received from a payphone: \$0.30 per call

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Effective: May 1, 2002

President
Rainier Connect, Inc.
104 Washington Avenue N.
Eatonville, Washington 98328

5. **RATES FOR SERVICE OFFERINGS** (Cont'd)

5.6 **DIRECTORY ASSISTANCE**

5.6.1 **Rates**

\$0.65 per call.

5.7 **CALLING CARD SERVICE**

5.7.1 **Calling Card Usage Charges**

<u>Call Originates In</u>	<u>Call Terminates In</u>	<u>Per Minute Rate</u>
Continental U.S.	Continental U.S.	\$0.30
Continental U.S.	Alaska, Hawaii, Puerto Rico, Guam, U.S. Virgin Islands, Northern Mariana Islands	\$0.45
Continental U.S.	Canada	\$0.85
Canada	Continental U.S.	\$0.85
Canada	Alaska, Hawaii, Puerto Rico, Guam, U.S. Virgin Islands, Northern Mariana Islands	\$2.00

5.7.2 **Calling Card Special Calls/Features Charges**

a.	Directory Assistance	\$1.00 per call
b.	Operator Assisted Calls	
	Station-to-Station	\$2.00 per call
	Person to Person	\$3.50 per call

Effective: July 16, 2001

5. **RATES FOR SERVICE OFFERINGS** (Cont'd)

5.7 CALLING CARD SERVICE (Cont'd)

5.7.2 Calling Card Special Calls/Features (Cont'd)

c. Enhanced Calling Card Features

(i) Conference Calling

- Set up fee per participant on Call \$2.75

- Weekday (Monday 12:00 a.m. to
Friday 11:59 p.m.) Rates:

Continental U.S. \$0.50 per min

- Weekend (Saturday 12:00 a.m.
through Sunday 11:59 p.m.) Rates:

Continental U.S. \$0.30 per min

(ii) Message Store and Forward

to US States \$2.00 per msg.

to Canada, Puerto Rico, U.S. Virgin Islands \$6.00 per msg.

Broadcast Message up to 5 ANIs \$8.00 per msg.

Broadcast Message up to 10 ANIs \$30.00 per msg.

Broadcast Message up to 20 ANIs \$55.00 per msg.

(iii) Speed Dialing

N/C

(iv) Voice News Network

\$0.40 per min.

Effective: July 16, 2001

5 **RATES FOR SERVICE OFFERINGS** (Cont'd)

5.7 CALLING CARD SERVICE (Cont'd)

5.7.2 Calling Card Special Calls/Features (Cont'd)

d. Per Call Surcharges

The following per call surcharge applies based on the originating location of the call.

- Calls placed from a Payphone \$0.30 per call
- All calls placed from Continental U.S. to Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, Northern Mariana Islands \$1.50 per call
- All calls placed from Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, Northern Mariana Islands to Continental U.S. \$1.50 per call
- All calls placed from Continental U.S. to Canada or Canada to Continental U.S. \$1.50 per call
- All calls placed from Canada to Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, Northern Mariana Islands \$1.50 per call

5.8 Prepaid Calling Card Service

(N)

5.8.1 Usage Charges

a. Usage Rates – Contiguous 48 States

Minutes will be deducted from the card at the following per minute rate \$0.20