



Long Distance

**WESTERN LONG DISTANCE, INC.
d/b/a WHIDBEY TELECOM LONG DISTANCE
a/d/b/a WHIDBEY LONG DISTANCE
a/d/b/a POINT ROBERTS LONG DISTANCE
a/d/b/a HAT ISLAND LONG DISTANCE**

**TOLL TELECOMMUNICATIONS SERVICE
PRICE LIST**

APPLICATION OF PRICE LIST

This price list applies to toll services furnished by WESTERN LONG DISTANCE, INC., hereinafter referred to as the "Company," for the provision of Telecommunications Service for communications initiated from locations between and among domestic points in the United States and from the Company's points of presence in the United States to international points listed herein. 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 and only where appropriate switching and routing arrangements are available on a reasonable basis.

When services and 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 it supplies.

SERVICE CHARGES

Bundled Minute Plans

	Minutes Included	Price per month
PureConnect 100	100	\$4.99
PureConnect 300	300	\$15.99
PureConnect 500	500	\$24.99
PureConnect 1000	1000	\$49.99
PureConnect 2000	2000	\$99.99
PureConnect 3000	3000	\$144.99
PureConnect 5000	5000	\$239.99

The PureConnect Plans include continental US (interstate and intrastate), Alaska, Hawaii, Puerto Rico, US Virgin Islands and Canada calling. International (except Canada) calling is not included. Customer must be presubscribed to the Company for both intraLATA and interLATA jurisdictions for participation in the PureConnect Plans. Roll-over of minutes month-to-month is not allowed. Customers can choose on a) per line, or b) per account basis, but not a hybrid. (For example, if a business has 5 lines, it can bundle all 5 into one plan (per account), or individual lines to a single plan).

Monthly amounts (i.e., Minutes and Monthly Charges) shall apply and will be prorated for partial billing periods. Set up fees are waived. Rate per minute for usage over plan minutes is \$0.10 per minute.

"ANYTIME, ANYWHERE" PLAN

Usage Charges

a. Per Minute Rate

<u>Interstate</u>	<u>Intrastate</u>	<u>Canada</u>
\$0.075*	\$0.099	\$0.109

"BEST RATE" PLAN

Usage Charges

a. Per Minute Rate

<u>Interstate</u>	<u>Intrastate</u>	<u>Canada</u>
\$0.059*	\$0.084	\$0.089**

b. Monthly Rate - In addition to the per minute rate, a flat rate of \$4.95 per month (or portion thereof) per line shall apply; provided, that if the Customer subscribes to the Company for both the intrastate and interstate portions of "Best Rate" plan, this monthly charge shall not apply.

*Calls to Alaska are rated at \$0.14 per minute, calls to Hawaii are rated at \$0.13 per minute and calls to Puerto Rico and the US Virgin Islands are rated at \$0.18 per minute. Except that under the "Best Rate" plan calls to Alaska are rated at \$0.13 per minute and calls to Hawaii are rated at \$0.12 per minute.

**Requires monthly flat rate payment of \$3.95 for residential customers or \$5.95 for business customers in addition to the monthly rate otherwise applicable.

INTERNATIONAL

Per minute rates for International Calling other than to Canada are found at the end of this price list.

Billing Increments For All Plans

Usage for all plans is billed with an initial increment of sixty (60) seconds and each additional increment in thirty (30) second increments rounded up. On all plans all fractional charges shall be rounded up to the nearest penny.

800 SERVICE

Usage Charges

a. Per Minute Rates	<u>Interstate</u>	<u>Intrastate</u>
	\$0.089	\$0.109

Note: 800 calling for International routes is not allowed at this time.

b. Monthly Rate - In addition to the per minute rate, a flat rate of \$1.50 per month (or portion thereof) per 800 number shall apply.

c. Billing Increments - Usage is billed in one (1) minute increments and rounded up to next full minute.

800 Feature Charges - Feature Charges are determined by the specific feature requested by the 800 Customer. These charges are in addition to 800 usage charges and are not subject to discounting.

<u>Feature</u>	<u>Set-up Charge</u>	<u>Monthly Recurring Charge</u>
800 Number Charge (per 800 number)	\$ 25.00	N/C
Reservation Charge (per 800 number) (max. 10 numbers per Customer)	\$ 35.00	\$ 1.50
Day of Week Routing (per 800 number)	\$ 100.00	\$ 50.00
Time of Day Routing (per 800 number)	\$ 100.00	\$ 50.00
Change 800 Destination Number (via service order)	\$ 15.00	N/C
Expedite 800 Service Order (per order)	\$ 100.00	N/C
Add/Change Area of Service Screening	\$ 25.00	N/C

DIRECTORY ASSISTANCE

Rates - \$1.25 per call. This service is available only for Interstate and Intrastate calling.

SURCHARGES

Federal Universal Service Fund

The Company will assess a federal Universal Service Fund (USF) surcharge on the total monthly billing to all Customers that are end-users of the Company's interstate and international services provided pursuant to this price list. The federal USF surcharge is expressed as a percentage of the interstate and international portion of the total monthly bill. This amount is intended to pass-through to the Customer the costs of contributing to the USF that the Company expects to incur. The Company reserves the right to waive pass-through of the federal USF surcharge to its Customers at the Company's discretion.

USF surcharge: 42.0%

TAXES AND CHARGES

All services are subject to governmentally imposed and/or required charges and taxes.

GENERAL RULES AND REGULATIONS

UNDERTAKING OF THE COMPANY

GENERAL

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

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

The Company will make originating toll service available in accordance with this price list to any Customer having a residence or business location within the exchange(s) of Whidbey Telephone Company or Hat Island Telephone Company, or a residence or business location served by any wire center identified by the Company on its website (www.whidbey.com) as a wire center from which the Company offers toll service, who is receiving local exchange service from Whidbey Telephone Company or Hat Island Telephone Company at said location and who has selected the Company as the Customer's preferred toll service carrier for intraLATA, interLATA (including international calling) or both for calls originating from said location, provided the Customer (a) complies with the rules set out in this price list, (b) consistent with WAC 480-120-061, as now existing or hereafter modified or replaced, does not have any past due amount owing to the Company, and (c) service and facilities are available, in the Company's judgment, to allow the Company to provide toll service upon commercially, economically and technically reasonable terms and conditions.

AVAILABILITY

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.

USE OF SERVICE

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

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

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

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

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

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

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

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

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

OBLIGATIONS OF THE COMPANY

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind arising from, or in any way attributable to, acts or omissions of the Company relating to the installation, provision, interruption, delay, errors or other defects, termination, maintenance, repair, restoration, or billing of any service, feature or option available under this price list shall not exceed an amount equal to the monthly recurring charge to the Customer for one (1) month, if any, or the billed charge for the defective call, or as otherwise set forth in the outage credit provisions of this price list, provided, however, that the Company's liability for its willful misconduct or gross negligence is not limited by this price list. The Company will not be liable for punitive, indirect, incidental, special or consequential damage.

The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to, fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, or wars; strikes, lockouts, work stoppages, or other labor problems; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

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

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

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

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

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

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

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

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

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

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

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

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

The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Local Exchange Carrier. Should the Company employ the service of any other carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions of this price list.

As used in this Section, the term "Company" includes the Company's directors, officers, employees and agents.

OBLIGATIONS OF THE CUSTOMER

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

The Customer shall provide access to the Customer's or authorized user's premises by the 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.

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

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

relocation of the services, such assignment or transfer may be made to the following:

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

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

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

The Customer of the Company's 1+, and/or 800 Service is responsible for payment for all calls placed:

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

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

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 (a) the total call volume; (b) average call duration; (c) time-of-day characteristics; and (d) peak calling period.

The Company, to the extent consistent with FCC and WUTC rules, without incurring any liability, may disconnect or refuse to furnish Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnections, the Customer will be notified in writing in advance of the termination of service.

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

PAYMENT REGULATIONS

Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until after 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 the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

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, the Customer will be billed for all usage commencing on the date usage begins.

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. 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. 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.

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

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

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

If a Customer accumulates more than \$1,000 of undisputed delinquent charges, the Company's Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change and the Company reserves the right not to honor that Customer's request for a carrier change until such undisputed charges are paid in full.

Consistent with WAC 480-120-122 and WAC 480-120-123, as now existing or hereafter modified or replaced, the Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service. The Company reserves the right to place toll restriction on a Customer's account if in the Company's judgment the Customer is encountering difficulty in paying for current usage. The Company further reserves the right to establish a credit limit for a Customer or class of Customers and suspend service when a Customer reaches the applicable limit.

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

In cases involving toll fraud, the Company may back-bill for two years from the point when such fraud was detected and/or quantified.

CREDIT ALLOWANCES

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

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

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

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

EQUIPMENT

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

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

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

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

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

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

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

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

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

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

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

CANCELLATION OF SERVICE

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

Service may be canceled by the Customer only on proper written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the Customer will be responsible for any usage over the line.

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

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.

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.

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

The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is

canceled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.

Subject to the Company's right to cancel or suspend services as otherwise provided in this price list, the minimum service period is 30 days. Termination by Customer is effective only after receipt by the Company of a 10 days written notice of cancellation or authorized notice of change of presubscribed carrier. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in this price list or otherwise required by law.

TIMING OF CALLS

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

FRACTIONAL CHARGES

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

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

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

SERVICE DESCRIPTIONS

MESSAGE TELECOMMUNICATIONS SERVICE (INTERSTATE/INTRASTATE)

The MTS service arrangements allow a Customer to originate interstate and intrastate calls by presubscribing to the Company's MTS long distance calling service plan. The service plans include calling from U.S. Mainland to Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and other non-Mainland areas.

INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE

International Message Telecommunications Service is offered to Customers of the Company which also subscribe to the Company's interstate telecommunications services to provide direct dialed termination of international station-to-station calls placed from origination points to the countries or areas designated which are not part of the United States or its territories. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services offered on a usage sensitive basis. All services are provided subject to the terms and conditions set out in this

price list. This service is a usage sensitive switched service allowing voice grade or low speed dial-up data transmission.

800 SERVICES

The Company 800 Service is an inbound service originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a regular business line, residential line, or a Special Access Line (SAL). This service enables the Customer to receive 800 service calls at their residence or place of business. 800 calls are billed in one (1) minute increments and are rounded to the next higher full minute. All 800 calls are billed at a single flat rate per minute regardless of time of day or jurisdiction. 800 calls can originate from every city within the U.S. Mainland, including Alaska, Hawaii, Puerto Rico, and U. S. Virgin Islands. Calling rates from Puerto Rico and Virgin Islands will be higher.

The Company reserves the right to require an applicant for the Company 800 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.

The Company's 800 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 800 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.

The Customer must obtain an adequate number of access lines for the Company 800 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: total call volume; average call duration; time-of-day characteristics; and peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish the Company 800 Service to any Customer that fails to comply with these conditions.

Each 800 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 telephone number associated with the Company 800 Service that has not been placed in actual and substantial use during the first 60 day period after service activation may be redesigned as a spare number in the Company 800 database by the Company upon written notice to the Customer.

If the Customer requests assignment of a specific 800 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 10 numbers reserved. Any reservation shall be for no more than 60 days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after the Company 800 Service has been in actual and substantial use for a consecutive 60 day period.

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 800 telephone number hereunder or Customers who subscribe to and use the Company 800 Service or their transferee or assigns, any ownership interest or proprietary right in any particular 800 number.

The Company's 800 Service Customer may retain the use of their 800 number assignments, even following changes in their 800 carrier and/or Responsible Organization (Resp. Org.).

If a Customer places an order for the Company to carry Customer's already existing 800 number service, the Customer shall provide to the Company the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to the Company 800 Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its 800 number(s) to the Company Resp. Org. in writing within 48 hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or 800 service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to the Company.

Subject to execution of a Resp. Org. Service Agreement between the Company and the Customer, unless the Customer requests another Resp. Org., the Company Resp. Org. functions include: search for and reservation of 800 numbers in the SMS/800; creating and maintaining the 800 number Customer record in the SMS/800; and provision of a single point of contact for trouble reporting.

Where the Company serves as the Resp. Org. for an 800 Service Customer, the Company will, at the Customer's request, subscribe to 800 Directory Listing for the 800 number(s) assigned to the Customer. A charge for 800 Directory Listings will apply as set forth in this price list. In the event that a Customer transfers its 800 service to another Resp. Org., the Company shall cease to subscribe to 800 Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that 800 Directory Listing Service is maintained through the new Resp. Org. Customer is responsible for payment of any outstanding 800 Directory Listing charges, including any unexpired portion of any minimum period applicable to such service, and the Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of 800 Directory Listing responsibility.

Where the Company serves as the Resp. Org. for an 800 Service Customer, it will, at the Customer's request, subscribe to Vertical Features obtained from Local Exchange Company access price lists. When an 800 Service Customer uses Vertical Features obtained by the Company from Local Exchange Company price lists, a charge will apply. This charge may not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

In the event that a Customer cancels its 800 Service, the Customer may elect to retain the Company as its Resp. Org.

In the event that a Customer cancels its Company Resp. Org. or 800 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.

It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company 800 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.

800 Feature Charges - Feature Charges are determined by the specific feature requested by an 800 Customer. These charges are in addition to 800 usage charges and are not subject to discounting unless specifically indicated.

The Company Resp. Org. Charges - Where the Company serves as a Resp. Org. for a non-Company 800 Service Customer, the Company will pass on the price listed Local Exchange Carrier charges for SMS/800 Database and related services.

DIRECTORY ASSISTANCE

Long Distance Directory Assistance is available to Customers of Company's Service. The 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.

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.

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. Each Directory Assistance billed call will appear on the subsequent month's bill as a credit.

RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE

<u>COUNTRY</u>	<u>Per Minute Rate</u>
Afghanistan	\$ 0.790
Albania	\$ 0.215
Albania-Cellular	\$ 0.225
Algeria	\$ 0.224
American Samoa	\$ 0.159
American Samoa-Cellular	\$ 0.159
Andorra	\$ 0.108
Andorra-Cellular	\$ 0.273
Angola	\$ 0.309
Angola-Cellular	\$ 0.319
Anguilla	\$ 0.291
Antarctica	\$ 1.418
Antarctica-Casey	\$ 1.418
Antarctica-Christmas Island	\$ 1.418
Antarctica-Cocos Island	\$ 1.418
Antarctica-Norfolk Island	\$ 1.418
Antarctica-Norfolk Island Cellular	\$ 1.418
Antarctica-Scott	\$ 1.418

Antigua and Barbuda	\$ 0.273
Antigua and Barbuda-Cellular	\$ 0.299
Argentina	\$ 0.103
Argentina-Buenos Aires	\$ 0.103
Argentina-Cellular	\$ 0.122
Armenia	\$ 0.287
Armenia-Cellular	\$ 0.341
Aruba	\$ 0.221
Ascension Island	\$ 1.022
Atlantic Ocean Region Sat - E	\$ 7.412
Atlantic Ocean Region Sat - W	\$ 7.412
Australia	\$ 0.071
Australia-Cellular	\$ 0.279
Australia-Melbourne	\$ 0.071
Australia-Sydney	\$ 0.071
Austria	\$ 0.070
Austria-Cellular	\$ 0.305
Austria-Vienna	\$ 0.070
Azerbaijan	\$ 0.265
Azerbaijan-Cellular	\$ 0.286
Bahamas	\$ 0.157
Bahrain	\$ 0.309
Bahrain-Cellular	\$ 0.306
Bangladesh	\$ 0.294
Bangladesh-Cellular	\$ 0.294
Bangladesh-Chittagong	\$ 0.294
Bangladesh-Dhaka	\$ 0.294
Bangladesh-Sylhet	\$ 0.294
Barbados	\$ 0.275
Belarus	\$ 0.325
Belarus-Cellular	\$ 0.346
Belgium	\$ 0.070

RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

<u>COUNTRY</u>	<u>Per Minute Rate</u>
Belgium-Antwerp	\$ 0.070
Belgium-Brussels	\$ 0.070
Belgium-Cellular	\$ 0.340
Belize	\$ 0.270
Belize-Belize City	\$ 0.270
Benin	\$ 0.240
Bermuda	\$ 0.161
Bhutan	\$ 0.237
Bolivia	\$ 0.295
Bolivia-Cellular	\$ 0.299
Bolivia-Cochabamba	\$ 0.295
Bolivia-La Paz	\$ 0.295
Bolivia-Santa Cruz	\$ 0.295
Bosnia and Herzegovina	\$ 0.259
Bosnia and Herzegovina-Cellular	\$ 0.278
Botswana	\$ 0.188
Brazil	\$ 0.135
Brazil-Belo Horizonte	\$ 0.135
Brazil-Cellular	\$ 0.272
Brazil-Rio De Janeiro	\$ 0.135
Brazil-Sao Paulo	\$ 0.135
British Virgin Islands	\$ 0.236
Brunei	\$ 0.137
Brunei-Cellular	\$ 0.141
Bulgaria	\$ 0.157
Bulgaria-Cellular	\$ 0.269
Bulgaria-Sofia	\$ 0.157
Burkina Faso	\$ 0.266
Burundi	\$ 0.218
Burundi-Cellular	\$ 0.218
Cambodia	\$ 0.857
Cambodia-Cellular	\$ 0.670
Cameroon	\$ 0.436
Cameroon-Cellular	\$ 0.374
Cameroon-Douala	\$ 0.436
Cape Verde Islands	\$ 0.432
Cayman Islands	\$ 0.208
Central African Republic	\$ 0.352
Chad	\$ 0.444
Chad-Cellular	\$ 0.444
Chile	\$ 0.076
Chile-Cellular	\$ 0.300
Chile-Santiago	\$ 0.076
China	\$ 0.102
China-Beijing	\$ 0.102
China-Cellular	\$ 0.102
China-Fuzhou	\$ 0.102
China-Guangzhou	\$ 0.102
China-Shanghai	\$ 0.102
Colombia	\$ 0.148

RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

<u>COUNTRY</u>	<u>Per Minute Rate</u>
Columbia-Baranquilla	\$ 0.148
Columbia-Bogota	\$ 0.148
Columbia-Cali	\$ 0.148
Colombia-Cellular	\$ 0.149
Columbia-Medellin	\$ 0.148
Comoros	\$ 0.539
Congo	\$ 0.230
Cook Islands	\$ 1.001
Cook Islands-Audiotext	\$ 1.001
Costa Rica	\$ 0.125
Costa Rica-Cellular	\$ 0.141
Croatia	\$ 0.127
Croatia-Cellular	\$ 0.329
Cuba	\$ 1.383
Cyprus	\$ 0.148
Cyprus-Cellular	\$ 0.239
Czech Republic	\$ 0.082
Czech Republic-Cellular	\$ 0.240
Czech Republic-Prague	\$ 0.082
Denmark	\$ 0.070
Denmark-Cellular	\$ 0.300
Diego Garcia	\$ 1.670
Djibouti	\$ 0.408
Djibouti-Cellular	\$ 0.408
Dominica	\$ 0.318
Dominican Republic	\$ 0.144
Dominican Republic-Audiotext	\$ 0.144
East Timor	\$ 2.064
Ecuador	\$ 0.277
Ecuador-Cellular	\$ 0.254
Ecuador-Guayaquil	\$ 0.277
Ecuador-Quito	\$ 0.277
Egypt	\$ 0.325
Egypt-Alexandria	\$ 0.325
Egypt-Cairo	\$ 0.325
Egypt-Cellular	\$ 0.299
El Salvador	\$ 0.205
El Salvador-Cellular	\$ 0.207
EMSAT	\$ 2.108
Equatorial Guinea	\$ 0.426
Eritrea	\$ 0.569
Estonia	\$ 0.083
Estonia-Cellular	\$ 0.349
Ethiopia	\$ 0.884
Ethiopia-Addis Ababa	\$ 0.884
Ethiopia-Cellular	\$ 0.668
Faeroe Islands	\$ 0.217
Falkland Islands	\$ 0.790
Fiji	\$ 0.435
Fiji-Audiotext	\$ 0.435

RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

<u>COUNTRY</u>	<u>Per Minute Rate</u>
Finland	\$ 0.081
Finland-Cellular	\$ 0.312
France	\$ 0.067
France-Cellular	\$ 0.323
France-Paris	\$ 0.067
French Antilles/Martinique	\$ 0.289
French Guiana	\$ 0.274
French Polynesia	\$ 0.358
Gabon	\$ 0.236
Gabon-Cellular	\$ 0.244
Gambia	\$ 0.313
Georgia	\$ 0.153
Georgia-Cellular	\$ 0.244
Germany	\$ 0.069
Germany-Berlin	\$ 0.069
Germany-Cellular	\$ 0.317
Germany-Frankfurt	\$ 0.069
Germany-Hamburg	\$ 0.069
Germany-Munich	\$ 0.069
Ghana	\$ 0.191
Ghana-Accra	\$ 0.191
Ghana-Cellular	\$ 0.203
Gibraltar	\$ 0.237
Global MobilSatServ	\$ 2.451
Greece	\$ 0.101
Greece-Athens	\$ 0.101
Greece-Cellular	\$ 0.188
Greenland	\$ 0.653
Greenland-Cellular	\$ 0.665
Grenada	\$ 0.300
Guadeloupe	\$ 0.297
Guadeloupe-Cellular	\$ 0.299
Guam	\$ 0.132
Guantanamo Bay	\$ 1.544
Guatemala	\$ 0.229
Guatemala-Cellular	\$ 0.236
Guinea	\$ 1.331
Guinea-Bissau	\$ 1.331
Guinea-Bissau-Cellular	\$ 1.167
Guyana	\$ 0.419
Guyana-Cellular	\$ 0.429
Haiti	\$ 0.390
Haiti-Cellular	\$ 0.346
Haiti-Port au Prince	\$ 0.390
Haiti-Special Services	\$ 0.390
Honduras	\$ 0.444
Honduras-Cellular	\$ 0.440
Honduras-San Pedro	\$ 0.444
Hong Kong	\$ 0.065
Hong Kong-Cellular	\$ 0.064

RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

<u>COUNTRY</u>	<u>Per Minute Rate</u>
Hungary	\$ 0.107
Hungary-Budapest	\$ 0.107
Hungary-Cellular	\$ 0.314
Iceland	\$ 0.114
Iceland-Cellular	\$ 0.329
India	\$ 0.332
India-Ahmedabad	\$ 0.332
India-Bangalore	\$ 0.332
India-Bombay	\$ 0.332
India-Calcutta	\$ 0.332
India-Hyderabad	\$ 0.332
India-Madras	\$ 0.332
India-New Delhi	\$ 0.332
India-Special Services	\$ 0.332
Indian Ocean Region Satellite	\$ 6.690
Indonesia	\$ 0.161
Indonesia-Cellular	\$ 0.247
Indonesia-Jakarta	\$ 0.161
Indonesia-Surabaya	\$ 0.161
Inmarsat SNAC	\$ 10.049
Iran	\$ 0.206
Iran-Cellular	\$ 0.218
Iran-Tehran	\$ 0.206
Iraq	\$ 0.525
Ireland	\$ 0.075
Ireland-Cellular	\$ 0.311
Ireland-Dublin	\$ 0.075
Israel	\$ 0.088
Israel-Cellular	\$ 0.187
Israel-Jerusalem	\$ 0.088
Israel-Tel Aviv	\$ 0.088
Italy	\$ 0.066
Italy-Cellular	\$ 0.339
Italy-Milan	\$ 0.066
Italy-Rome	\$ 0.066
Ivory Coast	\$ 0.275
Ivory Coast-Abidjan	\$ 0.275
Ivory Coast-Cellular	\$ 0.284
Jamaica	\$ 0.241
Jamaica-Cellular	\$ 0.312
Japan	\$ 0.081
Japan-Cellular	\$ 0.275
Japan-Osaka	\$ 0.081
Japan-Tokyo	\$ 0.081
Jordan	\$ 0.264
Jordan-Amman	\$ 0.264
Jordan-Cellular	\$ 0.297
Kazakhstan	\$ 0.246
Kazakhstan-Cellular	\$ 0.246
Kenya	\$ 0.293

RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

<u>COUNTRY</u>	<u>Per Minute Rate</u>
Kenya-Cellular	\$ 0.328
Kenya-Mombasa	\$ 0.293
Kenya-Nairobi	\$ 0.293
Kiribati-Audiotext	\$ 1.131
Kiribati-Gilbert Island	\$ 6.180
Kuwait	\$ 0.207
Kuwait-Cellular	\$ 0.204
Kuwait-Speical Services	\$ 0.207
Kyrgyzstan	\$ 0.256
Kyrgyzstan-Cellular	\$ 0.261
Laos	\$ 0.374
Latvia	\$ 0.236
Latvia-Cellular	\$ 0.346
Lebanon	\$ 0.205
Lebanon-Cellular	\$ 0.350
Lesotho	\$ 0.163
Liberia	\$ 0.248
Liberia-Cellular	\$ 0.248
Libya	\$ 0.274
Liechtenstein	\$ 0.109
Liechtenstein-Cellular	\$ 0.137
Lithuania	\$ 0.190
Lithuania-Cellular	\$ 0.249
Luxembourg	\$ 0.081
Luxembourg-Cellular	\$ 0.216
Macau	\$ 0.181
Macau-Cellular	\$ 0.190
Macedonia	\$ 0.320
Macedonia-Cellular	\$ 0.366
Madagascar	\$ 0.371
Madagascar-Cellular	\$ 0.379
Malawi	\$ 0.140
Malaysia	\$ 0.086
Malaysia-Cellular	\$ 0.096
Malaysia-Kuala Lumpur	\$ 0.086
Maldives	\$ 0.520
Mali	\$ 0.353
Malta	\$ 0.169
Malta-Cellular	\$ 0.221
Marshall Islands	\$ 0.671
Mauritania	\$ 0.343
Mauritius	\$ 0.373
Mexico	\$ 0.250
Micronesia	\$ 0.685
Miquelon	\$ 0.306
Moldava	\$ 0.172
Moldava-Cellular	\$ 0.180
Monaco	\$ 0.117
Monaco-Cellular	\$ 0.316

RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

<u>COUNTRY</u>	<u>Per Minute Rate</u>
Monaco-Cellular KFOR	\$ 0.316
Mongolia	\$ 0.249
Montserrat	\$ 0.363
Morocco	\$ 0.345
Morocco-Casablanca	\$ 0.345
Morocco-Cellular	\$ 0.430
Mozambique	\$ 0.268
Myanmar	\$ 0.536
Namibia	\$ 0.215
Nauru	\$ 6.512
Nauru-Cellular	\$ 2.221
Nepal	\$ 0.503
Nepal-Katmandu	\$ 0.503
Netherlands	\$ 0.068
Netherlands-Amsterdam	\$ 0.068
Netherlands-Cellular	\$ 0.374
Netherlands-Rotterdam	\$ 0.068
Netherlands Antilles	\$ 0.262
Netherlands Antilles-Cellular	\$ 0.291
New Caledonia	\$ 0.543
New Zealand	\$ 0.072
New Zealand-Auckland	\$ 0.072
New Zealand-Cellular	\$ 0.327
Nicaragua	\$ 0.270
Nicaragua-Cellular	\$ 0.293
Niger	\$ 0.280
Nigeria	\$ 0.339
Nigeria-Cellular	\$ 0.420
Nigeria-Lagos	\$ 0.339
Nigeria-Lagos-Cellular	\$ 0.420
Niue	\$ 2.407
Niue-Audiotext	\$ 2.407
North Korea	\$ 0.650
Norway	\$ 0.069
Norway-Cellular	\$ 0.269
Oman	\$ 0.451
Pacific Ocean Region Satellite	\$ 6.690
Pakistan	\$ 0.407
Pakistan-Cellular	\$ 0.396
Pakistan-Islamabad	\$ 0.407
Pakistan-Karachi	\$ 0.407
Pakistan-Lahore	\$ 0.407
Palau	\$ 0.572
Palestinian Authority	\$ 0.116
Palestinian Authority-Cellular	\$ 0.242
Panama	\$ 0.255
Panama-Cellular	\$ 0.359
Panama-Panama City	\$ 0.255
Papua New Guinea	\$ 0.298
Papua New Guinea-Audiotext	\$ 0.298

RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

<u>COUNTRY</u>	<u>Per Minute Rate</u>
Paraguay	\$ 0.249
Paraguay-Asuncion	\$ 0.249
Paraguay-Cellular	\$ 0.317
Peru	\$ 0.175
Peru-Cellular	\$ 0.345
Peru-Lima	\$ 0.175
Philippines	\$ 0.290
Philippines-Cellular	\$ 0.324
Philippines-Manila	\$ 0.290
Poland	\$ 0.098
Poland-Cellular	\$ 0.342
Poland-Warsaw	\$ 0.098
Portugal	\$ 0.082
Portugal-Cellular	\$ 0.290
Portugal-Lisbon	\$ 0.082
Principe and Sao Tome	\$ 2.054
Qatar	\$ 0.490
Qatar-Cellular	\$ 0.481
Reunion Island	\$ 0.327
Romania	\$ 0.211
Romania-Bucharest	\$ 0.211
Romania-Cellular	\$ 0.303
Russia	\$ 0.132
Russia-Cellular	\$ 0.133
Russia-Moscow	\$ 0.132
Russia-Overlay	\$ 0.132
Russia-St. Petersburg	\$ 0.132
Rwanda	\$ 0.259
San Marino	\$ 0.097
San Marino-Audiotext	\$ 0.097
Saudi Arabia	\$ 0.332
Saudi Arabia-Cellular	\$ 0.347
Saudi Arabia-Jeddah	\$ 0.332
Saudi Arabia-Riyadh	\$ 0.332
Senegal Republic	\$ 0.307
Senegal Republic-Cellular	\$ 0.317
Senegal Republic-Dakar	\$ 0.307
Seychelles Island	\$ 0.386
Sierra Leone	\$ 0.533
Sierra Leone-Cellular	\$ 0.577
Singapore	\$ 0.065
Singapore-Cellular	\$ 0.065
Slovakia	\$ 0.127
Slovakia-Cellular	\$ 0.290
Slovenia	\$ 0.141
Slovenia-Cellular	\$ 0.303
Solomon Islands	\$ 1.380
Solomon Islands-Audiotext	\$ 1.380
Somalia	\$ 1.190
South Africa	\$ 0.127

RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

<u>COUNTRY</u>	<u>Per Minute Rate</u>
South Africa-Capetown	\$ 0.127
South Africa-Cellular	\$ 0.312
South Africa-Durban	\$ 0.127
South Africa-Johannesburg	\$ 0.127
South Korea	\$ 0.074
South Korea-Audio	\$ 0.074
South Korea-Cellular	\$ 0.132
South Korea-Seoul	\$ 0.074
Spain	\$ 0.068
Spain-Barcelona	\$ 0.068
Spain-Cellular	\$ 0.344
Spain-Madrid	\$ 0.068
Sri Lanka	\$ 0.328
Sri Lanka-Cellular	\$ 0.352
St. Helena	\$ 0.838
St. Kitts	\$ 0.324
St. Lucia	\$ 0.323
St. Vincent	\$ 0.346
Sudan	\$ 0.374
Suriname	\$ 0.428
Suriname-Cellular	\$ 0.428
Swaziland	\$ 0.239
Sweden	\$ 0.064
Sweden-Cellular	\$ 0.289
Sweden-Stockholm	\$ 0.064
Switzerland	\$ 0.071
Switzerland-Cellular	\$ 0.384
Switzerland-Geneva	\$ 0.071
Switzerland-Zurich	\$ 0.071
Syria	\$ 0.501
Taiwan	\$ 0.075
Taiwan-Cellular	\$ 0.157
Taiwan-Taipei	\$ 0.075
Tajikistan	\$ 0.305
Tanzania	\$ 0.404
Tanzania-Cellular	\$ 0.399
Tanzania-Dar es Salaam	\$ 0.404
Thailand	\$ 0.204
Thailand-Bangkok	\$ 0.204
Thailand-Cellular	\$ 0.199
Thuraya Satellite	\$ 0.993
Togo	\$ 0.303
Tokelau	\$ 0.686
Tonga	\$ 0.866
Tonga-Audiotext	\$ 0.866
Trinidad and Tobago	\$ 0.219
Trinidad and Tobago-Special Services	\$ 0.219
Tunisia	\$ 0.343
Tunisia-Cellular	\$ 0.356
Turkey	\$ 0.219

RATES FOR INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)

<u>COUNTRY</u>	<u>Per Minute Rate</u>
Turkey-Ankara	\$ 0.219
Turkey-Cellular	\$ 0.305
Turkey-Istanbul (Asian Side)	\$ 0.219
Turkey-Istanbul (European Side)	\$ 0.219
Turkmenistan	\$ 0.303
Turks & Caicos Islands	\$ 0.297
Tuvalu	\$ 1.109
Tuvalu-Cellular	\$ 1.149
Uganda	\$ 0.218
Ukraine	\$ 0.217
Ukraine-Cellular	\$ 0.219
Ukraine-Kiev	\$ 0.217
United Arab Emirates	\$ 0.363
United Arab Emirates-Cellular	\$ 0.365
United Kingdom	\$ 0.900
United Kingdom-Cellular	\$ 0.900
United Kingdom-London	\$ 0.900
UPT	\$ 15.045
Uruguay	\$ 0.261
Uruguay-Cellular	\$ 0.304
Uzbekistan	\$ 0.223
Vanuatu	\$ 2.986
Vanuatu-Audiotext	\$ 2.986
Vatican City	\$ 0.098
Venezuela	\$ 0.156
Venezuela-Caracas	\$ 0.156
Venezuela-Cellular	\$ 0.344
Vietnam	\$ 0.561
Vietnam-Cellular	\$ 0.593
Vietnam-Hanoi	\$ 0.561
Vietnam-Ho Chi Minh	\$ 0.561
Vietnam-Ho Chi Minh Cellular	\$ 0.561
Wallis & Futuna Island	\$ 1.478
Western Samoa	\$ 0.616
Yemen	\$ 0.334
Yemen-Cellular	\$ 0.334
Yugoslavia & Serbia	\$ 0.216
Yugoslavia & Serbia-Cellular	\$ 0.333
Zaire	\$ 0.357
Zaire-Cellular	\$ 0.413
Zambia	\$ 0.160
Zanzibar	\$ 0.875
Zimbabwe	\$ 0.186
Zimbabwe-Cellular	\$ 0.186

Wherever a cellular rate is noted, the Company will apply the rate where it has good cause to believe the call terminated to a wireless (whether cellular, PCS or other form of wireless) number.

DEFINITIONS

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

Access Line: A communication channel which is used for access to a Company service point.

Answer Supervision: An electrical signal fed back up the line by the Local Exchange Company at the distant end of a long distance call to indicate positively the call has been answered by the called phone.

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

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

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.

Channel: The path for electrical transmission between two or more points.

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. Regardless of whether the person is a Customer of the Company or the individual receiving such a collect call shall be subject to the provisions of this price list which are applicable to the call accepted.

Company: WESTERN LONG DISTANCE, INC., d/b/a Whidbey Telecom Long Distance, a/d/b/a Whidbey Long Distance, a/d/b/a Point Roberts Long Distance, a/d/b/a Hat Island Long Distance.

Consumer: The term consumer means a person initiating any telephone call using operator services.

Customer: The 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 all the Company price list regulations including any fraudulent use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public. This includes payment for calls or services that originate at the Customer's number(s), are accepted at the Customer's number(s) (e.g. collect calls), are billed to the Customer number(s) via third number billing, the use of a calling or travel card, or the use of an assigned special billing number or authorization code to the Customer.

Customer-Provided Facilities: All facilities, including those obtained from other communications common carriers, provided by the Customer and/or authorized user, other than those provided by the Company.

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

EAS: Extended Area Service.

Equal Access Office: Switch operated by a LEC equipped with the hardware and software required to allow the customers to presubscribe to the interexchange carrier of their choice.

FCC: Federal Communications Commission.

Holiday: One of the following Federally recognized Holidays: Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day.

Message: Represents an interexchange toll call for which appropriate charges shall be assessed.

Local Access Transport Area (LATA): A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier (LEC): A company which provides telecommunications service within a local exchange LATA.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted, Direct Dial Call, Credit Card or Third Party Call.

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

- Automatic completion with billing to the telephone from which the call originated;
- Completion through an access code or a proprietary account number used by the consumer, with billing to an account previously established with the carrier by the consumer; or
- Completion in association with directory assistance services.

Responsible Organization (Resp. Org.): The carrier entity that has responsibility for the management of 800 numbers in the Service Management System (SMS) including maintaining Customer records in the SMS system. Also, the entity which accesses the SMS to: a) search for and reserve 800 numbers; b) create and maintain 800 number Customer records, including call processing records; and c) provide a single point of contact for trouble reporting. The SMS recognizes one Resp. Org. for each 800 number.

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

Special Access Line (SAL): A dedicated Analog DAL or Digital T-1 Access Line(s) directly connecting Customer's telephone equipment without using the Local Exchange Company's switching equipment.

Special Promotional Offering: Special discounts or modifications of the Company's regular service offerings which may, from time to time, be offered to its Customers

for a particular service. Such offerings may be limited to certain dates, times, and locations.

Special Services: Denotes service provided and performed by the Company involving special engineering, design, programming, development or production activities to provide services requested by a Customer to meet special needs not otherwise provided under this price list.

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.

Subscriber: A person or other entity that selects a telecommunications company to be the presubscribed provider of operator services for one or more locations within that person or entity's control.

Switch: A local telephone company switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks through electronic services which are 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.

Terminal Equipment: Devices, apparatus, and their associated wiring such as teleprinters, telephone hand sets, or data sets used for origination or termination of telecommunications services.

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.

Vertical Features: Services such as call validation, "Plain Old Telephone Service" (POTS) number translation, and provision of statistical information on the Customer's 800 traffic, which may be obtained by the Company from Local Exchange Company's access price lists on behalf of 800 Service Customer for which the Company serves as Resp. Org.

Weekend: The period from 11 p.m. Friday to, but not including 8 a.m. Monday.

WAC: Washington Administrative Code.

WATS: Wide Area Telecommunications Service.

WUTC: The Washington Utilities and Transportation Commission.