

TARIFF SCHEDULE APPLICABLE TO  
ACCESS SERVICES  
WITHIN THE STATE OF OKLAHOMA  
BY  
LEVEL 3 COMMUNICATIONS, LLC

This tariff applies to the Access Services furnished by Level 3 Communications, LLC ("Level 3" or "Company") between one or more points in the State of Oklahoma. This tariff is on file with the Oklahoma Corporation Commission, and copies may be inspected, during normal business hours, at Level 3's principal place of business, 1025 Eldorado Boulevard, Broomfield, Colorado 80021.

Issued by:

Thomas C. Stortz  
Senior Vice President and General Counsel  
Level 3 Communications, LLC  
1025 Eldorado Boulevard  
Broomfield, CO 80021

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Level 3 Communications, LLC  
1025 Eldorado Boulevard  
Broomfield, CO 80021

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CHECK SHEET

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

(AT) means added to text.

(C) means a correction.

(CP) means change in practice.

(CR) means change in rate.

(CT) means change in text.

(DR) means discontinued rate.

(FC) means a change in format lettering or numbering.

(MT) means moved text.

(NR) means new rate.

(RT) means removal of text.

(C)

(C)

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APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to intrastate and local exchange access services provided by Company to business Customers for telecommunications between points within the State of Oklahoma. Company's services are furnished subject to the availability of facilities and capacity and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Company.

Company is authorized to provide services statewide including into the service territories of:

AT

Southwestern Bell Telephone Company  
Valor Telecommunications  
Pioneer Telephone Coop  
Oklahoma AllTel, Inc.  
Chicksaw Telephone Co.  
Pine Telephone Co.  
Grand Telephone Co.  
Central Oklahoma Telephone Co.  
Elkhart Telephone Co.  
Panhandle Telephone Services, Inc.  
CenturyTel of Arkansas, LLC

**SECTION 1 - DEFINITION OF TERMS**

Certain terms used generally throughout this tariff for Communications Service of this Company are defined below.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm or corporation which is authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively.

Bit: The smallest unit of information in the binary system of notation.

Commission: Oklahoma Corporation Commission.

Company: Level 3 Communications, LLC, the issuer of this tariff.

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Customer: The person, firm or corporation which purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End Office: The term "end office" denotes the switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

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

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Major Service Interruption: An interruption of Customer service due to the Company's negligence or due to its noncompliance with the provisions of this tariff.

Premises: The space occupied by a Customer, Authorized User or Joint User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

**SECTION 1 - DEFINITION OF TERMS (CONT'D)**

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Company Services submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth

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herein and pursuant to the tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Transmission: The sending of electrical or optical signals over a line to a destination.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided to the Customer under a Level 3 Communications, LLC tariff.

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**SECTION 2 - UNDERTAKING OF THE COMPANY**

2.1 General

- 2.1.1 The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- 2.1.2 Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own Customers.
- 2.1.3 The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.2 Description of Service

Level 3 Communications, LLC Service consists of any of the business services offered pursuant to this tariff, either individually or in combination. Each business service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

2.3 Application for Service

Customers desiring to obtain Level 3 Communications, LLC Service must complete the Company's standard service order form(s).

2.4 Shortage of Equipment or Facilities

- 2.4.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

2.4.2 The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.5 Terms and Conditions

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

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

2.5.3 The tariffs of the Company shall be interpreted and governed by the laws of the State of Oklahoma without regard for its choice of laws provision.

2.6 Liability of the Company

2.6.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 9.0, following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company or Company's employees or agents.

2.6.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

- 2.6.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.
- 2.6.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User-provided equipment or facilities.
- 2.6.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.6.6 The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 2.6.7 The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.6.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by Oklahoma Law.

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

- 2.6.9 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.6.10 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.6.11 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.6.12 **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.**
- 2.6.13 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Level 3 Communications, LLC.

2.7 Notification of Service-Affecting Activities

To the extent possible, the Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

2.8 Provision of Equipment and Facilities

- 2.8.1 All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.8.2 The Company may undertake to use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.
- 2.8.3 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.4 Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 2.8.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when the service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or Authorized User provided.
- 2.8.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
- 2.8.6.1 The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- 2.8.6.2 The reception of signals by Customer provided equipment. The Customer, Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.8.7 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Level 3 Communications, LLC services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.8.8 Level 3 Communications, LLC may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

2.8.9 Network Interface Device (NID)

A physical piece of equipment (jack, block or other device) that provides the point of interconnection between a Customer's inside wiring and Company's at a Customer's designated premises. The physical point where Company's network and network responsibilities terminate and a Customer's responsibilities begin. It is the Company's responsibility to install the NID.

2.8.9.1 There is no charge for this equipment, but there may be an installation charge if the Customer wants the NID located in an unusual location.

2.9 Nonroutine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

2.10 Ownership of Facilities

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

2.11 Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. If required by the Oklahoma Corporation Commission, the Company will cause to have published a notice of its intention to charge its rates, tolls, charges, rules and regulations in one or more newspapers in circulation in the affected area.

2.12 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

2.13 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

2.14 Universal Emergency Telephone Number Service

2.14.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

- 2.14.2 911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.14.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.14.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- 2.14.5 The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the event, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties assessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

2.15 Operator Service Requirements

2.15.1 Company provided intrastate operator assisted communications services will observe the following requirements:

- 2.15.1.1 Identify itself at the time the end-user accesses its service.
- 2.15.1.2 Upon request, quote all rates and charges for its services to the end-user accessing its system
- 2.15.1.3 Arrange to have posted in plain view at each telephone location which automatically accesses the Company's operator service network and where its services are made available to the public or transient end-users:
  - 2.15.1.3.1 the Company's operator service name and address;
  - 2.15.1.3.2 bill and service dispute calling information including the operator service provider's dispute resolution phone number;
  - 2.15.1.3.3 clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
  - 2.15.1.3.4 notice concerning any and all amounts to be billed by the Company's operator services on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.
- 2.15.1.4 In instances when the Company is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred.
- 2.15.1.5 In the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

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**SECTION 2 – UNDERTAKING THE COMPANY (CONT'D)**

2.15.2 The Company will comply with the following provisions:

2.15.2.1 Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-users selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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**SECTION 3 - OBLIGATIONS OF THE CUSTOMER**

3.1 General

The Customer shall be responsible for:

- 3.1.1 the payment of all applicable charges pursuant to the tariffs of the Company;
- 3.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 3.1.4 any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;

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**SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**

- 3.1.6 the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 3.1.7 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under section 3.1.4; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 3.1.8 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.1.9 making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

3.2 Prohibited Uses

- 3.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 3.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 3.2.3 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 3.2.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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**SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**

- 3.2.5 A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 3.2.6 Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 3.2.7 A Customer, Joint User, or Authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

3.3 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- 3.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;
- 3.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- 3.3.3 any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

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**SECTION 4 - PAYMENT ARRANGEMENTS**

4.1 Payment for Service

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

4.2 Billing and Collection of Charges

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

4.2.2 Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or optional features.

4.2.3 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

4.2.4 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

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

4.2.6 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

4.2.7 With respect to Business Customers only, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of local taxes, not compounded, multiplied by a monthly late factor of 1.5%.

4.2.8 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, Customer will be assessed a \$25.00 fee per check returned.

4.3 Advance Payments

4.3.1 To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

4.3.2 A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

4.4 Deposits

4.4.1 Company will not require Customer to make deposits.

4.5 Discontinuance of Service

4.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving fourteen (14) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

4.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving three (3) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

- 4.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 4.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.
- 4.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 4.5.6 Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during, the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).

4.6 Cancellation of Application for Service

- 4.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 4.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

4.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4.6.4 The special charges described above will be calculated and applied on a case-by-case basis.

4.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

4.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and all taxes, fees, the 911 tax and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates.

4.9 Disputed Bills

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received in a timely fashion, the bill statement shall be deemed to be correct and payable in full by Customer. When Customer makes a timely written dispute, Company will make such investigation as is required by the particular case, and report the results thereof to Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission's Consumer Service Division. When a complaint has been made with the Commission's Consumer Services Division, Company will forego disconnect procedures on account of nonpayment of any portion of accumulated disputed charges pending investigation by the Commission's Consumer Services Division. Customer shall

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**SECTION 4 – PAYMENT ARRANGEMENTS (CONT'D)**

be required to pay all undisputed charges in a timely manner, and if not paid, Company may discontinue service.

- 4.9.1 The street address of the Consumer Services Division is Oklahoma Corporation Commission, Consumer Services Division, 2101 N. Lincoln Blvd. Suite 460, Oklahoma City, OK 73105.
- 4.9.2 The mailing address of the Consumer Services Division is PO Box 52000-2000, Oklahoma City, OK 73152-2000.
- 4.9.3 The telephone number of the Consumer Services Division is (405) 521-2331 or (800) 522-8154.
- 4.9.4 The hours of operation of the Consumer Service Division are 8:00 a.m.-4:30 p.m. Monday through Friday.

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**SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS**

5.1 Resale and Sharing

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in Section 5.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Business rates apply to all service that is resold or shared.

5.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. Level 3 Communications, LLC will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

5.3 Transfers and Assignments

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

5.3.2 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 4.6, preceding: all costs, fees and expenses reasonably incurred in connection with:

5.3.2.1 All Nonrecurring charges as specified in the Company's tariffs, plus

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**SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS (CONT'D)**

- 5.3.2.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- 5.3.2.3 All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

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**SECTION 6 - CANCELLATION OF SERVICE**

Reserved for future use.

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**SECTION 7 - NOTICES AND COMMUNICATIONS**

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

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**SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS**

8.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

8.2 Station Equipment

8.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

8.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

8.2.3 Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.

8.2.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

8.3 Interconnection of Facilities

8.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services

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**SECTION 8 – CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)**

and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

8.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

8.3.3 Facilities furnished under the tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.

8.4 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

8.5 Inspections

8.5.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with all requirements referenced herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

8.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

9.1 General

- 9.1.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an Authorized User, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- 9.1.2 Whenever service to any customer is inoperative, other than by reason of negligence or willful act of the customer, or causes beyond the control of Company, and remains inoperative for more than twenty-four (24) consecutive hours after being reported by the customer or having been found to be interrupted by Company, Company shall refund, upon request of Customer, the prorated part of that month's usage charges and any regulated equipment charges for the period of days during which service was not provided.
- 9.1.2.1 To receive a credit, the Customer must notify their Customer Service Representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed. Credit allowances will not be made for (1) interruptions not reported to Company, or (2) interruptions that are due to the failure of power, equipment, systems, or services not provided by Company. If the Customer elects to use another means of communications after one of the above interruptions, or during a period when they are unable to place a call over Company, the Customer must pay the charges for the alternative service used. Credit shall be identified on the bill. The maximum credit during a single billing period shall not exceed the amount of service usage charges. There shall be no diminution of allowed message units where billing is on a message unit basis or for toll charges. The refund may be accomplished by a credit on the next bill for telephone service. Company shall have no other liability for service interruptions.
- 9.1.3 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports or Company discovers a service, facility or circuit is interrupted and Customer releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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**SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)**

9.1.4 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

9.2 Interruptions Over 24 Hours

Interruptions over 24 hours will be credited 1/24 day for each 1-hour period or fraction thereof up to a maximum of 8 hours. Interruptions in excess of 8 hours will be credited as one day. No more than one full day's credit will be allowed for any period of 24 hours.

9.3 No credit allowance will be made for:

- 9.3.1 interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
- 9.3.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 9.3.3 interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, Joint User, or other common carrier providing service connected to the services or facilities of the Company;
- 9.3.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 9.3.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 9.3.6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 9.3.7 interruption of service due to circumstances or causes beyond the control of the Company; and

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**SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)**

- 9.3.8 interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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**SECTION 10 - APPLICATION OF RATES**

This Section is used to measure airline distance between two points of service. The application of these charges is to dedicated service.

10.1 Distance-Based Charges

10.1.1 Distance between two points is measured as airline distance between two Points of Service.

10.1.2 The airline distance between any two Points of Service is determined as follows:

10.1.2.1 Obtain the vertical and horizontal coordinates for each Point of Service location.

10.1.2.2 Compute the difference between the vertical coordinates of the two Points of Service; and compute the difference between the two horizontal coordinates.

10.1.2.3 Square each difference between the vertical coordinates and the horizontal coordinates.

10.1.2.4 Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.

10.1.2.5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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

10.1.2.6 Take the square root of the result.

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**SECTION 11 - EXCHANGE ACCESS SERVICE**

11.1 General

Exchange Access Service provides a business Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- 11.1.1 receive calls from other stations on the public switched telecommunications network;
- 11.1.2 access other services offered by the Company as set forth in this tariff;
- 11.1.3 access certain interstate and international calling services provided by the Company;
- 11.1.4 access (at no additional charge) the Company's operators and business office for service related assistance;
- 11.1.5 access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- 11.1.6 access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- 11.1.7 Exchange Access Service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a Customer request unblocking for access to the "NXX 976" caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the Customer fully liable for all charges incurred for use of the information provider's service.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

DID Services	(AT)
DID/DOD Services	
	(RT)

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**SECTION 11 - EXCHANGE ACCESS SERVICE (CONT'D)**

11.2 Reserved for Future Use

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**SECTION 11 - EXCHANGE ACCESS SERVICE (CONT'D)**

11.3 Direct Inward Dial (DID) Service

11.3.1 DID service provides a Customer with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. It transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment. Charges for DID capability and DID number blocks may apply in addition to charges specified for private lines contained herein and other charges that may apply in order to deliver incoming calls to the Customer's designated equipment, depending upon Customer location and subject to the availability of facilities.

11.3.2 So the Company may efficiently manage its number resources, the Company, at its sole discretion reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers. The Company also reserves the right to provision service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements; pursuant to Section 11.3.1 above, additional charges shall apply where the Company provides service to Customers requiring such additional facilities or equipment. (C)

11.3.2.1 Customer shall not route or transmit traffic originated through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any Level 3 DID numbers that utilize the Level 3 network, or use any other routing method that may cause the originating telephone company to bill Level 3 for the origination of such traffic, without first obtaining explicit written permission from an officer of Level 3. Customers transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and Customer shall be liable for any charges billed to Level 3 due to such transmission or routing. In the event that Customer sends calls to Level 3 that are not approved for termination, then Customer shall pay Level 3 an additional \$.04 per minute for all of its toll free (8XX) or reverse billing originated traffic. Transmission or routing of toll free (8XX) or reverse billing type of traffic to any ports or DID numbers provided by Level 3 without complying with the foregoing requirements may result in the immediate termination of Service by Level 3, in its exclusive discretion, without prior written notice to Customer. (N)

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**SECTION 11 - EXCHANGE ACCESS SERVICE (CONT'D)**

11.3.3 The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Individual DID Numbers	N/A	\$0.50 per DID Number

(DR)

11.3.4 Individual Case Basis (ICB) Arrangements

For special situations, rates for DID Service will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Notices of such contracts, if required, will be submitted to the Commission pursuant to Commission Rules.

11.4 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no charge.

(RT)

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11.5 DID/DOD Service

11.5.1 DID/DOD Service combines DID Service as described in Section 11.3 with Direct Outward Dial (DOD) service. DOD service is not provided independently of DID service. DID/DOD Service provides a Customer with a voice grade telephonic communications trunk channel to place and receive voice or data calls. DID/DOD Service does not provide a line-side connection. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to the Customer's designated equipment. Charges for individual DID/DOD number blocks

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**SECTION 11 - EXCHANGE ACCESS SERVICE (CONT'D)**

apply in addition to charges specified for private lines contained herein, and other charges may apply in order to deliver calls to the Customer's designated equipment, depending upon Customer location and subject to the availability of facilities. Other charges will apply for conversion to IP and IP transport/switching before delivery to customer as part of the Enhanced Service. ESP long distance services can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination. Connectivity to E911, operator services and directory assistance is supported.

- 11.5.2 So the Company may efficiently manage its numbering resources, the Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. Requests for 30 or more DID/DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers. The Company also reserves the right to provision service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements; pursuant to Section 11.5.1 above, additional charges shall apply where the Company provides service to Customers requiring such additional facilities or equipment.
- 11.5.3 The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.
- 11.5.4 For special situations, rates for DID/DOD Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Notices of such contracts, if required, will be submitted to the Commission pursuant to Commission Rules.

11.5.5 Pricing

DID/DOD Service Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Individual DID/DOD Numbers	N/A	\$1.50 per DID/DOD Number

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**SECTION 12 - LOCAL CALLING SERVICE**

12.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided exchange access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges and zones defined as local. The rates set forth in this section apply to all direct dialed local calls. For operator-assisted (non-aggregator) local calls, the operator charges listed in Section 12.3 apply in addition to the charges listed below.

12.2 Option 1 Local Calling Plan

12.2.1 Description

Option 1 Local Calling Plan provides Local Calling Service billable on a per minute basis. Option 1 calls will be billed in one-minute increments with an initial billing period of one minute. The rates set forth in this section apply to all outgoing direct-dialed calls placed to telephone stations within the caller's exchange area as defined in Section 11. Option 1 Local Calling Plan is the standard local calling plan provided with exchange access services, as described in Section 11.

12.2.2 Rates

	<u>Per Minute</u>
First Minute	\$0.14
Each Additional Minute	\$0.14

12.2 Information Services Call Blocking

(FC)

The term "Information Services Call Blocking" denotes the Company's central office call blocking service that allows the Company's residential and business subscribers to block access to all directly-dialed, the Company's operator-assisted and the Company's operator entered billing 976 and 900 programs, and other local service providers within Oklahoma and to all Interexchange Carrier 900 calls originating within the Telephone Company's service area.

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**SECTION 12 - LOCAL CALLING SERVICE (CONT'D)**

12.3 Operator Services

12.3.1 Description

12.3.1.1 Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines which the Customer subscribes to the Company's interexchange outbound calling services.

12.3.2 Definitions

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Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls are dialed with the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

12.3.3 Rates

In addition to any applicable usage charges, the following operator-assisted charges will apply:

	<u>Per Call Charge</u>
Station-to-Station	\$2.10

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LEVEL 3 COMMUNICATIONS, LLC

OKLAHOMA TARIFF NO. 1  
First Revised Page No. 42  
Cancels Original Page 42

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**SECTION 12 - LOCAL CALLING SERVICE (CONT'D)**

Third Number Billing      \$2.25

Collect Calls              \$2.15

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**SECTION 12 - LOCAL CALLING SERVICE (CONT'D)**

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12.4 Directory Assistance

12.4.1 Description

Customers and Users of the Company's calling services (excluding toll free services), may obtain Directory Assistance in determining telephone numbers within Oklahoma by calling the Directory Assistance operator.

12.4.2 Rates

12.4.2.1 Directory Assistance charges will apply for all requests for which the Company's facilities are used. Each number requested is charged for as

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**SECTION 12 - LOCAL CALLING SERVICE (CONT'D)**

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

	<u>Rate</u>	
	Per Number Requested	(CR)
	\$0.47	
12.4.2.2	A credit will be given for calls to Directory Assistance when:	
12.4.2.2.1	The Customer experiences poor transmission or is cut off during the call;	
12.4.2.2.2	The Customer is given an incorrect telephone number; or	
12.4.2.2.3	The Customer inadvertently misdials an incorrect Directory Assistance NPA.	

To receive a credit, the Customer must notify the Company operator or Business Office of the problem experienced.

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**SECTION 13 - MISCELLANEOUS SERVICES AND SURCHARGES (CONT'D)**

maintenance charge will be assessed. In those cases where the Customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company, no maintenance charge will be applicable regardless of the dial tone test results or whether a NID exists or not.

13.3.3 The Customer shall be responsible for payment of a visit charge when the Company dispatches personnel to the Customer's premises, and the trouble is in the equipment of communications system provided by other than the Company.

13.3.4 No credit allowance will be applicable for the interruption involved if the visit charge applies.

13.4 Rate

The applicable rate is \$65.00 per visit in addition to materials and/or labor charges.

13.5 Presubscription

Customers have a right to chose an intraLATA and an interLATA carrier when equipment and facilities permit. The Company allows Customers to presubscribe to the carrier of their choice for intraLATA and interLATA toll calls, without dialing an access code.

The following charge applies per line or per trunk for each local line or local trunk PIC charge requested.

PIC charge	
- per line or trunk	\$5.00

13.6 Telecommunication Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission.

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**SECTION 14 - DEDICATED ACCESS SERVICES**

Dedicated Access Services consist of the services offered pursuant to this section, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

14.1 Services Offered

14.1.1 The following dedicated access services are offered in this tariff:

DS3 Service (44.7 Mbps)  
DS1 Service (1.5 Mbps)

OC-3 (Optical Carrier Level 3 155.52 Mbps)  
OC-12 (SONET Channel of 622.08 Mbps)  
OC-3c (Concatenated Optical Carrier Level 3, SONET Channel of 155.52 Mbps)  
OC-12c (Concatenated Optical Carrier Level 12, SONET Channel of 622.08)  
OC-48 (Optical Carrier Level 48, SONET Channel of 2.4 Gbps)  
OC-48c (Concatenated Optical Carrier Level 48, SONET Channel of 2.4 Gbps)

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14.1.2 Other services may be provided by the Company on an Individual Case Basis (ICB).

14.2 Type I and Type II Services

14.2.1 DS3 Service and DS1 Service may be provided as either Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when one endpoint of the transmission channel is served by another local exchange carrier's network (Type II Services are provided via a combination of the Company's facilities and another local exchange carrier's facilities). Because Type II Service prices are dependant upon another LEC's facilities, they will be provided at the sole discretion of the Company and priced on an Individual Case Basis ("ICB"), applied in a nondiscriminatory manner.

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.3 DS3 SERVICE (44.736 Mbps)

(MT)

14.3.1 DS3 Service is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps +/- 20 ppm

Line Code: Bipolar with three-zero substitution

Test Load: 75 ohms resistive +/- 5 percent

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

Power Levels: For an all-ones signal, the power in a 2 KHz band about 22.368 KHz shall be -1.8 to +5.7 dBm and the power in a 2 KHz band about 44.736 MHz shall be at least 20 dB below that in a 2 KHz band above 22.368 KHz. <sup>1</sup> (CT)

NOTES:

<sup>1</sup> The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz bands.

14.3.2 Digital channels at 44.736 Mbps will be provided in one of the following configurations, as specified by the Customer:

14.3.3 Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the Customer interface. No performance monitoring is performed since all 44.736 Mbps are considered Customer data or voice.

14.3.4 M13 Framed DS3: A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. 43.232 Mbps is Customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

14.3.5 C-bit Parity Framed DS3: A DS3 that can be used for subrated or nonsubrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The C-bit parity format is defined in ANSI T1.107a. 43.232 Mbps is Customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

14.4 DS1 Service (1.544 Mbps)

14.4.1 DS1 Service is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 1.544 Mbps  $\pm$  120 ppm (CT)

Line Code: Bipolar with either AMI (Alternate Mark Inversion); (CT)  
- or -

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

- B8ZS: Binary 8-zero substitution. (CT)
- Test Load: 100 ohms resistance +/- 5 percent. (CT)
- Pulse Shape: The pulse amplitude shall be between 2.4 and 3.6 volts.
- Power Levels: For an all-ones signal, the power in a 3kHz +/-1 kHz band centered at 772 kHz shall be between 12.6 dBm and 17.9 dBm. The power in a 3 kHz +/-1 kHz band centered at 1544 kHz shall be at least 29 dB below that at 772 kHz. (CT)  
|  
(CT)
- Pulse Imbalance: There shall be less than 0.5 dB difference between the total power of the positive pulses and the negative pulses.

NOTES:

1. The CCITT specification is  $\pm 50$  ppm.
2. Recommended for new equipment: The power in a 2 KHz band about 772 KHz shall be 12.6-17.9 dBm. CCITT requirements: The power in a 3 KHz band about 772 KHz is 12.0-19.0 dBm.
3. CCITT requirements: The power in a 3 KHz band about 1544 KHz shall be at least 25 dB below that in a 3 KHz band about 772 KHz.

14.4.2 Digital channels at 1.544 Mbps will be provided in one of the following configurations, as specified by the Customer:

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

- 14.4.6 Clear Channel DS1: A DS1 signal that is transmitted intact and transparently as provided at the customer interface. No performance monitoring is performed since all 1.544 Mbps are considered customer data or voice.
- 14.4.7 Channelized DS1: A DS3 that is channelized into 24 DS0 (64 Kbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a.
- 14.4.8 Framing: DS-1 service can be offered either via ESF (Extended Super Frame) or SF (Super Frame)

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.10 OC-3 Service

OC-3 provides for the direct electrical-to-optical mapping of the STS-3 signal with frame synchronous scrambling.

14.11 OC-12 Service

OC-12 provides for the direct electrical to optical mapping of the STS-12 (SONET) channel of 622.08 Mbps with frame synchronous scrambling.

14.12 OC-3c Service

OC-3c provides for the concatenated direct electrical- to –optical mapping of the STS-3 (SONET) with frame synchronous scrambling.

14.13 OC-12c Service

OC-12c provides for the concatenated direct electrical-to-optical mapping of the STS-12 (SONET) channel of 622.08 Mbps with frame synchronous scrambling.

| 14.14 OC-48 Service

OC-48 provides for the direct electrical to optical mapping of STS-48 (SONET) channel with 2.488 Gbps with frame synchronous scrambling.

| 14.15 OC-48c Service

OC-48c provides for the concatenated direct electrical-to-optical mapping of the STS-48 (SONET) channel of 2.4 Gbps with frame synchronous scrambling.

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

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14.16 Rates for Dedicated Access Services

(FC)

14.16.1 General

(FC)

Nonrecurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Monthly recurring rates vary according to the time period for which the Customer commits to take the service. Unless otherwise noted, these standard rate elements are used in calculating the monthly recurring rate for each service:

14.16.1.1 Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate Customer

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

premises or the Customer premise and the Level 3 Gateway. This rate element applies per circuit endpoint.

14.16.1.2      Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Customer premises or the Customer premise and the Level 3 Gateway. Fractions of a mile are rounded up to the next whole mile before rates are applied. (FC)

(RT)

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14.16.1.3      Terms (AT)

- a.      Standard Lease
  - 1.      A 1 year standard lease is available as standard to all users.
  - 2.      In addition, MTM (Month to Month), 6 months, 2, 3, 4 and 5 year leases are also available on an ICB basis.
  - 3.      All standard lease terms will include monthly recurring charges and non-recurring install charges as described in the tables below.

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.16.1.3 Terms (Cont'd)

(AT)

b. 5 Year Long Term Lease

A standard long term lease has a term of 5 years. Multiple long term leases may be purchased for any Dedicated Access/Private Line service ordered by purchasing a purchase option. The purchase option is a one-time NRC that is applied at year one. The cost of the purchase option to Customer will be 1% of the Future Value of the option at the beginning of the first 5-year term. For example; Customer may purchase 2 x Long Term Lease OC3c which would mean that Company agrees to provide a defined OC3c circuit to customer for an initial five year term and a second five year term at the option of Customer. At the end of the first 5-year term, Customer may exercise the option at the predetermined price set at the contract/option signing (year 0).

Long Term Lease is available for DS1 and DS3 level services on an Individual Case Basis (ICB).

Long Term Lease charges will consist of a non-recurring lease charge, segment(s) and termination(s) charges, a non-recurring lease install charge, and an annual O&M charge.

The Long Term Lease option also has an annual O&M fee (paid annually in advance) of 2.5% of the Long Term Lease fee. It will be incremented annually by the CPI.

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**SECTION 14 – DEDICATED ACCESS SERVICES (CONT'D)**

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.13.2 IntraCity Local Transport Services

(CT)

IntraCity Local Transport service is a dedicated access service that provides point to point capacity transport between two circuit end-points.

(AT)

14.13.2.1 Standard Lease Pricing

A. Type 1 DS1 Service  
This service is priced ICB

(AT)

B. Type 1 DS3 Service

This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic DS3.

<b>DS3 Monthly Recurring Rate</b>	<b>1 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$950
Interoffice Channel Mileage (0>1 miles)	\$1,000
Interoffice Channel Mileage (Per Mile above 1 mile)	\$10
NRC Installation Rate	\$500

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.13.2 IntraCity Local Transport Services (Cont'd) (CT)

14.13.2.1 Standard Lease Pricing (Cont'd) (AT)

C. Type I OC3 Service (NR)

This service consists of an OC3 (155.52 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic OC3.

<b>OC3</b>	
<b>Monthly Recurring Rate</b>	<b>1 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$2,600
Interoffice Channel Mileage (0>1 miles)	\$2,800
Interoffice Channel Mileage (Per Mile above 1 mile)	\$50
NRC Installation Rate	\$2,500

D. Type I OC12 Service

This service consists of an OC12 (622.08 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic OC12.

<b>OC12</b>	
<b>Monthly Recurring Rate</b>	<b>1 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$7,500
Interoffice Channel Mileage (0>1 miles)	\$7,900
Interoffice Channel Mileage (Per Mile above 1 mile)	\$100
NRC Installation Rate	\$3,000

(NR)

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.13.2 IntraCity Local Transport Services (Cont'd) (CT)

14.13.2.1 Standard Lease Pricing (Cont'd) (AT)

E. Type I OC48 Service (NR)

This service consists of an OC48 (2.4 Gbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic OC48.

<b>OC48 Monthly Recurring Rate</b>	<b>1 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$22,000
Interoffice Channel Mileage (0>1 miles)	\$23,000
Interoffice Channel Mileage (Per Mile above 1 mile)	\$200
NRC Installation Rate	\$5,000

(NR)

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.13.2 IntraCity Local Transport Services (Cont'd)

(CT)

14.13.2.2 5 Year Long Term Lease Pricing

(AT)

IntraCity Local Transport 5 year Long Term Lease will be priced according to the method stated in Section 14.13.1.3(b).

A. Type I OC3 Service

(NR)

<b>OC3 Upfront Payment</b>	<b>5 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$73,317
Interoffice Channel Mileage (0>1 miles)	\$80,711
Interoffice Channel Mileage (Per Mile above 1 mile)	\$1,802
NRC Installation Rate	\$2,000

B. Type I OC12 Service

<b>OC12 Upfront Payment</b>	<b>5 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$205,989
Interoffice Channel Mileage (0>1 miles)	\$220,650
Interoffice Channel Mileage (Per Mile above 1 mile)	\$3,605
NRC Installation Rate	\$3,000

(NR)

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.13.2 IntraCity Local Transport Services (Cont'd)

(CT)

14.13.2.2 5 Year Long Term Lease Pricing (Cont'd)

(AT)

C. Type I OC48 Service

(NR)

<b>OC48 Upfront Payment</b>	<b>5 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$540,355
Interoffice Channel Mileage (0>1 miles)	\$583,482
Interoffice Channel Mileage (Per Mile above 1 mile)	\$7,209
NRC Installation Rate	\$5,000

**O&M**— An Annual Recurring O&M Fee will be due for each year of each 5 Year Long Term Lease. The O&M Fee is equal to 2.5% of the up-front payment for the service ordered. There is a minimum O&M fee of \$2,500.

(NR)

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.13.3 IntraCity Metro Access Service

IntraCity Metro Access is an IntraCity service offered in conjunction with the purchase of Company's InterState Private Line services as stated in Level 3's Interstate and International Dedicated Access price schedule which can be found at www.Level3.com. When IntraCity Private Line is offered in conjunction with InterState Private Line, the IntraCity Metro Access rates will reflect a discounted rate from the standard IntraCity Local Transport rates above.

(AT)

14.13.3.1 Standard Lease Pricing

(AT)

A. Type I DS1 Service

This service is priced ICB.

(NR)

B. Type I DS3 Service

<b>DS3 Monthly Recurring Rate</b>	<b>1 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$825
Interoffice Channel Mileage (0>1 miles)	\$875
Interoffice Channel Mileage (Per Mile above 1 mile)	\$10
NRC Installation Rate	\$1000

(NR)

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.13.3 IntraCity Metro Access Service (Cont'd) (AT)

14.13.3.1 Standard Lease Pricing (Cont'd) (AT)

C. Type I OC3 Service (NR)

<b>OC3 Monthly Recurring Rate</b>	<b>1 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$2,250
Interoffice Channel Mileage (0>1 miles)	\$2,450
Interoffice Channel Mileage (Per Mile above 1 mile)	\$50
NRC Installation Rate	\$2,500

D. Type I OC12 Service

<b>OC12 Monthly Recurring Rate</b>	<b>1 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$6,460
Interoffice Channel Mileage (0>1 miles)	\$6,860
Interoffice Channel Mileage (Per Mile above 1 mile)	\$100
NRC Installation Rate	\$3,000

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.13.3 IntraCity Metro Access Service (Cont'd)

(AT)

14.13.3.1 Standard Lease Pricing (Cont'd)

(AT)

E. Type I OC48 Service

(NR)

<b>OC48 Monthly Recurring Rate</b>	<b>1 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$19,700
Interoffice Channel Mileage (0>1 miles)	\$20,500
Interoffice Channel Mileage (Per Mile above 1 mile)	\$200
NRC Installation Rate	\$5,000

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.13.3 IntraCity Metro Access Service (Cont'd)

14.13.3.2 5 Yr. Long Term Lease Pricing

(AT)

IntraCity Metro Access 5 year Long Term Lease will be priced according to the method stated in Section 14.13.1.3(b).

(AT)

(NR)

A. Type I OC3 Service

<b>OC3 Upfront Payment</b>	<b>5 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$63,197
Interoffice Channel Mileage (0>1 miles)	\$70,390
Interoffice Channel Mileage (Per Mile above 1 mile)	\$1,802
NRC Installation Rate	\$2,500

B. Type I OC12 Service

<b>OC12 Upfront Payment</b>	<b>5 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$177,038
Interoffice Channel Mileage (0>1 miles)	\$191,235
Interoffice Channel Mileage (Per Mile above 1 mile)	\$3,605
NRC Installation Rate	\$3,000

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.13.3 IntraCity Metro Access Service (Cont'd)

14.13.3.2 5 Yr. Long Term Lease Pricing

C. Type I OC48 Service

<b>OC48 Upfront Payment</b>	<b>5 Year</b>
Interoffice Channel Mileage (Fixed or 0 miles)	\$483,377
Interoffice Channel Mileage (0>1 miles)	\$519,554
Interoffice Channel Mileage (Per Mile above 1 mile)	\$7,209
NRC Installation Rate	\$5,000

**O&M** – An Annual Recurring O&M Fee will be due for each year of each 5 Year Long Term Lease. The O&M Fee is equal to 2.5% of the up-front payment for the service ordered. There is a minimum O&M fee of \$2,500.

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.14 Non-Standard Offerings (AT)

14.14.1 Grandfathered Services (AT)

14.14.1.1 DS3 Hub Service (MT)

This service consists of up to 28 DS1(1.544 Mbps) digital channels, which are aggregated at a Level 3 Hub onto a standard DS3 circuit. Charges for this service consist of DS3 Interoffice Mileage charges, a Hub port charge, and End Link Access Charges, either at the DS0 or DS1 level, at the terminating end. The End Link Access charges correspond to the digital channels which are aggregated or hubbed onto a DS3 circuit.

14.14.1.2 Channelized DS3 Service

This service consists of 28 DS1 (1.544 Mbps) digital channels which connect two client locations each utilizing Channelized DS3 Service.

14.14.1.3 DS1 Hub Service

DS1 Hub Service allows a Customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 and the distribution of End Link circuits. Charges for this service consist of DS1 Interoffice Mileage charges, a Hub port charge, and DS0 End Link Access charges at the terminating end. The End Link Access charges correspond to the digital channels which are aggregated or hubbed onto a DS1 circuit

14.14.1.4 Channelized DS1 Service

This service consists of 24 DS0 (64 kbps) digital channels which connect two client locations each utilizing Channelized DS1 Service.

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.14 Non-Standard Offerings (Cont'd) (AT)

14.14.1 Grandfathered Services (Cont'd) (AT)

14.14.1.5 DS0 Service (MT)

a DS0 Services are Digital Channels furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 64 kbps, or in multiples of 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335.

b. Each DS0 channel will be provided in one of the following configurations, as specified by the Customer.

1. Effective 2-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

2. 2-Wire Transmission Only

2 wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 02NO2). C4 conditioned circuit connecting two locations, typically used for voice-grade data services.

3. Digital Services

Provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configurations are available:

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

- 14.14 Non-Standard Offerings (Cont'd) (AT)
- 14.14.1 Grandfathered Services (Cont'd) (AT)
- 14.14.1.5 DS0 Service (Cont'd) (MT)
4. 64 Kbps Data Service
- A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides point-to-point, 64 Kbps clear channel for a full-duplex synchronous data circuit. No error correction or in-band control codes are supported. (Possible NCI Code: 04DU5-64).
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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.14 Non-Standard Offerings (Cont'd) (AT)

14.14.1 Grandfathered Services (Cont'd) (AT)

14.14.1.6 Rates (AT)

A. Type II DS3 Service (MT)

<b>Monthly Recurring Rate</b>	<b>1 Year</b>
Interoffice Channel Mileage (Fixed)	\$2,025
Interoffice Channel Mileage (Per Mile)	\$41
Nonrecurring Installation Rate	\$500

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.14 Non-Standard Offerings (Cont'd) (AT)

14.14.1 Grandfathered Services (Cont'd) (AT)

14.14.1.6 Rates (Cont'd) (AT)

B. Type 1 DS1 Service (MT)

<b>Monthly Recurring Rate</b>	<b>1 Year</b>
Interoffice Channel Mileage (Fixed)	\$200
Interoffice Channel Mileage (Per Mile)	\$13.55
Nonrecurring Installation Rate	\$500

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.14 Non-Standard Offerings (Cont'd) (AT)

14.14.1 Grandfathered Services (Cont'd) (AT)

14.14.1.6 Rates (Cont'd) (AT)

C. Type II DS1 Service (MT)

<b>Monthly Recurring Rate</b>	<b>1 Year</b>
Interoffice Channel Mileage (Fixed)	\$200
Interoffice Channel Mileage (Per Mile)	\$13.55
Nonrecurring Installation Rate	\$500

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.14 Non-Standard Offerings (Cont'd) (AT)

14.14.1 Grandfathered Services (Cont'd) (AT)

14.14.1.6 Rates (Cont'd) (AT)

D. DS3 Hub Service (MT)

This service consists of up to 28 DS1(1.544 Mbps) digital channels, which are aggregated at a Level 3 Hub onto a standard DS3 circuit with Interoffice Mileage and End Link Access Charges at the terminating end. There is a minimum 1-year service period for each DS3 Hub Service.

<b>Service Configuration</b>	<b>Non-Recurring</b>	<b>Recurring</b>
DS3 Channel between a Customer Location and a Level 3 Gateway	Standard DS3 Rate Schedule 14.13.2.1 B & 14.14.1.6 A & B (FC)	
DS3 Hub Port @ Level 3 Gateway	N/A	\$500
End Link Access Charge	Standard DS1/DS0 Rate Schedule 14.14.1.6 B & 14.14.1.6 H	

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.14 Non-Standard Offerings (Cont'd) (AT)

14.14.1 Grandfathered Services (Cont'd) (AT)

14.14.1.6 Rates (Cont'd) (AT)

E. Channelized DS3 Service (MT)

This service consists of 28 DS1 (1.544 Mbps) digital channels which connect two client locations each utilizing Channelized DS3 Service. The connection will be rated as a standard DS3 circuit at both ends. There is a minimum 1-year service period for each High Capacity DS1 Service.

Service Configuration	Non-Recurring	Monthly Recurring
		1 Yr.
Twenty Eight (28) DS1s between two Customer Locations	Standard DS3 Rate Schedule 14.13.2.1 B & 14.14.1.6 A & B (FC)	
Digital Channels @ Both Customer Locations	No incremental charge	No incremental charge

(MT)

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.14 Non-Standard Offerings (Cont'd) (AT)

14.14.1 Grandfathered Services (Cont'd) (AT)

14.14.1.6 Rates (Cont'd) (AT)

F. DS1 Hub Service (MT)

This service consists of up to 24 DS0 digital channels, which are aggregated at a Level 3 Gateway onto a standard DS1 circuit with Interoffice Mileage at the terminating end. There is a minimum 1 year service period for each Hubbed DS1 Service.

Standard Rate Elements	Non-Recurring	Monthly Recurring
DS1 Channel between Customer location and a Level 3 Gateway	Applying appropriate DS1 Nonrecurring Charge 14.14.1.6 B (FC)	Standard DS1 Rate Schedule 14.14.1.6 B (FC)
DS1 Hub @ Level 3 Gateway	N/A	\$500
DS0 End Link	Apply appropriate DS0 Nonrecurring Charge 14.14.1.6 H (FC)	Standard DS0 Rate Schedule 14.14.1.6 H (FC)

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.14 Non-Standard Offerings (Cont'd) (AT)

14.14.1 Grandfathered Services (Cont'd) (AT)

14.14.1.6 Rates (Cont'd) (AT)

G. Channelized DS1 Service (MT)

This service consists of 24 DS0 (64 kbps) digital channels which connect two Customer locations each utilizing Channelized DS1 Service. The connection will be rated as a standard DS1 circuit and at both ends. There is a minimum 1-year service period for each High Capacity DS1 Service.

Service Component	Non-Recurring	Monthly Recurring		
		1 YR.	2 YR.	3 YR.
Mileage Charge	Standard DS1 Rate Schedule 14.14.1.6 B (FC)	Standard DS1 Schedule 14.14.1.6 B (FC)	Standard DS1 Schedule 14.14.1.6 B (FC)	Standard DS1 Schedule 14.14.1.6 B (FC)
64 Kbps x N (N > 1)	Standard DS0 Rate Schedule 14.14.1.6 H (FC)	No Incremental Charges	No Incremental Charges	No Incremental Charges
Design Changes and Reinstallation				

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**SECTION 14 - DEDICATED ACCESS SERVICES (CONT'D)**

14.14 Non-Standard Offerings (Cont'd) (AT)

14.14.1 Grandfathered Services (Cont'd) (AT)

14.14.1.6 Rates (Cont'd) (AT)

H. Basic Type I DS0 Service (MT)

DS0 Service	Non-Recurring	Monthly Recurring	
		Fixed Charges	DS0 Mileage
64 kbps	\$300	\$150	\$.65/mile

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**SECTION 15 - SPECIAL ARRANGEMENTS**

15.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. The ICB rates will be developed using the process outlined in the Oklahoma regulatory rules. Additionally, notice of any ICB contract will be provided according to the Oklahoma ICB process as well.

15.2 Promotional Programs

The Company may establish temporary promotional programs to introduce present or potential customers to a service not previously received by Customers. During specific promotional periods, an offer may be made to reduce nonrecurring charges on a nondiscriminatory basis, up to the full amount, for optional products and services. The Company shall notify the Director of the Public Utility Division of the Oklahoma Corporation Commission by letter specifying the service(s) offered, terms and conditions of the promotion, location, and dates of each promotional period. This notification will be made no less than fifteen (15) days prior to the start of the promotional period.

15.3 Special Assembly and Special Arrangements

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed services exists for the service. The unique service can be provided via a Special Assembly.

Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions.

15.4 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

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**SECTION 15 - SPECIAL ARRANGEMENTS (CONT'D)**

- 15.4.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 15.4.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 15.4.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 15.4.4 in a quantity greater than that which the Company would normally construct;
- 15.4.5 on an expedited basis;
- 15.4.6 on a temporary basis until permanent facilities are available;
- 15.4.7 involving abnormal costs; or
- 15.4.8 in advance of its normal construction.

15.5 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

15.6 Basis for Cost Computation

The costs referred to in Section 15.4 preceding may include one or more of the following items to the extent they are applicable:

- 15.6.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:
  - 15.6.1.1 equipment and materials provided or used,
  - 15.6.1.2 engineering, labor and supervision,

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**SECTION 15 - SPECIAL ARRANGEMENTS (CONT'D)**

- 15.6.1.3 transportation,
- 15.6.1.4 rights of way, and
- 15.6.1.5 any other item chargeable to the capital account;
- 15.6.2 annual charges including the following:
  - 15.6.2.1 cost of maintenance;
  - 15.6.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
  - 15.6.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
  - 15.6.2.4 any other identifiable costs related to the facilities provided; and
  - 15.6.2.5 an amount for return and contingencies.

15.7 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

- 15.7.1 The maximum termination liability is equal to the total cost of the special facility as determined herein, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- 15.7.2 The maximum termination liability shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

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**SECTION 15 – SPECIAL ARRANGEMENTS (CONT'D)**

15.8 Term

The minimum term for any Level 3 Communications, LLC dedicated access service shall not be less than one (1) year, unless otherwise agreed to by the Company. The Customer and Company may agree to longer minimum terms for particular services.

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